1. CALL TO ORDER
2. WORKSHOP 6:00 p.m. - Township Hall Planning/Bond Proposal
3. INVOCATION AND PLEDGE
4. PUBLIC HEARINGS
   A. Mill Lake Gardens Private Road Maintenance SAD #4 - Public Hearing on Special Assessment Roll
   B. Bunny Run Annex #5 (portion of) Private Road Maintenance SAD #1 - Public Hearing on Special Assessment Roll
5. CITIZEN OF THE MONTH
6. APPROVAL OF BILLS
7. BRIEF PUBLIC COMMENT (3 minutes or less)
8. APPROVAL OF AGENDA
9. CONSENT AGENDA
   A. Minutes - Regular Meeting, July 15, 2019
   B. Minutes - Special Meeting, New Township Hall Construction Project, July 15, 2019
   C. Minutes - Public Hearing, SSH & SSH #1 Private Road Maintenance SAD #3, July 15, 2019
   D. Minutes - Public Hearing, Square Lake Water Quality Control SAD #3B, July 15, 2019
   E. LO Palooza - Facility Use, Alcohol, and Concessions Applications
   F. Request for Street Closure - Indianpipe Court
   G. Temporary Sign Fee Waiver Request - Orion Art Center
   H. Appointments - Orion Senior Advisory Council
   I. Safety Path Advisory Committee Resignation
   J. Accept Donation of Permanent Easement - Magdaleno/Rubio
   K. Award Bid - Outdoor Exercise Station
   L. Award Bid - Infield Resurfacing Seven Baseball/Softball Fields
   M. Award Bids - Government Relations Services
   N. Peddler/Solicitor Application - Expert Home Inspections
   O. Treasurer Report - 2nd Quarter
   P. Request for Proposals - Green Infrastructure/Alternative Energy
   Q. Request for Fireworks Display Permit
   R. Clinton River Watershed Council Agreement for Services
   S. Approve - Consultant Contracts
   T. Interlocal Agreement - Orion Township & Village Services
   U. Accept Employee Resignation
10. PENDING BUSINESS
    A. Mill Lake Gardens Private Road Maintenance SAD #4- Action After Hearing
    B. Bunny Run Annex #5 (portion of) Private Road Maintenance SAD #1 - Action After Hearing
    C. First Reading - Designated Waste Hauler Ordinance
    D. Award Bid - Orion Township Recycling, Yard Waste and Solid Waste Collections, Transportation and Disposal Services
    E. Award Bid -Recycling Incentive Program
    F. Accept Recycling Partnership Grant
    G. First Reading - Amendments to Ord. 154 Medical Marihuana Facilities Ordinance
    H. ADDED Pending Board approval - Accept Recycling Partnership Grant
11. REPORTS
    A. Police/Fire Reports
    B. Notice of Public Hearing - Tentative Apportionment for the Oakland-Macomb Interceptor Drain
12. PUBLIC COMMENT
In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact Penny S. Shults, Clerk, at (248) 391-0304, ext. 4001, at least seventy-two hours in advance of the meeting to request accommodations.
Public Hearing Item Summary

To: Township Board Members

From: Chris Barnett, Supervisor

Meeting Date: August 5, 2019

Memo Date: July 30, 2019

Subject: Mill Lake Gardens Private Road Maintenance SAD #4
Public Hearing on Proposed Roll

DESCRIPTION

A public hearing is scheduled for Monday, August 5, 2019, at 7:00 p.m. to receive public comment on the proposed assessment roll for this SAD.

A copy of the proposed roll is attached.

attachment
## Mill Lake Gardens Chloride #4 Special Assessment District Roll

**Proposed 2020 Special Assessment District Roll (placed on Dec. 2019 tax bill)**

<table>
<thead>
<tr>
<th>Sidwell No. Property Address</th>
<th>Owner Name Mailing Address</th>
<th>Legal Description</th>
<th>Amount Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 09-20-104-012 3330 Hill Rd. 136.80’</td>
<td>D.A. Kline 3330 Hill Rd. Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOTS 111, 112 &amp; 113</td>
<td>$229.42</td>
</tr>
<tr>
<td>2. 09-20-104-016 3369 Mill Lake Rd. 135.00’</td>
<td>Theresa D. Jessup Trust P.O. Box 210328 Auburn Hills, MI 48321</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOTS 108, 109 &amp; 110 4-19-93 FR 014</td>
<td>$229.42</td>
</tr>
<tr>
<td>3. 09-20-104-015 3390 Hill Rd. 155.00’</td>
<td>American Properties Group LLC 115 Brabb Rd. Oxford, MI 48371</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOTS 105, ALSO 1/2 OF VAC HAZEL AVE ADJ TO SAME 4-19-93 FR 014</td>
<td>$229.42</td>
</tr>
<tr>
<td>4. 09-20-103-009 3410 Hill Rd. 70.00’</td>
<td>J’Kangi Worlds 3410 Hill Rd. Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOT 104, ALSO 1/2 OF VAC HAZEL AVE ADJ TO SAME 7/27/88 CORR</td>
<td>$208.56</td>
</tr>
<tr>
<td>5. 09-20-103-008 3424 Hill Rd. 90.00’</td>
<td>Lee P. Tatarczuk 671 King Circle Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOTS 102 &amp; 103</td>
<td>$208.56</td>
</tr>
<tr>
<td>6. 09-20-103-007 3435 Mill Lake Rd. 45.00’</td>
<td>Jonathon Person 3435 Mill Lake Rd. Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOT 101</td>
<td>$208.56</td>
</tr>
<tr>
<td>7. 09-20-103-011 3451 Mill Lake Rd. 90.00’</td>
<td>Teresa DeBastiani Jessica DeBastiani Jeffrey T. DeBastiani 340 Torrey Pine Ct. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOTS 99 &amp; 100 11-12-85 FROM 005 &amp; 006</td>
<td>$208.56</td>
</tr>
<tr>
<td>8. 09-20-103-010 3472 Hill Rd. 135.00’</td>
<td>Nancy Schuneman 3472 Mill Lake Rd. Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOTS 96, 97 &amp; 98</td>
<td>$229.42</td>
</tr>
<tr>
<td>9. 09-20-103-001 3490 Hill Rd. 160.00’</td>
<td>Eric S. Koch Carrie Koch 3490 Hill Rd. Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOTS 93, 94 &amp; 95</td>
<td>$229.42</td>
</tr>
<tr>
<td>10. 09-20-105-001 vacant 85.10’</td>
<td>David Spolyar Ellen Spolyar 444 Woodbridge Ct. Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOTS 91 &amp; 92</td>
<td>$208.56</td>
</tr>
<tr>
<td>11. 09-20-105-021 3481 Hill Rd. 75.00’</td>
<td>Baran Johansen 3481 Hill Rd. Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS W 1/2 OF LOT 89 &amp; ALL OF LOT 90</td>
<td>$208.56</td>
</tr>
<tr>
<td>12. 09-20-105-022 3473 Hill Rd. 75.00’</td>
<td>Lisa Woodworth 3473 Hill Rd. Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOT 88 &amp; E 1/2 OF LOT 89</td>
<td>$208.56</td>
</tr>
<tr>
<td>13. 09-20-105-003 vacant 50.00’</td>
<td>Fresh Start Homes Michigan 22, LLC 1074 E. Avon Rd. Rochester Hills, MI 48307</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOT 87</td>
<td>$208.56</td>
</tr>
<tr>
<td>Sidewell No.</td>
<td>Property Address</td>
<td>Owner Name</td>
<td>Mailing Address</td>
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<tr>
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</tr>
<tr>
<td>14. 09-20-105-004</td>
<td>3452 Mahopac 200.00' (100.00'+100.00')</td>
<td>Michael A. Marks</td>
<td>3452 Mahopac Lake Orion, MI 48360</td>
</tr>
<tr>
<td>15. 09-20-105-025</td>
<td>3445 Hill Rd. 100.00'</td>
<td>Delia Mae Gordon Trust</td>
<td>3445 Hill Rd. Lake Orion, MI 48360</td>
</tr>
<tr>
<td>16. 09-20-105-019</td>
<td>3415 Hill Rd. 188.00' (95.00'+93.00')</td>
<td>Howard D. Hampton</td>
<td>3415 Hill Rd. Lake Orion, MI 48360</td>
</tr>
<tr>
<td>17. 09-20-106-032</td>
<td>3383 Hill Rd. 187.18' (81.58'+105.60')</td>
<td>Jack S. McDowell</td>
<td>3383 Hill Rd. Lake Orion, MI 48360</td>
</tr>
<tr>
<td>18. 09-20-106-033</td>
<td>3399 Hill Rd. 81.45'</td>
<td>Gary Koltz</td>
<td>3399 Hill Rd. Lake Orion, MI 48360</td>
</tr>
<tr>
<td>19. 09-20-106-026</td>
<td>3370 Mahopac 200.00' (106.45'+93.55')</td>
<td>Almon Bridges</td>
<td>Vicki Ann Bridges 3370 Mahopac Lake Orion, MI 48360</td>
</tr>
<tr>
<td>20. 09-20-106-028</td>
<td>3359 Hill Rd. 86.45'</td>
<td>Joshua Seguin</td>
<td>Mary Costa 3359 Hill Rd. Lake Orion, MI 48360</td>
</tr>
<tr>
<td>21. 09-20-106-029</td>
<td>3335 Hill Rd. 70.00'</td>
<td>Melissa Francis</td>
<td>3335 Hill Rd. Lake Orion, MI 48360</td>
</tr>
<tr>
<td>23. 09-20-106-030</td>
<td>3360 Mahopac 93.55'</td>
<td>Bryan Smith</td>
<td>Demielle Smith 3360 Mahopac Lake Orion, MI 48360</td>
</tr>
<tr>
<td>Sidwell No.</td>
<td>Property Address</td>
<td>Owner Name</td>
<td>Mailing Address</td>
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<tr>
<td>24.</td>
<td>09-20-106-034</td>
<td>John Blose</td>
<td>2240 Hazel</td>
</tr>
<tr>
<td></td>
<td>2240 Hazel</td>
<td></td>
<td></td>
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<tr>
<td>25.</td>
<td>09-20-105-018</td>
<td>Mark Beeman</td>
<td>3402 Mahopac</td>
</tr>
<tr>
<td></td>
<td>188.00'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>09-20-105-026</td>
<td>Adam Flores</td>
<td>3440 Mahopac</td>
</tr>
<tr>
<td></td>
<td>100.00'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>09-20-105-023</td>
<td>Const Plus Construction LLC</td>
<td>3200 Glen Iris Dr.</td>
</tr>
<tr>
<td></td>
<td>100.00'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>09-20-105-020</td>
<td>John Lacy</td>
<td>3472 Mahopac</td>
</tr>
<tr>
<td></td>
<td>100.00'</td>
<td>Diane Lacy</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>09-20-105-009</td>
<td>David Spolyar</td>
<td>3490 Mahopac</td>
</tr>
<tr>
<td></td>
<td>142.93'</td>
<td>Ellen Spolyar</td>
<td>444 Woodridge Ct.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lake Orion, MI 48360</td>
</tr>
<tr>
<td>30.</td>
<td>09-20-151-002</td>
<td>Corinna Doran</td>
<td>3495 Mahopac</td>
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<tr>
<td></td>
<td>166.70'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31.</td>
<td>09-20-151-003</td>
<td>John Buchanan</td>
<td>3473 Mahopac</td>
</tr>
<tr>
<td></td>
<td>80.00'</td>
<td>Virginia Buchanan</td>
<td></td>
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</tr>
<tr>
<td>32.</td>
<td>09-20-151-041</td>
<td>Nikolas Burt</td>
<td>3459 Mahopac</td>
</tr>
<tr>
<td></td>
<td>120.00'</td>
<td></td>
<td></td>
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<tr>
<td>33.</td>
<td>09-20-151-048</td>
<td>Jason Verlee</td>
<td>3443 Mahopac</td>
</tr>
<tr>
<td></td>
<td>160.00'</td>
<td>Heather Verlee</td>
<td></td>
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<td></td>
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<tr>
<td>34.</td>
<td>09-20-151-012</td>
<td>Jordan Dennis</td>
<td>3419 Mahopac</td>
</tr>
<tr>
<td></td>
<td>40.00'</td>
<td>Allie Dennis</td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>09-20-151-042</td>
<td>Yuly Kurlyandchik</td>
<td>3409 Mahopac</td>
</tr>
<tr>
<td></td>
<td>90.00'</td>
<td>James Frederick Burrell</td>
<td></td>
</tr>
<tr>
<td>Sidwell No. Property Address</td>
<td>Owner Name</td>
<td>Mailing Address</td>
<td>Legal Description</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>------------</td>
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</tr>
<tr>
<td>36. 09-20-151-055 vacant 93.80'</td>
<td>Kathryn Wilkop</td>
<td>16158 Dixie Hwy. Davisburg, MI 48350</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOTS 24 &amp; 25 4-12-91 FR 015 &amp; 016</td>
</tr>
<tr>
<td>37. 09-20-151-056 3375 Mahopac 80.00'</td>
<td>Rebecca Elmy Samuel Gay</td>
<td>3375 Mahopac Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOTS 22 &amp; 23 4-12-91 FR 017 &amp; 018</td>
</tr>
<tr>
<td>38. 09-20-151-040 3369 Mahopac 80.00'</td>
<td>Jeremy Symons</td>
<td>3369 Mahopac Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOTS 20 &amp; 21</td>
</tr>
<tr>
<td>39. 09-20-151-021 3355 Mahopac 80.00'</td>
<td>Joanne Milne</td>
<td>3355 Mahopac Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOTS 18 &amp; 19</td>
</tr>
<tr>
<td>40. 09-20-151-046 3351 Mahopac 80.00'</td>
<td>Athward Masters Trust Myra Masters Trust</td>
<td>3351 Mahopac Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS W 1/2 OF LOT 16 &amp; ALL OF LOT 17</td>
</tr>
<tr>
<td>41. 09-20-151-047 vacant 90.00'</td>
<td>Rick Masters Mai Nguyen</td>
<td>3351 Mahopac Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 20 MILL LAKE GARDENS LOT 15 &amp; E 1/2 OF LOT 16</td>
</tr>
<tr>
<td>42. 09-19-227-013 3875 Mahopac 61.00'</td>
<td>Craig Morrison Pauline Gaertner</td>
<td>3875 Mahopac Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 19 &amp; 20 PART OF NE 1/4 OF SEC 19 &amp; PART OF NW 1/4 OF SEC 20 BEG AT PT DIST S 11-17-00 W 453.98 FT FROM NW COR OF 'MILL LAKE GARDENS', TH S 11-17-00 W 306.07 FT, TH S 76-18-40 W 130 FT, TH N 06-12-53 E 90.24 FT, TH N 83-42-45 W 98.40 FT, TH N 85-09-00 W 329.36 FT, TH N 06-12-53 E 450.98 FT, TH S 60-00-15 E 554.95 FT, TH N 66-31-40 E 79.60 FT TO BEG 4.40 A</td>
</tr>
<tr>
<td>43. 09-19-227-014 3865 Mahopac 61.00'</td>
<td>Rodney Garretson</td>
<td>3865 Mahopac Lake Orion, MI 48360</td>
<td>T4N, R10E, SEC 19 &amp; 20 PART OF NE 1/4 OF SEC 19 &amp; PART OF NW 1/4 OF SEC 20 BEG AT NW COR OF 'MILL LAKE GARDENS' TH S 11-17-00 W 453.98 FT, TH S 66-31-40 W 79.60 FT, TH N 60-00-15 W 554.95 FT, TH N 06-12-53 E 380.67 FT, TH S 85-09-07 E 103.94 FT, TH S 69-15-40 E 300.50 FT, TH S 73-36-00 E 225.74 FT TO BEG 6.27 A</td>
</tr>
</tbody>
</table>

**TOTAL** $9322.69
Public Hearing Item Summary

To: Township Board Members
From: Chris Barnett, Supervisor
Meeting Date: August 5, 2019
Memo Date: July 30, 2019
Subject: Bunny Run Annex #5 (portion of) Private Road Maintenance SAD #1
Public Hearing on Proposed Roll

DESCRIPTION

A public hearing for the Bunny Run Annex #5 (portion of) Private Road Maintenance SAD #1 is scheduled for Monday, August 5, 2019 (immediately following the 7 pm public hearing for Mill Lake Gardens Private Road Maintenance SAD #4) to receive public comment on the proposed assessment roll for this SAD.

A copy of the proposed roll is attached.
<table>
<thead>
<tr>
<th>Sidwell No.</th>
<th>Property Address</th>
<th>Owner Name</th>
<th>Mailing Address</th>
<th>Legal Description</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>09-01-235-006</td>
<td>Jeffery Coker</td>
<td>Tracy Coker</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 8 TO 11 INCL BLK 80/4/30/84 FR 001 &amp; 005</td>
<td>$198.61</td>
</tr>
<tr>
<td></td>
<td>650 N. Conklin Rd.</td>
<td></td>
<td>650 N. Conklin Rd.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>131.25’</td>
<td></td>
<td>Lake Orion, MI 48362</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td>09-01-232-041</td>
<td>Trevor Page</td>
<td></td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 1 TO 4 INCL BLK 81</td>
<td>$216.66</td>
</tr>
<tr>
<td></td>
<td>676 N. Conklin Rd.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>236.22</td>
<td></td>
<td>Lake Orion, MI 48362</td>
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<tr>
<td>3.</td>
<td>09-01-232-036</td>
<td>Carolanne Wagner</td>
<td></td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 25 &amp; 26 BLK 81</td>
<td>$180.55</td>
</tr>
<tr>
<td></td>
<td>vacant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>60.00</td>
<td></td>
<td>Lake Orion, MI 48362</td>
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<tr>
<td>4.</td>
<td>09-01-232-029</td>
<td>Carolanne Wagner</td>
<td></td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 23 &amp; 24 BLK 81</td>
<td>$180.55</td>
</tr>
<tr>
<td></td>
<td>725 Camilla Blvd.</td>
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<td></td>
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<tr>
<td></td>
<td>60.00</td>
<td></td>
<td>Lake Orion, MI 48362</td>
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</tr>
<tr>
<td></td>
<td>737 Camilla Blvd.</td>
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<tr>
<td></td>
<td>93.90</td>
<td></td>
<td>Lake Orion, MI 48362</td>
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</tr>
<tr>
<td>6.</td>
<td>09-01-232-049</td>
<td>Kimberley D. Simmons</td>
<td></td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 18 &amp; 19, ALSO PART OF LOT 20 ALL DESC AS BEG AT SE COR OF LOT 18, TH ALG CURVE TO LEFT, RAD 424.52 FT CHORD BEARS S 45-32-33 W 75.32 FT, DIST OF 75.42 FT, TH N 47-59-17 W 119.77 FT TH N 56-09-35 E 111 FT, TH S 29-32-11 E 102.55 FT TO BEG BLK 81 3-8-99 FR 040</td>
<td>$180.55</td>
</tr>
<tr>
<td></td>
<td>749 Camilla Blvd.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>75.42</td>
<td></td>
<td>Lake Orion, MI 48362</td>
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<tr>
<td>7.</td>
<td>09-01-236-008</td>
<td>Ronald Keller</td>
<td></td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 5 TO 15 INCL BLK 79</td>
<td>$180.55</td>
</tr>
<tr>
<td></td>
<td>vacant</td>
<td></td>
<td>PO Box 613</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>90.00’ (of 315.23’)</td>
<td></td>
<td>Bloomfield Hills, MI 48303</td>
<td></td>
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</tr>
<tr>
<td>8.</td>
<td>09-01-236-007</td>
<td>Robert J. Barnes III</td>
<td></td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 16 TO 25 INCL BLK 79</td>
<td>$216.66</td>
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<tr>
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<td>740 Camilla Blvd.</td>
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<td></td>
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<tr>
<td></td>
<td>300.00’</td>
<td></td>
<td>Lake Orion, MI 48362</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>09-01-236-014</td>
<td>Jessica L. Johnson</td>
<td></td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOT 1, ALSO THAT PART OF LOTS 2 &amp; 3 LYING WLY OF L1 DESC AS BEG AT FT DIST S 60-55-41 E 8 FT FROM SW COR OF SD LOT 3, TH N 26-49-35 E 120.21 FT TO PT ON NLY LI OF SD LOT 2 LOC 33 FT WLY OF NW COR OF SD LOT 3 7-22-93 FR 010</td>
<td>$180.55</td>
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<td></td>
<td>760 Camilla Blvd.</td>
<td></td>
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<td></td>
<td>93.00’</td>
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<td>Sidwell No.</td>
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<td>Owner Name</td>
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<td>Legal Description</td>
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</table>
| 10.        | 09-01-236-015 766 Camilla Blvd. 93.00' | Matthew Wehner  
Cynthia Wehner  
766 Camilla Blvd.  
Lake Orion, MI 48362 | T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 THAT PART OF LOTS 2 & 3 LYING ELY OF LT DESC AS BEG AT PT DIST S 60-55-41 E 8 FT FROM SW COR OF SD LOT 3, TH N 26-49-35 E 120.21 FT TO PT ON NLY LI OF SD LOT 2 LOC 33 FT WLY OF NW COR OF SD LOT 3, ALSO ALL OF LOT 4 BLK 84 7-22-93 FR 010 | $180.55 |
| 11.        | 09-01-236-012 770 Camilla Blvd. 80.00' | Timothy R. Melvin  
770 Camilla Blvd.  
Lake Orion, MI 48362 | T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 5 & 6, ALSO LOT 7 EXC SELY 10 FT THEREOF BLK 84 9-19-91 FR 011 | $180.55 |
| 12.        | 09-01-236-013 780 Camilla Blvd. 36.00' (of 86.83) | Malcolm Whitehouse III  
780 Camilla Blvd.  
Lake Orion, MI 48362 | T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 SELY 10 FT OF LOT 7, ALSO ALL OF LOTS 8 & 9 BLK 84 9-19-91 FR 011 | $180.55 |
| 13.        | 09-01-234-006 1300 Oak Tr. 99.50' | Gregory Gard  
Lore Gard  
PO Box 508  
Lake Orion, MI 48361 | T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 6, 7 & 8 BLK 85 | $180.55 |
| 14.        | 09-01-234-011 1320 Oak Tr. 105.00' | Michael D. Stieler  
1320 Oak Tr.  
Lake Orion, MI 48362 | T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 9, 10 & 11 BLK 85 10/09/85 FR 008 & 009 | $198.61 |
| 15.        | 09-01-234-012 1370 Oak Tr. 102.16' | Gerard Major  
Dionna Major  
1370 Oak Tr.  
Lake Orion, MI 48362 | T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 12, 13 & 14 BLK 85 6-19-92 FR 004 & 010 | $198.61 |
| 16.        | 09-01-234-005 1380 Oak Tr. 64.00' | Carey J. McCardell  
1380 Oak Tr.  
Lake Orion, MI 48362 | T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 15 & 16 BLK 85 | $180.55 |
| 17.        | 09-01-233-007 1370 Viefield Dr. 399.54' | Michelle Wagner  
1370 Viefield Dr.  
Lake Orion, MI 48362 | T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 7 & 8 BLK 83 | $216.66 |
| 18.        | 09-01-233-008 750 Ridge Rd. 398.23' | John Blair  
Nancy Lange  
PO Box 406  
Lake Orion, MI 48361 | T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 1 TO 6 INCL BLK 83 | $216.66 |
| 19.        | 09-01-232-048 753 Ridge Rd. 176.37' | Glenn Busam  
Susan Busam  
753 Ridge Rd.  
Lake Orion, MI 48362 | T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 10, 11 & 12 BLK 82 6/17/88 FR 039 | $198.61 |
| 20.        | 09-01-232-047 797 Ridge Rd. 200.00' | Dennis P. Collins  
797 Ridge Rd.  
Lake Orion, MI 48362 | T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 7, 8 & 9 BLK 82 6/17/88 FR 039 | $198.61 |
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<tr>
<th>Sidwell No. Property Address</th>
<th>Owner Name</th>
<th>Mailing Address</th>
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<th>Assessment</th>
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<tr>
<td>09-01-232-046 1289 Viefield Dr. 75.00'</td>
<td>Richard Lisiecki III Stacey Smith</td>
<td>1289 Viefield Dr. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 1/2 OF LOT 4, ALSO ALL OF LOTS 5 &amp; 6 BLK 82 6/17/88 FR 039</td>
<td>$180.55</td>
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<td>09-01-232-045 1265 Viefield Dr. 47.00'</td>
<td>William Hufty Martha Hufty</td>
<td>1265 Viefield Dr. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 1, 2 &amp; 3, ALSO W 1/2 OF LOT 4 BLK 82 6/17/88 FR 039</td>
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<tr>
<td>09-01-230-012 1260 Viefield Dr. 35.00'</td>
<td>Erick Rucker Ellyn Rucker</td>
<td>1260 Viefield Dr. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 19, 20 &amp; 21 BLK 87 5-25-88 FROM 003</td>
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<tr>
<td>09-01-230-013 1288 Viefield Dr. 90.00'</td>
<td>Michael Donoghue</td>
<td>1288 Viefield Dr. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 16, 17 &amp; 18 BLK 87 5-25-88 FROM 003</td>
<td>$180.55</td>
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<tr>
<td>09-01-230-014 853 Ridge Rd. 240.00'</td>
<td>John Naren Diane Naren</td>
<td>853 Ridge Rd. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 12 TO 15 INCL BLK 87 5-25-88 FROM 003</td>
<td>$216.66</td>
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<tr>
<td>09-01-231-004 850 Ridge Rd. 130.00'</td>
<td>Robert W. Keller</td>
<td>850 Ridge Rd. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 1 TO 4 INCL BLK 86</td>
<td>$198.61</td>
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<tr>
<td>09-01-231-009 1359 Viefield Dr. 44.00'</td>
<td>Chance Randall</td>
<td>1359 Viefield Dr. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 27 &amp; 28 BLK 86</td>
<td>$180.55</td>
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<tr>
<td>09-01-231-010 1393 Viefield Dr. 120.00'</td>
<td>Christine Gates</td>
<td>30851 Warner Ave. Warren, MI 48092</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 23 TO 26 INCL BLK 86</td>
<td>$198.61</td>
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<tr>
<td>09-01-231-017 1433 Viefield Dr. 90.00'</td>
<td>John Mainprize</td>
<td>1433 Viefield Dr. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 20, 21 &amp; 22 BLK 86 5-12-86 FR 015 &amp; 016</td>
<td>$180.55</td>
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<td>09-01-231-018 vacant 30.00' (of 176.70')</td>
<td>John Mainprize</td>
<td>1433 Viefield Dr. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 18 &amp; 19 BLK 86 5-12-86 FR 016</td>
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<tr>
<td>09-01-231-020 1396 Woodfield Dr. 37.00'</td>
<td>Jeffrey John &amp; Carole Jean Carlson Trust Angela M. Carlson</td>
<td>1396 Woodfield Dr. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 15 TO 17 INCL BLK 86 8-28-87 FROM 014</td>
<td>$180.55</td>
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<td>Sidewell No.</td>
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<td>32.</td>
<td>09-01-231-019</td>
<td>Magnum Wheeler</td>
<td>1384 Woodfield Dr. 90.00’</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 12 TO 14 INCL BLK 86 8-28-87 FROM 013 &amp; 014</td>
</tr>
<tr>
<td></td>
<td>1384 Woodfield Dr. 90.00’</td>
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<td>1384 Woodfield Dr. Lake Orion, MI 48362</td>
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<td>33.</td>
<td>09-01-231-021</td>
<td>Timothy Denton</td>
<td>1378 Woodfield Dr. 120.00’</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 8 TO 11 INCL BLK 86 10-10-89 FR 011 &amp; 012</td>
</tr>
<tr>
<td></td>
<td>1378 Woodfield Dr. 120.00’</td>
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<td>1378 Woodfield Dr. Lake Orion, MI 48362</td>
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<td>34.</td>
<td>09-01-230-009</td>
<td>Stephen Skok</td>
<td>1290 Woodfield Dr. 170.00’</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 7 TO 11 INCL BLK 87</td>
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<tr>
<td></td>
<td>1290 Woodfield Dr. 170.00’</td>
<td>Victoria Skok</td>
<td>1290 Woodfield Dr. Lake Orion, MI 48362</td>
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<td>35.</td>
<td>09-01-230-011</td>
<td>Stephen R. Skok</td>
<td>vacant 45.00’</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 E 15 FT OF LOT 5, ALSO ALL OF LOT 6 BLK 87</td>
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<td></td>
<td>1290 Woodfield Dr. 45.00’</td>
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<td>1290 Woodfield Dr. Lake Orion, MI 48362</td>
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<td>36.</td>
<td>09-01-230-015</td>
<td>Stephen E. Skru</td>
<td>1250 Woodfield Dr. 78.00’</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 1 TO 4 INCL, ALSO LOT 5 EXC E 15 FT BLK 87 4-4-94 FR 006 &amp; 010</td>
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<td>1250 Woodfield Dr. 78.00’</td>
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<td>1250 Woodfield Dr. Lake Orion, MI 48362</td>
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<td>37.</td>
<td>09-01-226-033</td>
<td>Kyle Kobak</td>
<td>901 Old Hickory Ln. 80.00’</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 S 10 FT OF LOT 28, ALSO ALL OF LOTS 29 &amp; 30 BLK 89 5-21-92 FR 016 &amp; 030</td>
</tr>
<tr>
<td></td>
<td>901 Old Hickory Ln. 80.00’</td>
<td>Heather MacVeagh</td>
<td>901 Old Hickory Ln. Lake Orion, MI 48362</td>
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<td>38.</td>
<td>09-01-226-032</td>
<td>Simone Wright</td>
<td>911 Old Hickory Ln. 70.00’</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 S 20 FT OF LOT 26, ALL OF LOT 27, ALSO N 20 FT OF LOT 28 BLK 89 5-21-92 FR 029 &amp; 030</td>
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<tr>
<td></td>
<td>911 Old Hickory Ln. 70.00’</td>
<td></td>
<td>1171 La Rochelle Ter Unit F Sunnyvale, CA 94089</td>
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<td>39.</td>
<td>09-01-226-031</td>
<td>Chester J. Skamiera</td>
<td>921 Old Hickory Ln. 70.00’</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 24 &amp; 25, ALSO N 10 FT OF LOT 26 BLK 89 5-21-92 FR 029</td>
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<td>921 Old Hickory Ln. 70.00’</td>
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<td>921 Old Hickory Ln. Lake Orion, MI 48362</td>
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<td>40.</td>
<td>09-01-226-027</td>
<td>Katrina Saunders</td>
<td>1280 Indian Lake Rd. 50.00’ (of 110.00’)</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 21, 22 &amp; 23 BLK 89 5-9-89 FR 015</td>
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<td></td>
<td>1280 Indian Lake Rd. 50.00’ (of 110.00’)</td>
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<td>1280 Indian Lake Rd. Lake Orion, MI 48362</td>
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<td>41.</td>
<td>09-01-227-018</td>
<td>Jose Santana</td>
<td>920 Old Hickory Ln. 45.00’ (of 60.00”)</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 20 &amp; 21 BLK 90</td>
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<td>920 Old Hickory Ln. 45.00’ (of 60.00”)</td>
<td>Elizabeth Myers</td>
<td>920 Old Hickory Ln. Lake Orion, MI 48362</td>
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<td>42.</td>
<td>09-01-227-019</td>
<td>Jessica Declute</td>
<td>900 Old Hickory Ln. 60.00’</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 18 &amp; 19 BLK 90</td>
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<td>900 Old Hickory Ln. 60.00’</td>
<td>Thomas Declute</td>
<td>Norma Declute</td>
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<td>Sidwell No.</td>
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<td>09-01-227-017</td>
<td>1269 Woodfield Dr. 100.00’</td>
<td>Tyler Frederick Jade Frederick</td>
<td>1269 Woodfield Dr. Lake Orion, MI 48362</td>
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<td>09-01-227-023</td>
<td>1287 Woodfield Dr. 210.00’</td>
<td>Steven Wright Jr.</td>
<td>1287 Woodfield Dr. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 12, 13 &amp; 14 BLK 90</td>
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<td>09-01-227-026</td>
<td>901 Ridge Rd. 60.00’</td>
<td>Karen Perepeluk Revocable Living Trust</td>
<td>901 Ridge Rd. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 10 &amp; 11 BLK 90 08/06/85 FR 024</td>
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<td>09-01-227-025</td>
<td>921 Ridge Rd. 60.00’</td>
<td>Theresa Jo Hutchings</td>
<td>921 Ridge Rd. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 8 &amp; 9 BLK 90 08/06/85 FR 024</td>
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<tr>
<td>09-01-227-015</td>
<td>1326 Indian Lake Rd. 110.00’</td>
<td>Ronald Schons Opal Schons</td>
<td>1326 Indian Lake Rd. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 4 TO 7 INCL BLK 90</td>
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<td>09-01-228-015</td>
<td>936 Ridge Rd. 170.00’</td>
<td>Stuart J. Hutchings</td>
<td>936 Ridge Rd. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 1 TO 4 INCL, ALSO LOTS 28 &amp; 29 BLK 91</td>
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<tr>
<td>09-01-228-005</td>
<td>930 Ridge Rd. 60.00’</td>
<td>Denise Miller</td>
<td>930 Ridge Rd. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 26 &amp; 27 BLK 91</td>
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<td>09-01-228-019</td>
<td>1367 Woodfield Dr. 210.00’</td>
<td>Brian L. Kelly Sharon Kelly</td>
<td>1367 Woodfield Dr. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 23, 24 &amp; 25 BLK 91 07/27/87 FR 010</td>
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<tr>
<td>09-01-228-020</td>
<td>1391 Woodfield Dr. 150.00’</td>
<td>Daniel L. Theisen</td>
<td>PO Box 647</td>
<td>Lake Orion, MI 48361</td>
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<td>09-01-228-022</td>
<td>1397 Woodfield Dr. 68.00’</td>
<td>Patricia Fuelling</td>
<td>1397 Woodfield Dr. Lake Orion, MI 48362</td>
<td>T4N, R10E, SEC 1 BUNNY RUN COUNTRY CLUB ANNEX NO 5 LOTS 15 TO 17 INCL BLK 91 10-19-90 FROM 016</td>
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**TOTAL** $9695.97
8/5/2019

INVOICES

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<td>Board Bills</td>
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Total Invoices
void N/A

$2,313,787.50

Total Invoice Disbursements

$2,313,787.50

PAYROLL

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<th>$13,279.34</th>
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<td>Regular</td>
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<td>$146,641.82</td>
<td>$208,118.05</td>
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***The difference between net and gross payroll is paid out of the Trust & Agency account, not the General account

Total Payroll Disbursements

$157,319.64
$221,397.39

Grand Total Disbursements

$2,535,184.89

Due to the conversion to pooled cash, and the need to filter out Trust & Agency checks from the attached totals, the check register format will not only appear different, but will appear to have skipped check numbers.

Prepared by Tandem Graves, AP/PA Coordinator
1. CALL TO ORDER. The Charter Township of Orion Board of Trustees held a regular meeting on Monday, July 15, 2019 at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan. Supervisor Barnett called the meeting to order at 6:49 p.m.

BOARD MEMBERS PRESENT: Chris Barnett, Penny Shults, Donni Steele, Brian Birney, Julia Dalrymple, Mike Flood, John Steimel

BOARD MEMBERS ABSENT: None


2. CLOSED EXECUTIVE SESSION: Discuss Attorney Opinion.

The Board was in temporary recess from 6:50 p.m. – 7:19 p.m. for the Closed Executive Session.

The regular Board of Trustees meeting reconvened at 7:19 p.m.

3. INVOCATION AND PLEDGE. All rose for the Pledge of Allegiance.

4. CITIZEN OF THE MONTH. Supervisor Barnett recognized Suzanne Baber as the Citizen of the Month for her commitment to the community and her generous donations to the Miracle League.

5. RECOGNITIONS.

A. Orion Green Up Award. Aaron Whatley, Orion Township Parks and Recreation Director, recognized Woodside Bible Church for their efforts in helping to keep the community beautiful.

B. LOHS Golf State Champions. Supervisor Barnett congratulated the Lake Orion High School Golf Team on being the current State Champions.

C. LOHS TPW National Recognition. Supervisor Barnett recognized the Lake Orion High School Television Production Workshop (TPW) team on their National Recognition for their broadcasting accomplishments at the high school.
6. PRESENTATION – Orion Township Library. Karen Knox, Director of the Orion Township Library, gave a presentation on events happening at the Library.

7. PUBLIC HEARINGS.

   A. SSH & SSH #1 Private Road Maintenance SAD #3 – Public Hearing on Proposed Roll.

   B. Square Lake Water Quality Control SAD #3B – Public Hearing on Proposed Roll.

8. APPROVAL OF BILLS. Moved by Treasurer Steele, seconded by Trustee Flood to authorize payment of bills in the amount of $412,827.73 and payrolls in the amount of $197,987.28, for a total disbursement of funds in the amount of $610,815.01, as presented. AYES: Dalrymple, Flood, Steimel, Barnett, Shults, Steele, Birney  ABSENT: None NAYS: None  MOTION CARRIED

9. BRIEF PUBLIC COMMENT. Public comment was heard.

10. APPROVAL OF AGENDA. Clerk Shults requested the addition of Item 11.J. Baldwin Maybee Development, LLC Agreement to the Consent Agenda. Moved by Clerk Shults, seconded by Trustee Steimel to approve the Agenda, as amended. MOTION CARRIED

11. CONSENT AGENDA

   A. Minutes, Regular Meeting: Monday, July 1, 2019. Approve, as presented.

   B. Minutes, Public Hearing, Long Lake Water Quality Control SAD #1: Monday, July 1, 2019. Approve, as presented.

   C. Minutes, Public Hearing, Elkhorn Lake Water Quality Control SAD #6: Monday, July 1, 2019. Approve, as presented.

   D. License Agreement for the Paint Creek Trailways. Receive and file the License Agreement for the Paint Creek Trailways.

   E. SMART FY 2020 Municipal Credit Contract. Approve the SMART contract for 2020 and authorize the Supervisor to sign it with the understanding that the funds will be used to help fund the Township’s participation in NOTA, which will reduce the amount needed from the General Fund.

   F. Long Lake Water Quality Control SAD #1 – Schedule Hearing on Proposed Roll. Adopt the Long Lake Water Quality Control SAD #1 Resolution to schedule the Public Hearing on the Proposed Special Assessment Roll for Monday, August 19, 2019 at 7:00 p.m.
G. Elkhorn Lake Water Quality Control SAD #6 – Schedule Hearing on Proposed Roll. Adopt the Elkhorn Lake Water Quality Control SAD #6 Resolution to schedule the Public Hearing on the Proposed Special Assessment Roll for Monday, August 19, 2019 at 7:00 p.m. (immediately following the 7:00 p.m. Public Hearing for the Long Lake Water Quality Control SAD #1).

H. Gregory Meadows Amended Condominium Documents. Motion to approve the amended condo documents (Master Deed, By-Laws, and Exhibit B) for Gregory Meadows and authorize the Township Supervisor to execute the same, with the condition that the changes requested by the consultants are incorporated.

I. Purchase Diesel Exhaust Removal System – Fire Department. Approve and authorize the Fire Department to purchase one (1) replacement diesel exhaust source-capture hose system for Fire Station 4, in the amount of $71,144.72 from account 406-958-977 to Hastings Air-Energy Control, Inc., 5555 S. Westridge Drive, New Berlin, WI 53151-7900.

J. Baldwin Maybee Development, LLC Agreement. Approve the Reimbursement Agreement between the Charter Township of Orion and Baldwin Maybee Development, LLC.

Moved by Trustee Steimel, seconded by Trustee Flood to approve the Consent Agenda, as amended.
AYES: Steele, Birney, Dalrymple, Flood, Steimel, Barnett, Shults
ABSENT: None
NAYS: None
MOTION CARRIED

12. PENDING BUSINESS

A. SSH & SSH #1 Private Road Maintenance SAD #3 – Action after Hearing. Moved by Clerk Shults, seconded by Trustee Birney to adopt the Charter Township of Orion SSH & SSH #1 Private Road Maintenance SAD #3 Resolution confirming the Assessment Roll, as presented.
AYES: Birney, Dalrymple, Flood, Steimel, Barnett, Shults, Steele
ABSENT: None
NAYS: None
MOTION CARRIED

B. Square Lake Water Quality Control SAD #3B – Action after Hearing. Moved by Clerk Shults, seconded by Trustee Dalrymple to adopt the Charter Township of Orion Square Lake Water Quality (Algae/Weed Control) SAD # 3B Resolution confirming the Assessment Roll, as presented.
AYES: Dalrymple, Flood, Steimel, Barnett, Shults, Steele, Birney
ABSENT: None
NAYS: None
MOTION CARRIED

C. Ethics Policy. A discussion was held regarding the Ethics Policy. Moved by Clerk Shults, seconded by Trustee Flood to rename the Standards of Conduct Policy to be called Standards of Conduct and Ethics Policy.
AYES: Flood, Steimel, Barnett, Shults, Steele, Birney, Dalrymple
ABSENT: None
NAYS: None
MOTION CARRIED
D. Review Bids – Consulting Services. Moved by Clerk Shults, seconded by Trustee Birney to renew the civil engineering services for OHM Advisors, the current engineering consultant for Orion Township, for a term of 3 years with a clause to renew for 2 additional years.

AYES: Steimel, Barnett, Shults, Steele, Birney, Dalrymple, Flood

ABSENT: None

MOTION CARRIED

Trustee Birney requested being recused from the vote for legal services. Moved by Trustee Flood, seconded by Treasurer Steele to recuse Trustee Birney from the vote on legal services. MOTION CARRIED

Moved by Clerk Shults, seconded by Trustee Flood to renew the General Legal & Prosecution services with the Kelly Law Firm for a term of 3 years, with a clause to renew for 2 additional years.

AYES: Steele, Dalrymple, Flood, Steimel, Barnett, Shults

ABSENT: None

NAYS: None

MOTION CARRIED

Moved by Clerk Shults, seconded by Trustee Flood to renew the Economic Development Consultation Services with Strategic Communications Solutions (SCS) for a term of 3 years, with a clause to renew for 2 additional years.

AYES: Birney, Dalrymple, Flood, Steimel, Barnett, Shults, Steele

ABSENT: None

MOTION CARRIED

Moved by Treasurer Steele, seconded by Trustee Flood to have all 4 companies who submitted a bid for Planning and Zoning come to a workshop at 6:00 p.m. on August 5, 2019 to have each company do a fifteen-minute presentation about their companies for the Board of Trustees.

MOTION CARRIED

Moved by Trustee Flood, seconded by Treasurer Steele to create an ad-hoc committee consisting of Donni Steele, Julia Dalrymple, and Chris Barnett to review Government Representation and Consulting Services, and bring back a recommendation to the Board of Trustees.

MOTION CARRIED

E. Handbook Updates. Moved by Clerk Shults, seconded by Trustee Flood to approve the updated Handbook, as amended.

AYES: Shults, Steele, Birney, Dalrymple, Flood, Steimel, Barnett

ABSENT: None

MOTION CARRIED

F. Interlocal Agreement – Orion Township and Village of Lake Orion for the Paint Creek Trailways. Moved by Trustee Flood, seconded by Clerk Shults to approve the Interlocal Agreement between the Village of Lake Orion and Charter Township of Orion Township regarding the Paint Creek Trailways.

Clerk Shults withdrew her support of the motion.
Interlocal Agreement – Orion Township and Village of Lake Orion for the Paint Creek Trailways. Moved by Clerk Shults, seconded by Treasurer Steele to receive and file the report, as presented.
AYES: Dalrymple, Steimel, Barnett, Shults, Steele, Birney
NAYS: Flood
ABSENT: None
MOTION CARRIED

Moved by Treasurer Steele, seconded by Clerk Shults to remove Supervisor Barnett as an alternate of the Paint Creek Trail Commission and approve an additional alternate member that was recommended by the Village Council.
MOTION AMENDED
Moved by Treasurer Steele, seconded by Clerk Shults to remove Supervisor Barnett as the Paint Creek Trail Commission Representative and request recommendations from the Village.
MOTION CARRIED

G. First Reading – PC-2019-25 Silver Bell Bio Tech Conditional Rezone Request. Moved by Clerk Shults, seconded by Trustee Flood that the Charter Township of Orion Board of Trustees having reviewed the application, the Township consultant’s reviews and having taken into consideration the following:
Compatibility with the policies; compatibility, or reasonable assimilation through offered conditions; availability and adequacy of public services and facilities; and whether the development will advance the public interest, moved to declare the first reading of PC-2019-25 Silver Bell Bio Tech, a request to Conditionally Rezone 8.703 acres of unaddressed parcel at the northwest corner of Lapeer and Silverbell Roads (09-26-300-011) from Office Professional (OP) to Industrial Park (IP) with conditions, to have been held on July 15, 2019, and direct the Clerk to advertise for the second reading and possible approval on August 19, 2019, for the reasons given in the motion by the Planning Commission to recommend approval at their June 19, 2019 meeting.
AYES: Barnett, Shults, Steele, Birney, Dalrymple, Flood, Steimel
NAYS: None
ABSENT: None
MOTION CARRIED

H. First Reading – PC-2019-26 Silver Bell Retail Rezone Request. Moved by Clerk Shults, seconded by Trustee Flood to declare the first reading of PC-2019-26, Silver Bell Retail, a request to Rezone 7.75 acres of unaddressed parcel at the northwest corner of Lapeer and Silverbell Roads (09-26-300-011) from Office Professional (OP) to General Business (GB), to have been held on July 15, 2019, and direct the Clerk to advertise for the second reading and possible approval on August 19, 2019, for reasons given in the motion by the Planning Commission to recommend approval at their June 19, 2019 meeting.
AYES: Shults, Steele, Birney, Dalrymple, Flood, Steimel, Barnett
NAYS: None
ABSENT: None
MOTION CARRIED

MOTION CARRIED
J. Resolution – Notice of Intent. Capital Improvement Bonds for the New Township Hall. Moved by Treasurer Steele, seconded by Trustee Birney to approve the Notice of Intent Resolution for Capital Improvement Bonds in an amount not to exceed $15,000,000 for the purpose of paying all or part of the costs of constructing, acquiring, furnishing and equipping a new Township Hall facility, together with all related site improvements, appurtenances and attachments, and further, direct the Township Clerk to publish the Notice of Intent in the Lake Orion Review as set forth in State Law, and authorize the Township Clerk to certify the Resolution and Affidavit of Publication.

AYES: Birney, Dalrymple, Flood, Steimel, Barnett, Steele

ABSENT: None

NAYS: Shults

MOTION CARRIED

K. Tax Collection Agreements. Moved by Treasurer Steele, seconded by Clerk Shults to authorize the Supervisor and the Clerk to sign the 2019 agreements that will stay in effect for the next 3 years, and that would be negotiated again for the 2022 tax collection.

AYES: Dalrymple, Flood, Steimel, Barnett, Shults, Steele, Birney

ABSENT: None

NAYS: None

MOTION CARRIED

13. REPORTS

A. Police/Fire Reports. Moved by Trustee Birney, seconded by Trustee Steimel to receive and file the Police and Fire Reports, as presented.

MOTION CARRIED

B. Letter from Michigan Townships Association. Moved by Trustee Steimel, seconded by Trustee Birney to receive and file the letter from the Michigan Townships Association, as presented.

MOTION CARRIED

C. Baldwin Road Update. Moved by Trustee Flood, seconded by Trustee Birney to receive and file the Baldwin Road update, as presented.

MOTION CARRIED

D. Financial Reports. Moved by Trustee Flood, seconded by Trustee Birney to receive and file the Financial Reports, as presented.

MOTION CARRIED

14. PUBLIC COMMENT. Public Comment was heard.

15. BOARD MEMBER COMMENTS. Board member comments were heard.
16. **ADJOURNMENT.** Moved by Trustee Flood, seconded by Trustee Birney to adjourn. 
MOTION CARRIED  The meeting was adjourned at 10:45 p.m.

_________________________________

Penny S. Shults, Clerk

_________________________________

Chris Barnett, Supervisor
Charter Township of Orion

Transcription: K. Comeau
1. **CALL TO ORDER.** The Charter Township of Orion Board of Trustees held a special meeting on Monday, July 15, 2019 at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan. Supervisor Barnett called the meeting to order at 6:03 p.m.

2. **BOARD MEMBERS PRESENT:** Chris Barnett, Penny Shults, Donni Steele, Brian Birney, Julia Dalrymple, Mike Flood, John Steimel

   **BOARD MEMBERS ABSENT:** None

3. **PENDING BUSINESS**

   **New Township Hall Construction Project.** Scott Reynolds from Auger Klein Aller Architects gave an overview of the Township Hall plans.

   AYES: Birney, Dalrymple, Flood, Steimel, Barnett, Shults, Steele

   ABSENT: None

   NAYS: None

   MOTION CARRIED

4. **ADJOURNMENT.** Moved by Trustee Flood, seconded by Trustee Birney to adjourn.

   MOTION CARRIED

   The meeting was adjourned at 6:49 p.m.

__________________________________________  
Penny S. Shults, Clerk

__________________________________________  
Chris Barnett, Supervisor  
Charter Township of Orion

Transcription: K. Comeau
CALL TO ORDER. The Charter Township of Orion Board of Trustees held a Public Hearing on Monday, July 15, 2019, at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan. The SSH & SSH#1 Private Road Maintenance Special Assessment District #3 – Public Hearing on Proposed Roll was held to provide an opportunity for members of the public to offer comments related to this.

BOARD MEMBERS PRESENT: Chris Barnett, Penny Shults, Donni Steele, Brian Birney, Julia Dalrymple, Mike Flood, John Steimel

BOARD MEMBERS ABSENT: None

OTHERS PRESENT: Scott Reynolds
Lillian Hutchison
Jill & Marie Maxwell
Pat Marriott
Frances Kunz
Gary Roberts
Christine Puchalski
Dan Dewey
Roger Smith
Cindy & Joe Fraga
Sienna Gibson
Karen Knox
Aaron Whatley
Jon Dahlke
George Hanley
Cathy Srock
K. Joseph Young
Becca Hamilton
Kathleen Lester
Phil Christi
Lisa Goyette
Jack Holthaus
Harold Mitchell
Charles Lester
Eric Maxwell
Amanda Pordon
Robert Puchalski

Supervisor Barnett convened the Public hearing at 7:48 p.m.

Clerk Shults gave an overview regarding the Special Assessment District.

Clerk Shults noted information that was received from the following residents in support of the SAD: Gary & Nancy Thede, 1120 Crestmont; Karen & Alan Meier, 1324 Maple Pt.; and Nate & Missy Butki, 1342 Maple Pt.

Kathleen Lester, 1365 Kempster, stated that she supports the SAD. Ms. Lester stated she remembers the deeply rutted roads, the swamp flooded Kempster Road, and the road full of pot holes, along with the snow-covered roads. Ms. Lester stated she remembers when all of the mailboxes were lined up on Heights Road on a curve, because the post office wouldn’t deliver mail inside the sub, due to uncertain impassibility. The residents had to assure the post office that the roads would be taken care of on a consistent basis during the ‘70’s and ‘80’s. The volunteers got involved to work together in order to benefit the commonly owned properties and roads to develop a safe, drivable road and provide ingress and egress. Eventually, they were able to develop and get a SAD to provide a comprehensive, reliable plan for the residents in order to provide consistent snow plowing, grading and gravel, chloriding, ice mitigation and removal of downed trees across the roads. Ms. Lester stated that they don’t want to return to the past, because it was not working, and we really need this SAD to continue to provide the needed services to keep the sub safe. More volunteers are always welcome to join to help out. They have a yearly membership meeting to hear and discuss the roads and properties so they can work towards the betterment of the sub. Please approve the SAD.
Frances Kunz, 1220 Kempster Rd., stated he supports the SAD; however, he is concerned because he doesn’t see a project to widen to two lanes of Kempster Road where it approaches Heights Rd. in the work plan. Mr. Kunz stated this is an unsafe condition, and the police have been down there a number of times. Mr. Kunz has been involved in a collision himself in that area. The record shows that it is designed for a two-lane road; however, it’s about 1 & 1/2 lanes. With the garbage trucks, the box vans and the buses that come on the road, it is unsafe if they are approaching Heights Rd. Mr. Kunz stated he would like to have a project to widen Kempster Rd. at the approach to Heights Rd. included in the work plan.

Joe Frega, 1270 Kempster, supports the SAD. Mr. Frega stated that Kathy Lester is absolutely right about the need for the SAD, because without the SAD it would be a mess. Mr. Frega stated that the SAD is a great tool, and it helps everyone in the neighborhood.

Seeing and hearing no other citizens were interested in providing comments or any other written comments were received related to the SSH & SSH#1 Private Road Maintenance Special Assessment District #3 – Public Hearing on Proposed Roll, Supervisor Barnett adjourned the Public Hearing at 7:54 p.m.

Penny S. Shults, Clerk

Chris Barnett, Supervisor
Charter Township of Orion

Transcription: K. Comeau
CALL TO ORDER. The Charter Township of Orion Board of Trustees held a Public Hearing on Monday, July 15, 2019, at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan. The Square Lake Water Quality Control Special Assessment District #3 – Public Hearing on Proposed Roll was held to provide an opportunity for members of the public to offer comments related to this.

BOARD MEMBERS PRESENT: Chris Barnett, Penny Shults, Donni Steele, Brian Birney, Julia Dalrymple, Mike Flood, John Steimel

BOARD MEMBERS ABSENT: None

OTHERS PRESENT:
Scott Reynolds Dan Dewey George Hanley Jack Holthaus
Lillian Hutchison Roger Smith Cathy Srock Harold Mitchell
Jill & Marie Maxwell Cindy & Joe Fraga K. Joseph Young Charles Lester
Pat Marriott Sienna Gibson Becca Hamilton Eric Maxwell
Frances Kunz Karen Knox Kathleen Lester Amanda Pordon
Gary Roberts Aaron Whatley Phil Christi Robert Puchalski
Christine Puchalski Jon Dahlke Lisa Goyette

Supervisor Barnett convened the Public hearing at 7:54 p.m.

Clerk Shults gave an overview regarding the Special Assessment District.

Clerk Shults noted that letters or comments were received from the following residents regarding this SAD Public Hearing; Glenn Bartoni, 1664 S. Newman Rd. & 532 Kennard stating opposition to the SAD; Gary & Nancy Thede, 1120 Crestmont are in favor of the SAD; Ron Matijega, 1676 S. Newman Rd.; Karen & Alan Meier, 1324 Maple Pt. are in favor of the SAD; Nate & Missy Butki, 1342 Maple Pt. are in favor of the SAD; Ellen Wallace Miller & Hurston Wallace, 1060 Devon are in opposition to the SAD; Michael and Catherine Kolomitz, 1075 Devon are in opposition to the SAD; Tara Christi, 1093 Devon is opposed to the SAD; and Richard Leczel, 1101 Devon, is opposed to the SAD.

Kathleen Lester, 1365 Kempster, stated that she supports the SAD for the quality of the lake. Ms. Lester stated she has been there since the 70’s and she knew about the complications of the lake and she stated it is really important to keep the lake in good shape.

Pat Marriot, 893 Lakeview Dr., stated that she has a problem with the SAD district because of the way it is written it says it should be noted to be a voting member of the Board, you must be a lakefront property owner, a riparian owner and currently non-lakefront alternates can only vote in the absence of their directors. Ms. Marriot stated that she has a problem with that because she paid money on 4 pieces of property to go on the lake and she would like to at least have some kind of a vote and she doesn’t think it’s right. Ms. Marriot stated that she objects, and it’s not
because she has a deed that shows that she has beach front property, and she thinks that should be taken into consideration.

Joe Frega, 1270 Kempster, stated that lake quality is very important. Mr. Frega stated that this is one of the cleanest lakes in Oakland County and without the algae control, it would be a mess. Mr. Frega stated that he has seen lakes in the area that have gone untreated and they are dead and he is in favor of the SAD.

Cristine Puchalski, 727 Joslyn Rd., stated that she is in favor of the SAD. Ms. Puchalski stated she sees many people enjoying the lake whether it’s boating, fishing, and swimming and she stated that algae control is important. Ms. Puchalski stated that when she sees her grandchildren out swimming enjoying the water, it is a joy to see so many out on the water at all times of the year.

Seeing and hearing no other citizens were interested in providing comments or any other written comments were received related to the Square Lake Water Quality Control Special Assessment District #3 – Public Hearing on Proposed Roll, Supervisor Barnett adjourned the Public Hearing at 7:59 p.m.

________________________________________
Penny S. Shults, Clerk

____________________________
Chris Barnett, Supervisor
Charter Township of Orion

Transcription: K. Comeau
To: Chris Barnett, Township Supervisor  
From: Aaron Whatley, Parks & Recreation Director  
Meeting Date: August 5, 2019  
Memo Date: July 19, 2019  
Subject: LO Palooza – Facility Use, Alcohol, and Concessions Applications

REQUEST
Attached please find the facility use and alcoholic beverage applications from Kristi Schons of the Daisy Project for their annual LO Palooza fundraising event, to be held September 13 – 15, 2019. They are requesting board approval and waiver of all fees associated with this event.

REASON/PROCESS
This event has been held at the Wildwood Amphitheater for many years; it is a major fundraiser for the group, which has provided funding for various items to improve accessibility of recreational opportunities throughout the Township. This year, the proceeds are earmarked for the new Miracle League Field of North Oakland County, located at Friendship Park.

BUDGET
Financial Item? Yes X No If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
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</table>

RECOMMENDATION (Motion)
Board action would be to approve all necessary permits for the Daisy Project and waive any associated fees for the annual LO Palooza fundraising event.
Wildwood Facility Use Application Form

Contact Person: Kristi Schons
Organization (if applicable): The Daisy Project - Mi

Address: 8036 Voorheis Lake Ct.
City: Lake Orion
Zip: 48360

Day Phone: 248-568-8692
Evening Phone: 248-568-8692
Fax: ____________________________

Cell Phone: 248-568-8692
Email Address: kristisdpmi@gmail.com

Event Purpose: Fundraiser for The Miracle League of North Oakland
Estimated Attendance: 000+

Type of Use:
- Private Party
- Reunion
- Banquet
- Fundraiser
- Graduation Open House
- Meeting
- Seminar
- Wedding Reception
- Other: ____________________________

Date(s) Requested: 9/13/19 - 9/15/19
Time(s) Requested: 7am - 2pm

AGREEMENT: The Undersigned Hereby Agrees to the Following:

- Payment of all applicable rental fees as outlined in the rental policy guidelines, including but not limited, to $200 damage deposit and $15 application fee. If alcohol request is permitted an additional $300 security deposit will be required.
- Provide proof of liability insurance as required in the attached Insurance Requirements.
- No smoking, alcoholic beverages or illegal substances are permitted on Township property.
- Applicant is responsible for the conduct of participants and spectators. Profane language, boisterous behavior, or other objectionable demeanor is not permitted.
- The applicant must abide by the policies of the Charter Township of Orion and the laws of the State of Michigan. Federal Law, Fire and Safety Codes will be enforced. Complete Policy Received [X] (initial)

The undersigned hereby applies to the Charter Township of Orion for the use of above facilities and certifies the information is correct and furthermore agrees to abide by all ordinances, policies, and rules and regulations which may apply. The applicant shall indemnify and hold harmless the Charter Township of Orion, its elected and appointed officials, its employees and agents from and against any and all claims, demands, suits, actions, payments and judgments as a result of injury or death of any person or property damage to any property sustained by applicant or any other persons which arise from or in any manner grow out of any act or omission on or about said facility by applicant, its agents, guests or employees in the execution of this rental agreement including any and all expenses, legal or otherwise incurred by the Charter Township of Orion or its representatives in the defense of any site or claim. Such indemnity shall not include claims arising as a result of the sole negligence of the Charter Township of Orion, its elected and appointed officials, its employees and agents. Photographs may be taken at certain Recreation Department activities and unless the department receives signed, written objections, photos may be reproduced for publication.

DO NOT ATTEMPT TO USE FACILITIES WITHOUT TOWNSHIP APPROVAL/PERMIT

Applicant’s Signature: Kristi Schons
Date: 7/16/19

Ver. 3; 6-1-16

28
Applicant/Organization Name: Kristi Schons / The Daisy Project, MI

Other Information:

- Is your event open to the public? ☑ Yes ☐ No
- Will you be serving food and/or beverages? ☑ Yes ☐ No
- Will there be children attending the event? ☑ Yes ☐ No
- Will there be live or amplified music? ☑ Yes ☐ No
- Are you charging for admission on-site or off-site? ☑ Yes ☐ No
- Will you be selling concessions during the event? ☑ Yes ☐ No
- Are you hiring a party vendor? (caterer, DJ, entertainer, inflatable, etc.) ☑ Yes ☐ No
- Will fundraising or product sales take place on-site? ☑ Yes ☐ No

Department Staff Use Only

Employee Completing Application: ___________________________ Date: ____________ Time: _______

Assessed Fees:

☐ $15 Application Fee $__________
☐ $200 Damage/Security Deposit $__________
☐ $300 Alcohol Security Deposit $__________
☐ Rental Fee $__________

TOTAL DUE $__________

Rental Check List:

☐ Copy of Insurance
☐ Completed Application
☐ Facility Set-up Form(s)
☐ Special Requests

Form of Payment: ☐ Cash ☐ Check # ____________ ☐ Money Order

Damage/Security Deposit:

Refund Request Date: ____________
Assessment of Damages: ____________
Total Refund: ____________
Check Number: ____________
Date Mailed: ____________
Insurance Requirements

Liability Insurance Requirements

A. A copy of a homeowner, condo or tenants policy with a minimum of $300,000 liability is required of individuals.

B. All commercial, non-profits and charitable groups, which include but are not limited to; moon walks, dunk tanks, tethered hot air balloon rides, tent rentals, etc., must provide evidence certifying insurance coverage in the amount of $1,000,000.00 combined single limit liability insurance policy naming “The Charter Township of Orion and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers” as Additional Insured to said policy. The minimum coverage is $1,000,000.00 policy as directed by the Township’s attorney.

A copy of your policy must accompany your completed rental agreement.
Application for Permission to Sell Concessions

Contact Person: Kristi Schons Organization (if applicable): The Daisy Project - MI
Address: 3936 Voorheis Lake Ct. City: Lake Orion Zip: 48360
Day Phone: 248-568-0692 Evening Phone: 248-568-8092 Fax:
Cell Phone 248-568-0692 Email Address: kristidsmi@gmail.com
Location(s): Wildwood - concession
Equipment Description: We will be selling water, pop, prepackaged snacks
Purpose of Sale: Fundraiser

Brief description of proposed food service including any factors which may interfere with any other department/park functions:

none

Applicant must comply with all Orion Township rules and ordinances, Oakland County Health Department, State of Michigan and Federal Health and Safety regulations and satisfactorily pass periodic inspections. The Township reserves the authority to inspect the concession stands, equipment and food at any time without prior notice and may cancel the contract based upon false information or the applicant's inability to act in accordance with law or policy.

Applicant's Signature: Kristi Schons Date: 7/16/19

Attachments:
- Liability Insurance with the Township named as an additional insured
- Food Handler License
- Copy of Food Menu with Prices
- Certificate of Non-Profit (if applicable)
- $15.00 Application Fee

☐ APPROVED  ☐ DENIED per Township Board action on: ________________________

Supervisor Date

6-22-12; V2
APPLICATION FORM
Special Permit
Ordinance 76, Alcoholic Beverages Regulation

Type of Permit: Special One Day Liquor License
Date of Permit: 9/14/19

☐ $300 Non-Refundable Fee Paid On: ________________

1. Name: Kristi Scheer / The Daisy Project - Mi
   Address: 3021 Voorhees Lake Ct
   Lake Orion, MI 48360
   Fax: / Email: Kristen.Scheer@gmail.com

Please provide the following information:

1. Past record of licensee, including liquor license violations and police contacts (Township will request from Oakland County Sheriff's Department.) none

2. Plans for dealing with, and for avoiding, nuisances and neighborhood problems created by permit:
   It will be a contained area. There will be plenty of volunteers and Daisy Project board members overseeing the event to make sure no problems.

3. Proposed changes in licensee's operation if granted permit: ________________________________
4. Proposed event requiring a special permit: **LO. Palooza 2019**

---

Type of dance, entertainment, or dance/entertainment activities proposed for event requiring special permit: **Beer tent, live music, kid's activities**

---

5. Plans for addressing potential increased parking needs: **There are plenty of parking spaces - overflow to next to soccer fields Civic Center if needed. Parking attendants.**

---

6. To be completed by Township:

- [ ] Adequate management operations for permit
- [ ] Compliance with changes in informational filing (Ord. 76, Section 5)

---

1. __________________________ (print name), swear (or affirm) that I will not violate any of the Laws of the State of Michigan, or of the United States, or any Ordinances of the Charter Township of Orion in the conduct of the business stated above and that all of the above information and attached documentation is true, to the best of my knowledge.

Signature of Applicant

Date: _______________________

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TOWNSHIP BOARD ACTION: □ APPROVAL □ DISAPPROVAL

REASONS:

---

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Application for Alcohol Use Permit

<table>
<thead>
<tr>
<th>Printed Applicant’s Name</th>
<th>Organization, Group, Company, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kristi Schons</td>
<td>The Daisy Project - MI</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Applicant’s Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<tbody>
<tr>
<td>80310 Voorhees Lake Ct.</td>
<td>Lake Orion</td>
<td>MI</td>
<td>48360</td>
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<table>
<thead>
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<tr>
<th>Home Phone</th>
<th>Business Phone</th>
<th>Email Address</th>
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</thead>
<tbody>
<tr>
<td>248-568-8692</td>
<td>248-568-8692</td>
<td>Kristi@<a href="mailto:dpmi@gmail.com">dpmi@gmail.com</a></td>
</tr>
</tbody>
</table>

Facilities Requested (must be specifically defined, example: “Room 100”)
- Wildwood Amphitheater

Event Date: 9-14-19
Event Hours: 12-11 pm

The undersigned acknowledges that they have reviewed a copy of the Township Rules and Regulations with regard to the use of alcohol on Township Property.

Alcoholic beverages may not be sold or offered for sale nor may you charge any type of admission to your event unless the applicant has been issued an alcohol permit by Orion Township and has obtained where appropriate a one day liquor license by the Michigan Liquor Control Commission. This permit may be revoked at the discretion of the Police Department or designated Community Programs Department employee to preserve the Public Peace and to enforce all the Ordinances of the Township or the laws of the State of Michigan as they apply to the consumption of alcohol.

Alcoholic beverages must be served and consumed only in the designated area specified in the permit issued by the Township.

The person making application for this permit and signing below will be held responsible for the actions of their guests. This person may be cited and charged under Township Ordinances or Michigan Statutes for any violations of the liquor laws relating to the consumption of alcohol by minors.

To the fullest extent permitted by law the Daisy Project - MI agrees to defend, pay on behalf of, indemnify, and hold harmless, the Charter Township of Orion, its elected and appointed officials, employees and volunteers, and other working on behalf of the Township, against any and all claims, demands, suits, or loss, including all costs, connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Township, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

[Signature of Applicant] Kristi Schons  7/14/19

☐ APPROVED ON: ________________________________

 Supervisor

Date

Date of Event 34

Hours (from/to)

Ver. 3: 11-16-16
Agenda Item Summary

To: Orion Township Board Members
From: Penny S. Shults, Clerk
Meeting Date: August 5, 2019
Memo Date: July 19, 2019
Subject: Request for Temporary Street Closure: Indianpipe Court

REQUEST
Attached please find a request for Board approval to temporarily close off Indianpipe Court in the Silverbell Oaks subdivision on Saturday, August 10, 2019, from 8:00 a.m. to 8:00 p.m. to hold a Subdivision Annual Picnic

REASON
The subdivision wishes to hold a picnic. They do not plan to have any structures in the road that would not allow for quick passage of emergency vehicles.

PROCESS
The request has been reviewed by the Fire Chief, DPW Director, and OCSO, and there were no concerns. The applicant has provided a petition signed by affected residents and a map indicating the area affected.

BUDGET - Financial Item? Yes x No If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)
Board action would be to adopt the attached resolution allowing the temporary closure of Indianpipe Court from 8:00 a.m. - 8:00 p.m. on August 10, 2019, subject to compliance with all Township requirements, and direct the Clerk to forward a copy of the resolution to the Road Commission.
Charter Township of Orion
2525 Joslyn Rd., Lake Orion, MI 48360

Request for Street Closure

Date: 07/12/2019
Contact Person: Olga Hernandez S
Address: 3932 Fieldview Rd., Lake Orion, MI

Contact Phone #: 469 371 3121
Street to be Closed (attach map): Indianpipe Court

Date & Time of Closure: August 10, 2019 From 8:00 am to 8:00 pm
Reason for Closure: Subdivision Annual Picnic 2:00 pm to 6:00 pm
(with tentative one day before for tent set up)

Review Comments

Fire Chief

DPW Director

OCSD

Return By: _______________ for Board Meeting to be held _______________

Return Completed Form & Petitions to:
Orion Township Clerk’s Office
2525 Joslyn Rd.
Lake Orion, MI 48360

36
Petition
Temporary Street Closure

We, the undersigned residents of **Silverbell Oaks Subdivision** confirm that we are aware of and agree with the requested closure of **Indianpipe Court** on **August 10, 2019** - **PICNIC FROM 2:00 PM - 6:00 PM** for **ANNUAL PICNIC**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Glover</td>
<td>160 Indianpipe</td>
<td>248-421-7879</td>
</tr>
<tr>
<td>Janice Pickle</td>
<td>1169 Indianpipe</td>
<td>248-475-5821</td>
</tr>
<tr>
<td>Johanna McConkie</td>
<td>1155 Indianpipe</td>
<td>248-935-3783</td>
</tr>
<tr>
<td>Michelle Stephens</td>
<td>1143 Indianpipe</td>
<td>248-894-6287</td>
</tr>
</tbody>
</table>
RESOLUTION

To be used by government units in connection with applications for a permit to temporarily close a county road for a parade or similar activity or for banners or similar objects to overhang the traveled way of the road.

RESOLVED, that Penny S. Shults, Township Clerk, is hereby authorized to make application to the Road Commission for Oakland County on behalf of the Charter Township of Orion in the County of Oakland, Michigan, for the necessary permit(s) to barricade a Indianpipe Court in the Silverbell Oaks Subdivision, on Saturday, August 10, 2019 from 8:00 a.m. to 8:00 p.m., to hold a subdivision block party, and that the Charter Township of Orion in the County of Oakland, Michigan, will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend and represent the Board of Road Commissioners against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permit(s) as issued.

Certification: I, Penny S. Shults, Clerk of the Charter Township of Orion, do hereby certify that the foregoing is a true copy of a resolution adopted by the Charter Township of Orion Board of Trustees at a Regular Meeting held on Monday, August 5, 2019, at 7:00 p.m. at Orion Township Hall, 2525 Joslyn Rd., Lake Orion, Michigan 48360.

Signed:___________________________

Penny S. Shults, Clerk
Charter Township of Orion
Date:_________________
REQUEST
Attached please find a request from the Orion Art Center; as part of the annual Dragon on the Lake event, they are requesting that some provisions of the Township sign ordinance be waived.

REASON
As the group is a non-profit, they are requesting that the sign permit fee be waived; the Township’s past practice has been to reduce the fee to $25.00. In addition, the group is requesting the placement of 13 large banners throughout the township.

PROCESS
The application is following, as is a listing of the proposed banner locations.

<table>
<thead>
<tr>
<th>Budget - Financial Item?</th>
<th>Yes</th>
<th>x</th>
<th>No</th>
<th>If yes, fill out information below:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Name</td>
<td></td>
<td></td>
<td></td>
<td>Description</td>
</tr>
</tbody>
</table>

RECOMMENDATION (Motion)
Should there be no objection, Board action would be to waive the sign fee and allow for the placement of the 13 signs, conditioned upon property owner approval and compliance with all other provisions of the sign ordinance.
Charter Township of Orion  
Building Department  
2525 Joslyn Road, Lake Orion, MI 48360  
P: (248) 391-0304 ext. 6000

Temporary Sign Application

Ordinance 153

LOCATION OF SIGN: See Attached

Name of Business/Organization: Orion Art Center  Phone: 

Address: 115 S. ANDREASON ST, LAKE ORION

Email: ecojoy@yahoo.com

Applicant: ALANA HART + JOANNE HOLMES

Applicant Signature: Jim Holmes  Date: 7-15-19

Owner Signature: 

Date: _______/______  
1st Renewal _______/______  
2nd Renewal _______/______

Sign: (circle one) Banner  Blade  A-frame  Size: 

FEES: Commercial (30 day permit)  $50.00

Banner  
Blade signs  
A-Frame

Renewal (2 per calendar year)  $25.00

Annual for Non-Profits  $150.00

** TOTAL $______

REQUEST TO BE WAIVED AS OAC IS A NON PROFIT

Office Use Only

Approved by: ___________________________ Date: ___________________________

Denied by: ___________________________ Reason: ___________________________
<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Lk. Orion</th>
<th>Phone number</th>
<th>Who approved</th>
<th>Date approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heartfelt Impressions</td>
<td>2810 Lapeer Rd.</td>
<td>Lk. Orion</td>
<td>48360</td>
<td>248 622 4499</td>
<td>Jesica Lewis</td>
</tr>
<tr>
<td>Kids Corner</td>
<td>1870 W. Clarkson</td>
<td>Lk. Orion</td>
<td>48362</td>
<td>248 814 9096</td>
<td>Sue Tunny</td>
</tr>
<tr>
<td>Wally Edger</td>
<td>3805 S Lapeer</td>
<td>Lk. Orion</td>
<td>48360</td>
<td>248 391 9900</td>
<td>Mark Gratch</td>
</tr>
<tr>
<td>Culvers of Lake Orion</td>
<td>4963 Interpark Dr</td>
<td>Lk. Orion</td>
<td>48359</td>
<td>248 276 2222</td>
<td>Joe</td>
</tr>
<tr>
<td>Cavanaghs</td>
<td>Indianwood &amp; Furnhrst</td>
<td>Lk. Orion</td>
<td>48362</td>
<td>248 390 7204</td>
<td>Rob</td>
</tr>
<tr>
<td>Orion Sports Bar</td>
<td>117 S Lapeer Rd</td>
<td>Lk. Orion</td>
<td>48360</td>
<td>248 693 3015</td>
<td>Lony</td>
</tr>
<tr>
<td>Oxford Bank-Oxford</td>
<td>Corner at M24</td>
<td>Oxford</td>
<td>48371</td>
<td>248 969 7204</td>
<td></td>
</tr>
<tr>
<td>Lake Orion Lumber</td>
<td></td>
<td></td>
<td>248 693 8325</td>
<td>Jr</td>
<td>6/18</td>
</tr>
<tr>
<td>Greens Park</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friendship Park</td>
<td>NE Corner of Baldwin &amp; Clarkston</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oxford Bank Romeo</td>
<td>35 Rochester Rd.</td>
<td>Oakland Twp.</td>
<td>586 752 4555</td>
<td>Marie</td>
<td>7/1</td>
</tr>
<tr>
<td>PNC</td>
<td>88 W Flint</td>
<td>Lk. Orion</td>
<td>48362</td>
<td>248 693 8351</td>
<td>Brian</td>
</tr>
<tr>
<td>Ft. Clarkston</td>
<td>7127 Dixie Hwy.</td>
<td></td>
<td>248 297 5453</td>
<td>Dee</td>
<td>6/18</td>
</tr>
</tbody>
</table>

** See Joe when ready to put up banner
May 9, 2019

Chris Barnett, Supervisor
Charter Township of Orion
2525 Joslyn Road
Lake Orion, MI 48360

RE: Parcel #0902484006 – vacant parcel adjacent to the Fire Station on Anderson Street

Dear Mr. Barnett,

The Orion Art Center is requesting permission to use Orion Township property, parcel #0902484006 adjacent to the Fire Station property on Anderson Street for the 11th annual Dragon on the Lake Family Festival on August 22, 23, 24, 25, 2019. This event will feature a community event, art, chalk art, family activities and dragons! It is sponsored by more than 50 community sponsors and partners.

We are requesting the use of the black top area at the southern part of the property, adjacent to the Orion Art Center. We are requesting that Anderson Street be closed to through traffic at Front Street through the village. There will be Dragon Boat Races on Lake Orion. Please visit: www.dragononthelake.com for more information. Proceeds from Dragon on the Lake will benefit the Orion Art Center.

We are requesting use of this parking lot for the week of August 19 – 25th.

We are also requesting that the $150 fee for a non-profit be waived.

Thank you for considering this request.

Sincerely,

[Signature]

Aland Hart
Orion Art Center
248 841 5618
Agenda Item Summary

To: Chris Barnett, Township Supervisor

From: Aaron Whatley, Parks & Recreation Director

Meeting Date: August 5, 2019

Memo Date: July 19, 2019

Subject: Appointments to Orion Senior Advisory Council

REQUEST

Attached please find applications for appointment to the Orion Senior Advisory Council from Deborah Wilson and Karen Ensign. Ms. Wilson & Ms. Ensign will be filling the positions vacated by Joyce Jensen and James Barnhart.

BUDGET - Financial Item? Yes X No If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)

Board action would be appoint Deborah Wilson and Karen Ensign to the Orion Senior Advisory Council.
# Application Form
Candidates for Boards, Commissions & Committees

<table>
<thead>
<tr>
<th>Name</th>
<th>Deborah Wilson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2531 Browning Dr</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Lake Orion MI 48360</td>
</tr>
<tr>
<td>Phone Numbers</td>
<td>Home: 248-391-2796  Work: N/A  Cell: 248-462-3336  Fax: N/A</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:dewilson49@hotmail.com">dewilson49@hotmail.com</a></td>
</tr>
</tbody>
</table>

List which Board, Committee or Commission you would like to serve on. If listing more than one, list in order of preference.

1. Senior Advisory Board

2. 

3. 

Please indicate any information (experience, education, community activities, organizations, etc.) you think should be considered for your appointment. Use additional paper or attach resume if you wish.

Member, Orion Center - take use of many activities there and have interest in improving inclusiveness.

When Raising Children - yrs ago - PTA, Cub Scout

Are there any reasons you may have a conflict of interest if you were appointed?

Yes:  No: O  If, yes, please explain:

Continued on back
How long have you lived in Orion Township? 42 years

What is your occupation? Retired / Reporter / Research Asst., WSU

Name & Location of Employer
Former Employer: Oakland Press - Wayne State

References (non-family)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sharon Sinek</td>
<td>2352 (?) Canoe Circle, L0</td>
</tr>
<tr>
<td>Dolita Kowalski</td>
<td>- Browning Dr.</td>
</tr>
</tbody>
</table>

Signature: [Signature]
Date: July 11, 2019
Application Form
Candidates for Boards, Commissions & Committees

<table>
<thead>
<tr>
<th>Name</th>
<th>Karen P. Ensign</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2415 Canoe Circle</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Lake Orion, MI 48360</td>
</tr>
<tr>
<td>Phone Numbers</td>
<td></td>
</tr>
<tr>
<td>Home</td>
<td>248/391-3206</td>
</tr>
<tr>
<td>Cell</td>
<td>248/613-2950</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:karenpatricia@comcast.net">karenpatricia@comcast.net</a></td>
</tr>
</tbody>
</table>

List which Board, Committee or Commission you would like to serve on.
If listing more than one, list in order of preference.

1. Senior Advisory Board
2. 
3. 

Please indicate any information (experience, education, community activities, organizations, etc.) you think should be considered for your appointment. Use additional paper or attach resume if you wish.

20 years Administrative Assistant large Presbyterian Church in New Jersey.
I would like to help organize and support more activities for seniors in our area utilizing our beautiful Orion Center.

Are there any reasons you may have a conflict of interest if you were appointed?
Yes: ______  No: x  If, yes, please explain:

Continued on Back
Application Form
Candidates for Boards, Commissions & Committees
Page Two

How long have you lived in Orion Township? 22 years

What is your occupation?
retired

Name & Location of Employer

References (non-family)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Sinnott</td>
<td>2352 Canoe Circle, Lake Orion</td>
</tr>
<tr>
<td>George Hanley</td>
<td>860 Island Point, Lake Orion</td>
</tr>
</tbody>
</table>

Signature

Date
Agenda Item Summary

To: Township Board Members
From: Chris Barnett, Supervisor
Meeting Date: August 5, 2019
Memo Date: July 30, 2019
Subject: Committee Resignation

REQUEST

The Township received notice that the following Committee member has resigned:

Safety Path Advisory Committee
Joe Walker, Non-Voting Member/Alternate for Voting Members

Filling the vacancy will be brought to the Board at a future meeting.

BUDGET - Financial Item?

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)

Accept the resignations with regret and direct the Clerk to send letter of appreciation; and authorize seeking a replacement by advertising and posting the vacancy.
Agenda Item Summary

To: Township Board of Trustees
From: Penny Shults, Clerk
Meeting Date: August 5, 2019
Memo Date: July 24, 2019
Subject: Accept Donation to Local Public Agency

REQUEST
Accept the donation of a permanent easement from Cindy Magdaleno and Yonira Rubio located at 2188 W. Silverbell Rd, Lake Orion, MI 48359 and authorize the payment of just compensation in the amount of $1,461.70.

BUDGET - Financial Item? Yes No
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay – Safety Path</td>
<td>402-958-982</td>
<td></td>
<td></td>
<td>$1,461.70</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION (Motion)
Receive and file Donation of a permanent easement located at 2188 W. Silverbell Rd, Lake Orion, MI 48359 and authorize payment of just compensation in the amount of $1,461.70.
July 2, 2019

Cindy Magdaleno and Yonira Rubio
2188 W Silver Bell Rd
Lake Orion, MI 48359

RE: Safe Routes to School Easement

Dear Cindy Magdaleno and Yonira Rubio,

This paperwork is regarding the Safe Routes to School (SRTS) Grant Program for the eight (8) elementary and middle school campuses within Orion Township. You previously signed pages 1 and 2 for a permanent easement for construction for this project. We have included this easement within this paperwork for your review. The Township has the signed Pages 1 and 2 at their offices, and Pages 3 and 4 will also be attached to those sheets for recording.

The SRTS grant requires that fair market value is offered to all grantees of easement’s on the project. Attached is a copy of the valuation statement completed for you property, based on current assessed property values from Oakland County’s Property Gateway. Additionally, the title work associated with your property is attached for your review. You are welcome to accept the Just Compensation listed on your Valuation Statement or choose to donate the land that is part of the easement. A Local Public Agency (LPA) donation form is also included within this mailing if you choose to donate this portion in lieu of accepting compensation.

If Land Donation is chosen, please scan and send a copy of the attached form to kim.klieber@ohm-advisors.com at your earliest convenience or return the signed form to the Clerks Office at 2525 Joslyn Road, Lake Orion, MI. If Just Compensation is chosen, please contact Kimberly at OHM Advisors, whose contact information is below, to continue with that process.

Please feel free to contact Kimberly Klieber at kim.klieber@ohm-advisors.com, or if you prefer phone: 734-466-4591, at your earliest convenience, but no later than Friday July 12th, to communicate the decision of accepting compensation or signing on the land donation.

Best regards,

Jessica Katers, PE
Project Manager
OHM Advisors
VALUATION STATEMENT

Property Owner(s): Cindy Magdaleno and Yonira Rubio

Address: 2188 W. Silverbell Road
          Lake Orion, MI 48359

Total Property Acreage: 40,200 / 0.92 square feet/ acres
Area to be acquired for Permanent Easement: 1,028 / 0.024 square feet/ acres
Area to be acquired for Temporary Easement: None square feet/ acres
Assessed Value per Oakland County (AV): $114,320

Price per square foot (AV / square foot)
  $2.84 / square foot
  x 50% $1,461.70 Easement (Permanent)
  x 10% $None Permit (Temporary)

Just Compensation $1,461.70

ADDITIONAL INFORMATION:

Roadway improvements required for the project is of mutual benefit to property owner and municipality; repaving of the driveway approach. Donation of the permanent easement is allowed if the homeowner wishes to decline the Just Compensation offer.

<table>
<thead>
<tr>
<th>JOB NUMBER</th>
<th>PARCEL</th>
<th>NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>0121-18-0150</td>
<td>09-28-326-021</td>
<td>Cindy Magdaleno &amp; Yonira Rubio</td>
</tr>
</tbody>
</table>
DONATION

to

LOCAL PUBLIC AGENCY (LPA)

This information is required by the LPA in order for a property owner to donate property.
Updated 12-15-14

Property Owner(s): Cindy Magdaleno and Yonira Rubio

Address: 2188 W. Silverbell Road
Lake Orion, MI 48359

Right(s) to be acquired: ☒ Easement (Permanent)
☐ Fee (Total Take)
☐ Fee (Partial Take)
☐ Permit (Temporary)

Just Compensation $ 1,461.70

Just Compensation determined by: ☒ Market Study and/or Valuation Analysis
☐ Appraisal by 3rd party

The undersigned owner(s) of the subject property identified below agrees with the following statements:

☒ I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.

☐ I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.

☐ I/We agree that the decision to donate the subject property was made without undue influences or coercive action of any nature.

☐ I/We agree to donate the subject property in lieu of compensation.

Owner’s Signature: ___________________________ Date: 7/1/19

Owner’s Signature: ___________________________ Date: 7/1/19

LPA APPROVAL: ___________________________ Date: 

JOB NUMBER PARCEL NAME
0121-18-0150 09-28-326-021 Cindy Magdaleno and Yonira Rubio
Job No: 0121-18-0151  File No: 63-19649865-SSP

Commonly Known As: 2188 W. Silverbell Rd., Lake Orion, MI 48359

TITLE SEARCH

Date: May 30, 2019

The land referred to in this search is situated in the Township of Orion, County of Oakland, State of Michigan, as follows:

SEE EXHIBIT A

Last grantee of record:

Cindy Magdaleno and Yonira Rubio

1. Mortgage in the original amount of $134,995.00, and the terms, conditions and provisions contained therein, executed by Cindy Magdaleno, a married woman and Yonira Rubio, an unmarried woman to MERS as nominee for PHH Mortgage Corp. (fka Cendant Mortgage Corp.) dated January 26, 2006 and recorded February 13, 2006 in Liber 37100, Page 447, Oakland County Records.

2. Easement for sanitary sewer purposes vested in County of Oakland by instrument recorded in Liber 5614, Page 293, Oakland County Records.

3. Terms, conditions and provisions which are recited in Easement granted to the Detroit Edison Company recorded in Liber 5484, Page 690, Oakland County Records.

4. Easement for water supply system conduit purposes vested in Charter Township of Orion by instrument recorded in Liber 10860, Page 574, Oakland County Records.

5. Easement for pedestrian and bicycle grade crossing purposes vested in Charter Township of Orion by instrument recorded in Liber 14912, Page 704, Oakland County Records.

6. Easements for highway purposes in the instrument recorded in Liber 26536, Page 265, Oakland County Records.

7. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

Page 1 of 3
8. PAYMENT OF TAXES: Tax Parcel No.: 09-28-326-021

2018 County Taxes in the amount of $877.11 are PAID, which includes Drain in the amount of $0.50

2018 Township Taxes in the amount of $2,149.26 are PAID

Special Assessments: NONE

- 2018 State Equalized Value: $106,730.00
- 2018 Taxable Value: $88,390.00

The amounts shown as due do not include collection fees, penalties or interest.

Copies of Documents

COUNTERSIGNED:
ATA National Title Group, LLC

Steven M. Greco
AUTHORIZED SIGNATORY

Terms and Conditions

1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.

2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.
EXHIBIT "A"

The land referred to in this search is described as follows: Township of Orion, County of Oakland, State of Michigan

That part of the Southwest 1/4 of Section 28, Town 4 North, Range 10 East, lying West of Grand Trunk Railroads Right of Way and Easterly of center line of Joslyn Road, and Northerly of center line of Silver Bell Road and Southerly of Dawson Woods Subdivision.
SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, CINDY MAGDALENO AND YONIRA RUBIO, whose address is 2188 W SILVERBELL ROAD, Lake Orion, MI 48359 (hereinafter referred to as "Grantor"), being title holder to the following described parcel of land, to wit:

Description of Parcel:

See Exhibit "A"

Tax Identification Number: 09-28-326-021

for and in consideration of One ($1.00) Dollar, receipt of which is hereby acknowledged, does hereby grant and convey to the Charter Township of Orion, a Michigan Municipal Corporation, whose address is 2525 Joslyn Road, Lake Orion, Michigan, 48360, (hereinafter referred to as "Grantee"), a perpetual easement for pathway, over, upon, across, in, through, and under the following described real property to wit:

See Exhibit "A"

and to enter upon sufficient land adjacent to said pathway easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace and maintain walks and all necessary appurtenances thereto, within the easement herein granted.

Grantor agrees not to build or to convey to others permission to build any permanent structures on the above described easement.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.
IN WITNESS WHEREOF, the undersigned Grantors have affixed their signatures this 11th day of July, A.D., 2019.

By: [Signature]

Its: [Printed Name & Title]

By: [Signature]

Its: [Printed Name & Title]

STATE OF MICHIGAN       )
COUNTY OF MACOMB       )

On this 11th day of July, A.D., 2019, before me, a Notary Public in and for said County, appeared Cindy Magdaleno and Yahirz Puentes, and to me known personally known, who, being by me duly sworn, did each for himself say that they are respectively the Grantor and the Grantor of the corporation named in and which executed the within instrument and, that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument the free act and deed of said corporation.

KATIE DRESSMAN
Notary Public - State of Michigan
County of Macomb
My Commission Expires: 08-10-2024

This instrument drafted by:
Kimberly Klieber
ORCHARD, HILTZ & MCCLEMENT, INC.
34000 Plymouth Road
Livonia, Michigan 48150

Tax Identification Number: 09-28-326-021

WHEN SIGNED RETURN TO:
Penny S. Shults, Clerk
Charter Township of Orion
2525 Joslyn Road
Lake Orion, Michigan, 48360

Page 2 of 4
SIDEWALK EASEMENT SKETCH

Exhibit "A"

LOT 20
0 09-28-326-020
MICHAEL CONNOLLY
3769 JOSLYN RD.
LAKE ORION, MI 48359

CINDY MAGDALENO &
YONIRA RUBIO
2188 W SILVERBELL RD.
LAKE ORION, MI 48359

O 09-28-326-021

LEGEND
ROW RIGHT-OF-WAY
PUBLIC LAND CORNER
POB POINT OF BEGINNING
SIDEWALK EASEMENT

SCALE: 1" = 40

SIDEWALK EASEMENT
PART OF THE SW 1/4 OF SECTION 28
T.4N., R.10E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN
TAX ID NO.: O 09-28-326-021

OHM
34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM

301-15-0150
01-19-15
PARCEL DESCRIPTION (O 09-28-326-021)
(PER OAKLAND COUNTY TAX ROLLS)
A parcel of land situated in the SW 1/4 of Section 28, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, described as follows:

All that part of the SW 1/4 lying West of GTRR right of way and Easterly of center line of Joslyn Road and Northerly of center line of Silverbell Road and Southerly of "Dawson Woods Subdivision", as recorded in Liber 72 of Plats, Page 37, Oakland County Records. Subject to all easements and restrictions of record, if any.

SIDEWALK EASEMENT

A variable width easement for sidewalk purposes being part of land situated in the SW 1/4 of Section 28, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, described as follows:

Commencing at the W 1/4 corner of said Section 28; thence N 89°58'30" E 1704.12 feet; thence S 08°11'10" E 1474.74 feet; thence S 80°27'00" W 254.17 feet along the North line of said parent parcel and the South line of Lot 20, "Dawson Woods Subdivision", as recorded in Liber 72 of Plats, Page 37, Oakland County Records; thence S 11°55'00" E 54.33 feet along the Easterly right of way line of Joslyn Road to the Point of Beginning; thence S 51°31'28" E 18.96 feet; thence S 12°44'48" E 55.81 feet; thence N 77°15'12" E 3.0 feet; thence S 12°44'48" E 15.61 feet; thence S 81°30'31" W 16.15 feet; thence N 11°55'00" W 85.01 feet along the Easterly right of way line of Joslyn Road to the Point of Beginning.

Contains 1,027 square feet or 0.024 acres of land, more or less. Subject to all easements and restrictions of record, if any.
Agenda Item Summary

To: Chris Barnett, Township Supervisor
From: Aaron Whatley, Parks & Recreation Director
Meeting Date: August 6, 2019
Memo Date: July 29, 2019
Subject: Award Bid: Outdoor Exercise Station

REQUEST
I am requesting board approval to award the bid for the purchase and installation of outdoor exercise equipment to Penchura, LLC., at a cost of $20,000.00.

PROCESS
The board requested proposals from vendors to provide a proposal for equipment with the understanding that the final cost could not exceed $20,000.00. We received bids from three vendors; we sought input from our Orion Center members, and it was determined that the design from Penchura was the most favored. Design, map, and bid sheet are attached.

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay - Equipment</td>
<td>208-751-977</td>
<td></td>
<td>$20,000</td>
<td>$20,000</td>
<td>0</td>
</tr>
</tbody>
</table>

RECOMMENDATION (Motion)
Board action would be to award the bid for outdoor exercise equipment to Penchura, LLC, at a cost not to exceed $20,000.00.
Freestanding Play
(13+ years)
Max Fall Height: 53 inches
CHARTER TOWNSHIP OF ORION

Sealed Bid Form – Outdoor Exercise Station
Requested by the Parks & Recreation Department
Bid Opening: Wednesday, June 5, 2019 at 2:30 p.m.

The undersigned hereby declares that he/she has carefully examined the instructions and specifications as listed in the Bid Packet. The undersigned declares the prices set forth in this bid do cover all the requirements listed in the bid packet “Outdoor Exercise Station.”

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid, and that the prices bid will remain firm through invoice.

The Charter Township of Orion reserves the right to split or abstract any or all bid proposals and award multiple contracts from the same quotation, based on price, availability and service, when in its judgment it best serves the Charter Township of Orion.

BID SECTION #1. Bid each package independently of the others. You do not have to bid on each package to be considered for the package(s) you wish to bid.

BID PACKAGE “Outdoor Exercise Station”

Design #1: $20,000
Design #2: $30,000
Design #3: $20,000

BIDDERS

Name of Bidder: PENCURA LLC
Address: 889 S. OLD US 23
Telephone No.: 810-457-9172 Fax No.: 810-229-6250
Authorized Signature: ___________________________ Date: 6/5/2019

References (commercial accounts)

Entity’s Name & Address, Contact Information & Phone Number
1) CITY OF NOVI, JEFF HULL - 248-347-0402
2) MICHIGAN DNR, SCOTT PEARL - 517-284-6412
3) CITY OF LONONIA, TED DAVIS - 734-414-2018
Agenda Item Summary

To: Chris Barnett, Township Supervisor
From: Aaron Whatley, Parks & Recreation Director
Meeting Date: August 5, 2019
Memo Date: July 29, 2019
Subject: Award Bid: Infield Resurfacing

REQUEST

I am requesting Board approval to award the bid for the resurfacing of seven ball fields (four at Friendship Park, and three at Civic Center Park) to DuraEdge/Homefield, at a total project cost of $247,740.00.

BUDGET - Financial Item? X Yes No If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Outlay - Parks</td>
<td>208-751-973</td>
<td>($100,000 budgeted, + $147,740 reallocated)</td>
<td>$247,740.00</td>
<td>$247,740.00</td>
<td>0</td>
</tr>
</tbody>
</table>

PROCESS

The Township requested proposals, and two were received by the July 10 deadline. Of the two, DuraEdge/Homefield was the low bidder, with a total project cost for all fields of $247,740.00. $100,000 was designated for project; in order to proceed, an additional $147,740 will need to be reallocated from the Peterson Lodge budget (Capital Outlay – Buildings) leaving $229,880.25 remaining. We hope to have the field resurfacing commence in September, so the project can be completed in time for the spring season.

RECOMMENDATION (Motion)

Board action would be to award the bid for field resurfacing to DuraEdge/Homefield, at a cost not to exceed $247,740.00.
BID BOND

KNOW ALL MEN BY THESE PRESENTS: That DuraEdge Products, Inc. DBA Homefield Installation 149 South Broad Street Grove City, PA 16127, Principal,

and PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, Surety, are held and firmly bound unto Charter Township of Orion
2525 Joslyn Road, Lake Orion, MI 48360, Obligee,
in the sum of Twelve Thousand Three Hundred Eighty Seven and 00/100-------------- Dollars ($12,387.00)

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Infield Resurfacing Seven (?) Baseball/Softball Fields for The Charter Township of Orion, Lake Orion, Michigan.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this July 25, 2019.

DuraEdge Products, Inc. DBA Homefield Installation

By: (Seal)

Grant McKnight, Principal

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

By: Joseph R. Imler, Attorney-In-Fact
PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint JOSEPH R. IMLER, DALE B. SNYDER, JORDAN RODGERS, AND MICHAEL A. MAYER, ALL OF EBENSBURG, PENNSYLVANIA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF ONE MILLION DOLLARS ($1,000,000.00)

ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT OF THE 31ST DAY OF January, 2020, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have 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 Company, and affix the Company’s seal thereto, bonds, undertakings, recognizance’s, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company 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 Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company 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 seal when so used whether hereofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on January 14, 2010.

Michael F. Greer, Vice-President, Surety & Fidelity

Commonwealth of Pennsylvania, County of Dauphin — ss:

On January 14, 2010, before me appeared Michael F. Greer to me personally known, who being by me duly sworn, did say that he resides in the Commonwealth of Pennsylvania, that he is the Vice-President, Surety & Fidelity of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the true act and deed of said Company.

Cristy M. Daly
Notary Public

I, Michael F. Greer, Vice President, Surety & Fidelity of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on July 25, 2019.

Michael F. Greer, Vice President, Surety & Fidelity

78-190 (Rev 02/09)
# Certificate of Liability Insurance

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>NAIC #</th>
<th>Certifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>25666</td>
<td>A: Travelers Indemnity of America</td>
</tr>
<tr>
<td></td>
<td>B: Travelers Property Casualty</td>
</tr>
</tbody>
</table>

**PRODUCER**

First National Insurance Agency, LLC  
764 Bessemer St., Suite 101  
Meadville PA 16335

**INSURED**

DuraEdge Products, Inc.  
and Subsidiaries  
149 South Broadway Street  
Grove City PA 16127-1522

**Date**

7/25/2019

## Coverages

**Certificate Number:** 1865448450  
**Revision Number:**

### A. Commercial General Liability

<table>
<thead>
<tr>
<th>CLAIMS-MADE</th>
<th>OCCUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y</td>
<td></td>
</tr>
</tbody>
</table>

**Policy Number:** 630-2N127094-TIA-19  
**Policy Effective:** 3/15/2019  
**Policy Expired:** 3/15/2020

- EACH OCCURRENCE: $1,000,000
- DAMAGE TO RENTED PREMISES: $300,000
- MED EXP: (Any one person): $10,000
- PERSONAL & ADV INJURY: $1,000,000
- GENERAL AGGREGATE: $2,000,000
- PRODUCTS - COM/MOP AGG: $2,000,000

### B. Automobile Liability

- ANY AUTO
- OWNED AUTOS ONLY
- HIRD AUTOS ONLY
- SCHEDULED AUTOS
- NON-OWNED AUTOS ONLY

**Policy Number:** 810-2N009981-19-14-G  
**Policy Effective:** 3/15/2019  
**Policy Expired:** 3/15/2020

- COMBINED SINGLE LIMIT (Auto accident): $1,000,000
- BODILY INJURY (Per person): $|
- BODILY INJURY (Per accident): $|
- PROPERTY DAMAGE (Per accident): $|

### A. Umbrella Liability

<table>
<thead>
<tr>
<th>OCCUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLAIMS-MADE</td>
</tr>
</tbody>
</table>

**Policy Number:** 630-2N127094-TIA-19  
**Policy Effective:** 3/15/2019  
**Policy Expired:** 3/15/2020

- EACH OCCURRENCE: $2,000,000
- AGGREGATE: $2,000,000

### B. Workers Compensation and Employers Liability

- ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  
(Mandatory in NH)

**Policy Number:** UB-2N261572-19-14  
**Policy Effective:** 3/15/2019  
**Policy Expired:** 3/15/2020

- E.L. EACH ACCIDENT: $1,000,000
- E.L. DISEASE - EA EMPLOYEE: $1,000,000
- E.L. DISEASE - POLICY LIMIT: $1,000,000

### A. Leased/Rented Equipment

**Policy Number:** 630-2N127094-TIA-19  
**Policy Effective:** 3/15/2019  
**Policy Expired:** 3/15/2020

- Limits Deductible: 400,000

**Description of Operations/Locations/Vehicles**

The Charter Township of Orion all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and Board members, including employees and volunteers thereof is named as Additional Insured but only with respect to general liability and auto liability and the operation of the named insured as per written contract.

Friendship Park  
3380 West Clarkston Road  
Lake Orion, MI 48360

**Certificate Holder**

The Charter Township of Orion  
Clerk's Office  
2525 Joslyn Road  
Lake Orion MI 48360

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

[Signature]

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CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
First National Insurance Agency, LLC
764 Bessemer St., Suite 101
Meadville PA 16335

INSURED
DuraEdge Products, Inc.
149 South Broad Street
Grove City PA 16127-1522

CONTACT
Kendall Greene
814-724-4850
info@fnb-corp.com

INSURER(S) AFFORDING COVERAGE

This certificate does notAFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED
DuraEdge Products, Inc.
149 South Broad Street
Grove City PA 16127-1522

CERTIFICATE NUMBER: 1477543049

REVISION NUMBER: 7/25/2019

COVERAGES

COVERAGE
A COMMERCIAL GENERAL LIABILITY
Y CLAIMS-MADE X OCCUR

GENERAL AGGREGATE LIMIT APPLIES PER:

POLICY PROJECT LOC

OTHER:

EXCESS LIABILITY
X OCCUR CLAIMS-MADE

UMBRELLA LIABILITY
X OCCUR

DED X RETENTION $0

PRODUCTS - COMP/OP AGG

SALES TAX - EA

LEASED/RENTED EQUIPMENT

EXCEPTED AUTOS ONLY

OWNED AUTOS ONLY

HIRED AUTOS ONLY

SCHEDULED AUTOS

NON-OWNED AUTOS ONLY

OTHER AUTOS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

( Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Charter Township of Orion all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and Board members, including employees and volunteers thereof is named as Additional Insured but only with respects to general liability and auto liability and the operation of the named insured as per written contract.

Civic Center Park
2525 Joslyn Road
Lake Orion MI 48360

CERTIFICATE HOLDER
The Charter Township of Orion
Clerk's Office
2525 Joslyn Road
Lake Orion MI 48360

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
# Infield Resurfacings (7) Baseball/Softball Fields

**RESPONSE DUE DATE:** Wednesday July 10th, 2:00PM

<table>
<thead>
<tr>
<th>Bidder</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>Notes</th>
<th>Bonds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Management Specialist, LLC</td>
<td>$267,247</td>
<td>$216,880</td>
<td>$77,366</td>
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<td></td>
</tr>
<tr>
<td>Dura Edge</td>
<td>$163,997</td>
<td>$70,172</td>
<td>$225,265</td>
<td></td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Signature and Dates

- **Signature:** [Handwritten]
- **Date:** 7/10/2019
- **Wintess:** [Handwritten]
- **Date:** 7/10/2019
Charter Township of Orion  
County of Oakland, Michigan

ORION PARKS

Request for Proposals For  
Infield Resurfacing Seven (7) Baseball/Softball Fields for  
THE CHARTER TOWNSHIP OF ORION  
LAKE ORION, MICHIGAN

June 20, 2019

The Charter Township of Orion is issuing a Request for Proposal (RFP) to resurface seven (7) baseball/softball infields.

Sealed Proposals: Contractor will deliver one (1) original and two (2) copies to the following address:

The Charter Township of Orion  
Clerk’s Office  
2525 Joslyn Rd.  
Lake Orion, MI 48360

By 2:00 p.m. Wednesday July 10, 2019

Proposals received after the above cited time will be considered a late bid and are not acceptable.

- The envelope should be clearly marked “SEALED RFP – Infield Resurfacing”

- Please direct procedural questions regarding this RFP to the Clerk’s Office

- Please direct technical questions regarding this RFP to Aaron Whatley 248-391-0304 ext. 3501 or David Raftery 248-391-0304 ext. 3526

Thank you for your interest.
I. PROPOSAL INFORMATION

Definitions

“Bidder” An individual or business submitting a bid to the Charter Township of Orion

“Contractor” One who contracts to perform services in accordance with a contract

“Township” Is the Charter Township of Orion

II. PROPOSAL TERMS

A. The Charter Township of Orion reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors that the Charter Township of Orion may consider. The Township does not intend to award a contract fully on the basis of any response made to the proposal; the Township reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the Township’s specifications and needs.

B. The Township reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Township to be in the best interests of the Township even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, three (3) packets, the original and two (2) copies must be at the Township on or before the date specified.

E. Proposals should be prepared simply and economically providing a straightforward and concise description of the contractor’s ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
CONTRACTOR INFORMATION

The proposal should include all of the following information:

A. Contractor’s qualifications, years in business, experience in providing the level and type of service specified in the proposal for the Public Sector.

B. At least three (3) references covering similar services for the Public Sector.

C. Bank reference with name and phone number of contact person.

III. AWARD

The Charter Township of Orion reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor’s qualifications and capabilities to provide the specified service, and other factors which the Township may consider. The Township does not intend to award a bid fully on the basis of any response made to the proposal; the Township reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the Vendor whose proposal is deemed to best meet the Township’s specifications and needs.

The Township intends to award the entire contract to a single contractor.

IV. PROPOSAL SPECIFICATIONS

The Charter Township of Orion is taking bids for Infield Resurfacing at the following locations:
- Four (4) infields at Friendship Park 3380 West Clarkston Rd., Lake Orion MI 48360
- Three (3) infields at Civic Center Park 2525 Joslyn Rd., Lake Orion MI 48360

Renovation would include establishing shorter arcs at Friendship Park to 90’ by removing and hauling away spoils, replacing with topsoil and seed (Additional: Option for sod). Re-establishing existing arcs at Civic Center Park. All transitions from infield to grass outfield must be level. Using laser-controlled equipment to recondition existing infields while adding infield material, also establishing proper base anchors for total field realignment. Previous ball field renovation work is a must with references required. Work on project is slated to begin on or after October 14, 2019.

- Reconfiguring of infield arcs to accommodate specific age groups per field.
- Removal of existing material with spoils disposal (Staging available onsite).
- Spreading topsoil and seeding (Additional: Option for laying sod).
- Leveling and crowning of fields using laser-controlled equipment.
- Installation of existing base anchors and realignment of all seven (7) fields.
- Top dressing of infield surfaces with Dura Edge Pro Slide finishing product or comparable product.
Infield Mix

*Product specification:* clean, dry clay mixed with washed mason-type sand resulting in a weed-free mixture that is reddish brown in color having a yield of 1.35 tons per cubic yard when placed loose or 1.5 tons per cubic yard when compacted 85% - 90% on a Standard Proctor Test (ASTM D 689-07). The material must possess the following particle size analysis:

a. A total sand content of 70-75 percent.
b. A combined amount of sand retained on the medium, coarse and very coarse sieves to be greater than or equal to 50 percent.
c. A combined amount of silt and clay of 25-30 percent.
d. A ratio of silt divided by clay, otherwise known as SCR: 0.5 - 1.0.
e. No particles greater than 3 millimeters.
f. Equal to or less than 5% of particles to be retained on the 2 millimeter.

*Comparable product will be considered (must provide specifications and samples)*

Topdressing

*Product specification:* Expanded shale topdressing with a gradation mixture of 4x30 and 6x30 particles sizes.

*Comparable product will be considered (must provide specifications and samples)*

---

V. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. These provisions are general principles that apply to all contractors of service to the Charter Township of Orion such as the following:

**ARTICLE I – SCOPE OF SERVICES**
The contractor will *(see proposal specifications)*

**ARTICLE II – COMPENSATION**
Upon completion of the above services and submission of invoices the Township will pay the contractor an amount not to exceed *(submitted proposal amount)*.

**ARTICLE III – REPORTING OF CONTRACTOR**

Section 1- The Contractor is to report to Parks & Recreation Director and/ or Park Superintendent and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2- All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor’s name.
Section 3- All reports made in connection with these services are subject to review and final approval by the Parks & Recreation Director and/or Park Superintendent.

Section 4- The Township may review and inspect the Contractor's activities during the term of this contract.

Section 5- When applicable, the Contractor will submit a final, written report to the Township.

Section 6- After reasonable notice to the Contractor, the Township may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV – PERSONNEL

Section 1- The contractor will provide the required services and will not subcontract or assign the services without the Township's written approval.

Section 2- The Contractor will not hire any Township Employee for any of the required services without the Township's written approval.

Section 3- The parties agree that the Contractor is neither an employee nor an agent of the Township for any purpose.

ARTICLE V – INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify the Charter Township of Orion, its officers, agents, servants, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Charter Township of Orion in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-Contractor, or any employee, agent or representative of the Contractor or any sub-Contractor.

ARTICLE VI – INSURANCE REQUIREMENTS

A. Workers' Compensation Insurance: The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability coverage, in accordance with all applicable Statutes of the State of Michigan.

B. Commercial General Liability Insurance: The contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A)
C. **Motor Vehicle Liability**: The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. **Additional Insured**: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The Charter Township of Orion, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and Board members, including employees and volunteers thereof.

E. **Vehicle Liability Insurance**, as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change be sent to the Township Clerk, Charter Township of Orion, 2525 Joslyn Rd., Lake Orion, MI 48360.

F. **Proof of Insurance Coverage**: The Contractor shall provide the Charter Township of Orion at the time the contracts are returned by him/her for execution, certificates and/or policies as listed below:

1. Two (2) copies of Certificate of Insurance for Workers’ Compensation Insurance;

2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4. If so requested, certified copies of all policies mentioned above will be furnished.

**ARTICLE VII GENERAL CONDITIONS**

1. Each bidder shall be responsible for visiting the sites of the proposed work to fully acquaint himself/herself with existing conditions so that he may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. Bidders shall thoroughly examine bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation and respect to this bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
2. Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of materials and/or machinery in the performance of contract, to the satisfaction of the Township.

3. The contractor shall not sublet, assign or transfer the contract or any portion of any payment due him/her thereunder, without the written consent of the Township.

4. All contractors shall fill out completely the attached bid document.

5. Upon the Township's request the contractor shall make available for our inspection the firm’s support equipment (truck, trailers, etc.) before awarding this contract. It is our intent to determine if the contractor has the necessary quantities of equipment and that equipment is of the proper quality to handle a project of this size. Failure to pass this inspection may be cause for disqualification from further considerations.

6. All equipment is to meet all current MIOSHA and MDOT safety standards and shall be maintained to those standards. Contractor must have sufficient number of operators available and all equipment is to be available for Township inspection. There shall be evidence of compliance with the requirement of this paragraph prior to the awarding of a contract.

7. The Township may request evidence of compliance with the requirements of Paragraph 1 prior to the start of each working day. **Failure to maintain compliance will result in the immediate termination of the contract.**

8. Contractor shall be responsible for operating all equipment at a safe and prudent manner to prevent any injury or damages to persons or property.

9. All trucks, trailers, and drivers must meet State guidelines. Trucks and trailers will require clean markings that carry the contractor's name.

10. Contractor's staff will be required to wear clothing (shirt, hat) that identifies the contractor, as well as a maintenance/utility style vest.

11. All equipment left on-site must be secured.

**CANCELLATION NOTICE**

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that Thirty (30) days Advanced Written Notice of Cancellation, Non-Renewable, Reduction and/or Material Change shall be sent to the Supervisor's Office, Charter Township of Orion of Orion, 2525 Joslyn Road, Lake Orion, MI 48360.

**Orion Township Authorized Contacts:**

Aaron Whatley Parks and Recreation Director  
(248) 391-0304 ext. 3501

David Raftery, Parks Superintendent  
(248) 391-0304, ext. 3526
CHARTER TOWNSHIP OF ORION

Sealed Bid Form – Infield Resurfacing

Requested by the Park & Recreation Department
Bid Opening: Wednesday, July 10 at 2:00 p.m.

The undersigned hereby declares that he/she has carefully examined the instructions and specifications as listed in the Bid Packet. The undersigned declares the prices set forth in this bid do cover all the requirements listed in the bid packet “Infield Resurfacing.”

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid, and that the prices bid will remain firm through invoice.

The Charter Township of Orion reserves the right to split or abstract any or all bid proposals and award multiple contracts from the same quotation, based on price, availability, and service, when in its judgment it best serves the Charter Township of Orion.

Project Specifications:

- Source and supply:
  - Infield mix
    - Product specification: clean, dry clay mixed with washed mason-type sand resulting in a weed-free mixture that is reddish brown in color having a yield of 1.35 tons per cubic yard when placed loose or 1.5 tons per cubic yard when compacted 85% - 90% on a Standard Proctor Test (ASTM D689-07). The material must possess the following particle size analysis:
      - A total sand content of 70-75 percent.
      - A combined amount of sand retained on the medium, coarse and very coarse sieves to be greater than or equal to 50 percent.
      - A combined amount of silt and clay of 25-30 percent.
      - A ratio of silt divided by clay, otherwise known as SCR: 0.5 – 1.0.
      - No particles greater than 3 millimeters.
      - Equal to or less than 5% of particles to be retained on the 2 millimeter.
  
  *Comparable product will be considered (must provide specifications and samples)*

- Infield topdressing
  - Product specification: Expanded shale topdressing with a gradation mixture of 4x30 and 6x30 particles sizes
  
  *Comparable product will be considered (must provide specifications and samples)*

- Grass Seed
  - Product specification: Kentucky 31 tall fescue or equivalent.
  
  *Please add option for laying sod*

- Reconfiguring of infield arcs to accommodate specific age groups per field.
  - Removal of existing material with spoils disposal.
  - Spreading topsoil and spreading seed.
  - Leveling and crowning of fields using laser-controlled equipment.
  - Installation of existing base anchors, home plates and realignment of all fields.
  - Shorten Friendship Park infields to 90ft.
BIDDERS

Name of Bidder: DuraEdge Products DBA Homefield

Address: 149 South Broad Street, Grove City, PA 16127

Telephone No.: 724-870-4250  Fax No.: 724-264-4174

Authorized Signature: [Signature]  Date: 7/2/19

References (commercial accounts)

Entity’s Name & Address, Contact Information & Phone Number

1) Charter Township of Canton, 1150 South Canton Center Rd, Canton, MI - Abe Vinitski - 734-777-3087

2) City of Macedonia, 1494 East Aurora Rd, Macedonia, OH - John Hnottavange - 216-536-6051

3) Independence Township, 6483 Waldon Center Dr, Clarkston, MI - Larry Hess - 248-660-4652
ADDENDUM No. 1  
June 21, 2019  
Infield Renovations  
Charter Township of Orion  
No. 2019-19  

The following changes, additions, and/or clarifications to the Contract Documents shall be incorporated in said documents and shall be allowed for in the unit prices bid by the Contractor such that the unit prices indicated in the Bid Form shall represent the conditions as set forth in the Contract Documents and this addendum. The bidder shall acknowledge the receipt of this addendum on the Bid Form and shall staple this addendum into the Contract Book.

The Bidder shall also return via email to awhatley@oriontownship.org, the acknowledgment sheet located on page 2 of this addendum.

This Addendum contains 2 pages.

**ADDITIONS AND CHANGES TO THE SPECIFICATIONS**

**SECTION: Bid Options**

1. Bidding Sheet

<table>
<thead>
<tr>
<th>BID PACKAGE “A”</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Friendship Park with Seed (4 fields)</td>
<td>$163,393</td>
</tr>
<tr>
<td>Friendship Park with Sod (4 fields)</td>
<td>$185,868</td>
</tr>
</tbody>
</table>

**BID PACKAGE “B”**
Civic Center Park (3 Fields) $70,172

**BID PACKAGE “C” (“volume discount”)**
Friendship Park with Seed (4 Fields) and Civic Center Park (3 Fields) $225,265

Friendship Park with Sod (4 Fields) and Civic Center Park (3 Fields) $247,740
ACKNOWLEDGEMENT of RECEIPT OF ADDENDUM

ATTENTION:

Please complete this form and return immediately by via email to Aaron Whatley email to awhatley@oriontownship.org

Our firm: HOMEFIELD DBA DURAEDGE PRODUCTS

has received from the Charter Township of Orion

Addendum No. 1 for:
Infield Renovations
Charter Township of Orion
No. 2019-19

Today, 6/27/19 (date) at 9:30 (time) a.m. / p.m. (circle one)

Signature of receiver: [Signature]
Printed name of receiver: JORDAN ORLOWSKI
Company name: HOMEFIELD DBA DURAEDGE PRODUCTS

End of Addendum No. 1
**QUOTATION AND ACCEPTANCE ORDER**

Customer: Orion Township

Project: Bid Package “A” – Friendship Park with Seed

I am pleased to quote you the following price(s):

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Product or Service Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum</td>
<td>Materials and Installation Services for Infield Resurfacing at 4 Baseball/Softball Fields</td>
<td>$163,393.00</td>
</tr>
<tr>
<td></td>
<td><em>Includes the following, per specifications:</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DuraEdge Classic Infield Mix</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ProSlide Pro Topdressing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Seed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sod</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Topsoil</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Base Stanchions</td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total $163,393.00**

**TERMS AND CONDITIONS OF SALE:**

- Prices quoted do not include Prevailing Wage Rates; if Prevailing Wage Rates do apply to this project, this quote is void and a new quote must be obtained.
- Our prevailing prices are subject to change without notice except when protected by an unfilled Purchase Order or a 50% deposit (i.e. down payment).
- Payment terms are 30% down payment prior to materials being delivered or installation services beginning. All required Credit Application and Tax Exempt forms must be provided as applicable for final invoicing.
- Prices are subject to change if signed quote is not returned within 30 days and for any reason after 90 days.
- Prices quoted exclude applicable sales or related taxes.
- Prices quoted for bulk materials are based on usual and customary full-truckload quantities in the Project area. Split pallet charges for packaged products may apply.
- Prices include delivery to Project Site and based upon safe and easy access for delivery.
- All orders are F.O.B. per the indicated location(s) above, freight prepaid and add.
- Additional Terms and Conditions of Sale and Scope of Work continued below.

**THIS QUOTE AND COMPLETE TERMS AND CONDITIONS ARE HEREBY ACCEPTED AND QUOTE BECOMES AN ORDER ON THIS_____ DAY OF ________, 2019.**

**Orion Township:**

By: ____________________________

Title: ____________________________

Authorized Signor

**HOMEFIELD:**

Jordan Orlowski, Inside Sales

Email: jorlowski@duraedge.com

Phone: (724) 870-4250

DuraEdge Products DBA Homefield

149 South Broad Street, Grove City, PA 16127
Phone: (866) 867-0052   Fax: (724) 264-4174
QUOTATION AND ACCEPTANCE ORDER
TERMS AND CONDITIONS OF SALE (CONTINUED):

The sale of products and services by DuraEdge Products DBA Homefield, and its divisions, subsidiaries, and affiliates (''DuraEdge'') are subject to these terms and conditions (''Agreement'') regardless of other or additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication. Preprinted terms and conditions on any document of customer (''Customer'') (for example: Orders or confirmations) and/or DuraEdge's failure to object to conflicting or additional terms will not change or add to the terms of this Agreement.

- We accept Visa, MasterCard, Discover, and American Express, additional fees may apply.
- Prices are based on quantities quoted; additional charges may apply for lesser quantities.
- Prices quoted for bulk materials are based on usual and customary full-truckload quantities in the Project area. Split pallet charges for packaged products may apply.
- Prices quoted do not include any testing required to prove installers compliance with manufacturer specifications.
- Prices quoted are subject to change based on any unforeseen costs in transportation, strikes, transportation facilities or other causes of delay beyond our control.
- DuraEdge shall be entitled to charge waiting time where the appointed delivery vehicle has been held on the Project site or from being unable to enter the Project Site for longer than one (1) hour when delivering Products to Customer under this Agreement.
- All orders are subject to acceptance by DuraEdge.
- Customer agrees not to modify, reverse engineer, or perform any similar operation on Products acquired under this Agreement.
- For DuraEdge Infield Mixes quoted, quantities quoted are calculated by using a conversion factor of 1.50 tons/cubic yard (111 lbs/cubic foot) with a 0% contingency factor at a moderate 85% to 90% compaction on a standard proctor test (ASTM D 689-07). Moderate compaction is achieved with a 1 ton vibratory roller.
- For DuraEdge Classic Infield Mix quoted, Customer shall comply with DuraEdge Infield Mix specifications and assumes the responsibility of:
  i. providing an accurate volume of material needed to the DuraEdge representative,
  ii. preparing the sub-base to the proper elevation to ensure that their given volume of material is accurate,
  iii. ensuring that the compaction level of the DuraEdge Infield Mix will be near the desired 85% to 90%.
- For DuraTrax N/A quoted, quantities quoted are calculated by using a conversion factor of ______ tons/cubic yard (______ lbs/cubic foot).
- For DuraTrax Warning Track quoted, Customer shall comply with manufacturer specifications and assumes the responsibility of:
  i. providing an accurate volume of material needed to the DuraEdge representative,
  ii. preparing the sub-base to the proper elevation to ensure that their given volume of material is accurate,
  iii. ensuring that the compaction level of the DuraTrax Warning Track Mix will be near the desired 85% to 90%.
- This quote is governed by the law of the State of Pennsylvania, USA, including its provisions of the Uniform Commercial Code.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto; customer shall not transfer, assign or sub-contract its right and obligations under this Agreement.
- This Agreement sets forth the entire agreement and understanding of the subject matter thereof. To the extent permitted by law, neither DuraEdge nor its employees or agents are liable for and Customer is not entitled to any indirect, special, incidental or consequential damages (for example, loss of profits or revenue, rework, injury to reputation, or loss of customers). To the extent permitted by applicable law, Customer's recovery from DuraEdge for any direct damages will not exceed the price of the Product at issue. To the extent the preceding limitation of liability is deemed invalid under applicable law, DuraEdge's total liability in any event will not exceed $10,000 USD or the equivalent thereof. Customer will indemnify, defend and hold DuraEdge harmless from any claims based on: (i) DuraEdge's compliance with Customer's designs, specifications, or instructions, (ii) modification of any Product by anyone other than DuraEdge, or (iii) use of Products in combination with other products.

DuraEdge Products DBA Homefield
149 South Broad Street, Grove City, PA 16127
Phone: (866) 867-0052 Fax: (724) 264-4174
Homefield Labor & Services Detail

LOCATION: Friendship Park  Ficks Baseball/Softball
Lake Orion, MI 48360

Homefield is pleased to submit the following summary for work to be completed at your location. Our prevailing prices are subject to change without notice except when protected by an unfilled purchase order or a 50% deposit (i.e. down payment). Please contact me with any changes or concerns.

<table>
<thead>
<tr>
<th>ATHLETIC FIELD OPERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X  Survey</td>
</tr>
<tr>
<td>X  Field Layout</td>
</tr>
<tr>
<td>X  Sod Cut</td>
</tr>
<tr>
<td>X  Sod Removal</td>
</tr>
<tr>
<td>X  Rough Grade</td>
</tr>
<tr>
<td>X  Distribute</td>
</tr>
<tr>
<td>X  Laser Grade</td>
</tr>
</tbody>
</table>

DETAILS OF JOB:
1. Perform infield topography and check base locations
2. Measure and mark field for trimming
3. Laser grade to allow 2-inch cap
4. Sod areas, remove 4 inches
5. Install 2 inches DuraEdge Classic per field
6. Install 4 inches of topsoil to prep for seed areas and set arcs to 90 ft
7. Compact all materials
8. Finish laser grade
9. Install new base stanchions
10. Top-dress each field with ProSlide
11. Groom for play
12. Install sod arcs to 90 ft from 60ft 6 inch mound

ATHLETIC FIELD MATERIALS (included in lump sum price)

| X  DuraEdge Classic Infield Mix |
| ☐  Clay Mound/Plate             |
| X  ProSlide Pro Topdressing     |
| ☐  Amendment                    |
| X  Top Soil                     |
| X  Sod and Seed                 |
| X  Base Stanchions              |

DuraEdge Products DBA Homefield
149 South Broad Street, Grove City, PA 16127
Phone: (866) 867-0052  Fax: (724) 264-4174
QUOTATION AND ACCEPTANCE ORDER

Customer: Orion Township
Project: Bid Package “A” – Friendship Park with Sod

I am pleased to quote you the following price(s):

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Product or Service Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum</td>
<td>Materials and Installation Services for Infield Resurfacing at 4 Baseball/Softball Fields</td>
<td>$185,868.00</td>
</tr>
<tr>
<td></td>
<td>Includes the following, per specifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DunEdge Classic Infield Mix</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ProSlide Pro Topdressing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sod</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Topsoil</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Base Stanchions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td>$185,868.00</td>
</tr>
</tbody>
</table>

TERMS AND CONDITIONS OF SALE:
- Prices quoted do not include Prevailing Wage Rates; if Prevailing Wage Rates do apply to this project, this quote is void and a new quote must be obtained.
- Our prevailing prices are subject to change without notice except when protected by an unfilled Purchase Order or a 50% deposit (i.e. down payment).
- Payment terms are 30% down payment prior to materials being delivered or installation services beginning. All required Credit Application and Tax Exempt forms must be provided as applicable for final invoicing.
- Prices are subject to change if signed quote is not returned within 30 days and for any reason after 90 days.
- Prices quoted exclude applicable sales or related taxes.
- Prices quoted for bulk materials are based on usual and customary full-truckload quantities in the Project area. Split pallet charges for packaged products may apply.
- Prices include delivery to Project Site and based upon safe and easy access for delivery.
- All orders are F.O.B. per the indicated location(s) above, freight prepaid and add.
- Additional Terms and Conditions of Sale and Scope of Work continued below.

THIS QUOTE AND COMPLETE TERMS AND CONDITIONS ARE HEREBY ACCEPTED AND QUOTE BECOMES AN ORDER ON THIS______ DAY OF ________, 2019.

Orion Township:

By: __________________________
Title: __________________________
Authorized Signor

HOMEFIELD:

Jordan Orlowiski, Inside Sales
Email: jorlowiski@duraedge.com
Phone: (724) 870-4250

DuraEdge Products DBA Homefield
149 South Broad Street, Grove City, PA 16127
Phone: (866) 867-0052 Fax: (724) 264-4174
Homefield Labor & Services Detail

LOCATION: Friendship Park
Lake Orion, MI 48360

Fields: Baseball/Softball

Homefield is pleased to submit the following summary for work to be completed at your location. Our prevailing prices are subject to change without notice except when protected by an unfilled purchase order or a 50% deposit (i.e. down payment). Please contact me with any changes or concerns.

ATHLETIC FIELD OPERATIONS

X Survey  X Topdressing  □ Warning Track  □ Incorporate
X Field Layout  X Finish Work  □ Drainage  □ Till
X Sod Cut  □ Batter/Pitcher Area  □ Skin to Turf  □ Amend Skin
X Sod Removal  X Install Bases  □ Turf Baseline
X Rough Grade  □ Sideline  □ Seed Broad/Slit
X Distribute  X Clean Up  X Sod
X Laser Grade  □ Spoils on site  □ Baselines

DETAILS OF JOB:

1. Perform infield topography and check base locations
2. Measure and mark field for trimming
3. Laser grade to allow 2-inch cap
4. Sod areas, remove 4 inches
5. Install 2 inches DuraEdge Classic per field
6. Install 4 inches of topsoil to prep sod areas and set arcs to 90 ft
7. Compact all materials
8. Finish laser grade
9. Install new base stanchions
10. Top-dress each field with ProSlide
11. Groom for play
12. Install sod arcs to 90 ft from 60ft 6 inch mound

ATHLETIC FIELD MATERIALS (included in lump sum price)

X DuraEdge Classic Infield Mix
□ Clay Mound/Plate
X ProSlide Pro Topdressing
□ Amendment
X Top Soil
X Sod
X Base Stanchions

DuraEdge Products DBA Homefield
149 South Broad Street, Grove City, PA 16127
Phone: (866) 867-0052  Fax: (724) 264-4174
QUOTATION AND ACCEPTANCE ORDER

Customer: Orion Township
Project: Bid Package “B” – Civic Center Park

I am pleased to quote you the following price(s):

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Product or Service Description</th>
<th>Total</th>
</tr>
</thead>
</table>
| Lump Sum  | Materials and Installation Services for Infield Resurfacing at 3 Baseball/Softball Fields | $70,172.00
|           | Includes the following, per specifications: |        |
|           | DuraEdge Classic Infield Mix |        |
|           | ProSlide Pro Topdressing |        |
|           | Base Stanchions |        |
|           | **Grand Total** | **$70,172.00** |

TERMS AND CONDITIONS OF SALE:
- Prices quoted do not include Prevailing Wage Rates; if Prevailing Wage Rates do apply to this project, this quote is void and a new quote must be obtained.
- Our prevailing prices are subject to change without notice except when protected by an unfulfilled Purchase Order or a 50% deposit (i.e. down payment).
- Payment terms are 30% down payment prior to materials being delivered or installation services beginning. All required Credit Application and Tax Exempt forms must be provided as applicable for final invoicing.
- Prices are subject to change if signed quote is not returned within 30 days and for any reason after 90 days.
- Prices quoted exclude applicable sales or related taxes.
- Prices quoted for bulk materials are based on usual and customary full-truckload quantities in the Project area. Split pallet charges for packaged products may apply.
- Prices include delivery to Project Site and based upon safe and easy access for delivery.
- All orders are F.O.B. per the indicated location(s) above, freight prepaid and add.
- Additional Terms and Conditions of Sale and Scope of Work continued below.

THIS QUOTE AND COMPLETE TERMS AND CONDITIONS ARE HEREBY ACCEPTED AND QUOTE BECOMES AN ORDER ON THIS______ DAY OF ________, 2019.

Orion Township:

By: ____________________________
Title: ___________________________
Authorized Signor

HOMEFIELD:

Jordan Orlowski, Inside Sales
Email: jorlowski@duraedge.com
Phone: (724) 870-4250

DuraEdge Products DBA Homefield
149 South Broad Street, Grove City, PA 16127
Phone: (866) 867-0052  Fax: (724) 264-4174
Homefield Labor & Services Detail

LOCATION:  
Civic Center Park  
Lake Orion, MI 48360  
Fields Baseball/Softball

Homefield is pleased to submit the following summary for work to be completed at your location.  
Our prevailing prices are subject to change without notice except when protected by an unfilled purchase order or a 50% deposit (i.e. down payment). Please contact me with any changes or concerns.

<table>
<thead>
<tr>
<th>ATHLETIC FIELD OPERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Survey</td>
</tr>
<tr>
<td>X Field Layout</td>
</tr>
<tr>
<td>X Sod Cut</td>
</tr>
<tr>
<td>X Sod Removal</td>
</tr>
<tr>
<td>X Rough Grade</td>
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<td>X Distribute</td>
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<td>X Laser Grade</td>
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<td>X Topdressing</td>
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<td>X Finish Work</td>
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<tr>
<td>X Install Bases</td>
</tr>
<tr>
<td>X Sideline</td>
</tr>
<tr>
<td>X Clean Up</td>
</tr>
<tr>
<td>X Spoils on site</td>
</tr>
<tr>
<td>□ Warning Track</td>
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<tr>
<td>□ Drainage</td>
</tr>
<tr>
<td>□ Batter/Pitcher Area</td>
</tr>
<tr>
<td>□ Skin to Turf</td>
</tr>
<tr>
<td>□ Turf Baseline</td>
</tr>
<tr>
<td>□ Seed Broad/Slit</td>
</tr>
<tr>
<td>□ Baselines</td>
</tr>
<tr>
<td>□ Incorporate</td>
</tr>
<tr>
<td>□ Till</td>
</tr>
<tr>
<td>□ Amend Skin</td>
</tr>
</tbody>
</table>

 DETAILS OF JOB:  
1. Perform infield topography and check base locations  
2. Measure and mark field for trimming  
3. Laser grade to allow 2-inch cap  
4. Sod areas, remove 4 inches  
5. Install 2 inches DuraEdge Classic per field  
6. Compact all materials  
7. Finish laser grade  
8. Install new base stanchions  
9. Top-dress each field with ProSlide  
10. Groom for play

ATHLETIC FIELD MATERIALS (included in lump sum price)

<table>
<thead>
<tr>
<th>Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>X DuraEdge Classic Infield Mix</td>
</tr>
<tr>
<td>□ Clay Mound/Plate</td>
</tr>
<tr>
<td>X ProSlide Pro Topdressing</td>
</tr>
<tr>
<td>□ Amendment</td>
</tr>
<tr>
<td>□ Top Soil</td>
</tr>
<tr>
<td>□ Sod</td>
</tr>
<tr>
<td>X Base Stanchions</td>
</tr>
</tbody>
</table>

DuraEdge Products, DBA Homefield  
149 South Broad Street, Grove City, PA 16127  
Phone: (866) 867-0052  Fax: (724) 264-4174
QUOTATION AND ACCEPTANCE ORDER

Customer: Orion Township  
Project: Bid Package “C” – Friendship Park with Seed and Civic Center Park

I am pleased to quote you the following price(s):

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Product or Service Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum</td>
<td>Materials and Installation Services for Infield Resurfacing at 7 Baseball/Softball Fields</td>
<td>$225,265.00</td>
</tr>
<tr>
<td></td>
<td><em>Includes the following, per specifications:</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DuraEdge Classic Infield Mix</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ProSlide Pro Topdressing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Seed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sod</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Topsoil</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Base Stanchions</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Grand Total</em>                                    $225,265.00</td>
<td></td>
</tr>
</tbody>
</table>

TERMS AND CONDITIONS OF SALE:

- Prices quoted do not include Prevailing Wage Rates; if Prevailing Wage Rates do apply to this project, this quote is void and a new quote must be obtained.
- Our prevailing prices are subject to change without notice except when protected by an unfilled Purchase Order or a 50% deposit (i.e. down payment).
- Payment terms are 30% down payment prior to materials being delivered or installation services beginning. All required Credit Application and Tax Exempt forms must be provided as applicable for final invoicing.
- Prices are subject to change if signed quote is not returned within 30 days and for any reason after 90 days.
- Prices quoted exclude applicable sales or related taxes.
- Prices quoted for bulk materials are based on usual and customary full-truckload quantities in the Project area. Split pallet charges for packaged products may apply.
- Prices include delivery to Project Site and based upon safe and easy access for delivery.
- All orders are F.O.B. per the indicated location(s) above, freight prepaid and add.
- Additional Terms and Conditions of Sale and Scope of Work continued below.

THIS QUOTE AND COMPLETE TERMS AND CONDITIONS ARE HEREBY ACCEPTED AND QUOTE BECOMES AN ORDER ON THIS_____ DAY OF ______, 2019.

Orion Township:

By: ______________________________________  
Title: _____________________________________
Authorized Signor

HOMEFIELD:

Jordan Orlowski, Inside Sales  
Email: jorlowski@duraedge.com  
Phone: (724) 870-4250

DuraEdge Products DBA Homefield  
149 South Broad Street, Grove City, PA 16127  
Phone: (866) 867-0052  Fax: (724) 264-4174
Homefield Labor & Services Detail

LOCATION:  
Friendship Park  
Fields Baseball/Softball

ADDRESS:  
Civic Center Park  
Lake Orion, MI 48360

Homefield is pleased to submit the following summary for work to be completed at your location. Our prevailing prices are subject to change without notice except when protected by an unfilled purchase order or a 50% deposit (i.e. down payment). Please contact me with any changes or concerns.

ATHLETIC FIELD OPERATIONS

X Survey  
X Field Layout  
X Sod Cut  
X Sod Removal  
X Rough Grade  
X Distribute  
X Laser Grade

X Topdressing  
X Finish Work  
X Batter/Pitcher Area  
X Install Bases  
X Sideline  
X Clean Up  
X Spoils on site

☐ Warning Track  
☐ Drainage  
☐ Skin to Turf  
☐ Turf Baseline  
☐ Seed Broad/Slit  
☐ Sod  
☐ Baselines

Incorporate  
Till  
Amend Skin

DETAILS OF JOB:

1. Perform infield topography and check base locations
2. Measure and mark field for trimming
3. Laser grade to allow 2-inch cap
4. Sod areas, remove 4 inches
5. Install 2 inches of DuraEdge Classic per field
6. Install 4 inches of topsoil to prep for seed areas and set areas to 90 ft
7. Compact all materials
8. Finish laser grade
9. Install new base stanchions
10. Top-dress each field with ProSlide
11. Groom for play
12. Install sod areas to 90 ft from 60 ft 6 inch mound

Note: Seeding of areas at Friendship Park only

ATHLETIC FIELD MATERIALS (included in lump sum price)

X DuraEdge Classic Infield Mix
☐ Clay Mound/Plate
X ProSlide Pro Topdressing
☐ Amendment
X Top Soil
X Sod and Seed
X Base Stanchions

DuraEdge Products DBA Homefield
149 South Broad Street, Grove City, PA 16127
Phone: (866) 867-0052  Fax: (724) 264-4174
QUOTATION AND ACCEPTANCE ORDER

Customer: Orion Township
Date: 7/3/19
Project: Bid Package “C” – Friendship Park with Sod and Civic Center Park

I am pleased to quote you the following price(s):

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Product or Service Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum</td>
<td>Materials and Installation Services for Infield Resurfacing at 7 Baseball/Softball Fields</td>
<td>$247,740.00</td>
</tr>
<tr>
<td></td>
<td><em>Includes the following, per specifications:</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DuraEdge Classic Infield Mix</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ProSlide Pro Topdressing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sod.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Topsoil</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Base Stanchions</td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total**: $247,740.00

TERMS AND CONDITIONS OF SALE:

- Prices quoted do not include Prevailing Wage Rates; if Prevailing Wage Rates do apply to this project, this quote is void and a new quote must be obtained.
- Our prevailing prices are subject to change without notice except when protected by an unfilled Purchase Order or a 50% deposit (i.e. down payment).
- Payment terms are 30% down payment prior to materials being delivered or installation services beginning. All required Credit Application and Tax Exempt forms must be provided as applicable for final invoicing.
- Prices are subject to change if signed quote is not returned within 30 days and for any reason after 90 days.
- Prices quoted exclude applicable sales or related taxes.
- Prices quoted for bulk materials are based on usual and customary full-truckload quantities in the Project area. Split pallet charges for packaged products may apply.
- Prices include delivery to Project Site and based upon safe and easy access for delivery.
- All orders are F.O.B. per the indicated location(s) above, freight prepaid and add.
- Additional Terms and Conditions of Sale and Scope of Work continued below.

THIS QUOTE AND COMPLETE TERMS AND CONDITIONS ARE HEREBY ACCEPTED AND QUOTE BECOMES AN ORDER ON THIS______ DAY OF ________, 2019.

**Orion Township:**

By: __________________________

Title: _________________________

Authorized Signor

**HOMEFIELD:**

Jordan Orlowski, Inside Sales
Email: jorlowski@duraedge.com
Phone: (724) 870-4250

DuraEdge Products DBA Homefield
149 South Broad Street, Grove City, PA 16127
Phone: (866) 867-0052 Fax: (724) 264-4174
# Homefield Labor & Services Detail

**LOCATION:** Friendship Park  
**ADDRESS:** Civic Center Park  
Lake Orion, MI 48360  

Homefield is pleased to submit the following summary for work to be completed at your location. Our prevailing prices are subject to change without notice except when protected by an unfiled purchase order or a 50% deposit (i.e. down payment). Please contact me with any changes or concerns.

<table>
<thead>
<tr>
<th>ATHLETIC FIELD OPERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Survey</td>
</tr>
<tr>
<td>X Field Layout</td>
</tr>
<tr>
<td>X Sod Cut</td>
</tr>
<tr>
<td>X Sod Removal</td>
</tr>
<tr>
<td>X Rough Grade</td>
</tr>
<tr>
<td>X Distribute</td>
</tr>
<tr>
<td>X Laser Grade</td>
</tr>
</tbody>
</table>

**DETAILS OF JOB:**

1. Perform infield topography and check base locations
2. Measure and mark field for trimming
3. Laser grade to allow 2-inch cap
4. Sod areas, remove 4 inches
5. Install 2 inches DuraEdge Classic per field
6. Install 4 inches of topsoil to sod areas and set arcs to 90 ft
7. Compact all materials
8. Finish laser grade
9. Install new base stanchions
10. Top-dress each field with ProSlide
11. Groom for play
12. Install sod arcs to 90 ft from 60 ft 6 inch mound

**Note:** Sodding of arcs at Friendship Park only

**ATHLETIC FIELD MATERIALS (included in lump sum price)**

| X DuraEdge Classic Infield Mix |
| □ Clay Mound/Plate             |
| X ProSlide Pro Topdressing     |
| □ Amendment                    |
| X Top Soil                     |
| X Sod                          |
| X Base Stanchions              |

---

DuraEdge Products: DBA Homefield  
149 South Broad Street, Grove City, PA 16127  
Phone: (866) 867-0052   Fax: (724) 264-4174
Banking Reference:

Citizens Bank
525 William Penn Place
Pittsburgh, PA 15219
Attn: Chris Leonard
Email: Christopher.Leonard@citizensbank.com
1-412-867-2442
Agenda Item Summary

To: Township Board Members
From: Chris Barnett, Township Supervisor
Meeting Date: August 5, 2019
Memo Date: August 1, 2019
Subject: Award Bid – Government Relations Services

REQUEST
The request is for the Board of Trustees to award the bid for Government Representation and Consulting Services to the Midwest Strategy Group of Michigan for a contractual period of three years, with the Township’s option to renew for two subsequent years.

REASON
On May 21, 2019, the Township issued a previously authorized Request for Proposal (RFP) for Government Representation and Consulting Services. Responses were due June 21, 2019, and five bids were received. At the July 15, 2019 Board of Trustees Meeting, the Board appointed an ad-hoc committee composed of Supervisor Barnett, Treasurer Steele, and Trustee Dalrymple to further review and interview the responding Government Representation firms. The Committee, along with Chief Assistant Timko, interviewed four of the five responsive firms on Monday, July 29, 2019, and recommend Midwest Strategy Group of Michigan for award of the bid.

The Midwest Strategy Group of Michigan is located in Lansing, Michigan, and proposes making available their full staff team of fifteen to the Township, including nine lobbyists, with two dedicated points of contact. The firm has been providing government representation services since 2005. Their list of comparable clients includes the City of Rochester Hills, the Michigan Municipal League, the Michigan Public Transit Association, Oakland Community College, and the Michigan Section of the American Water Works Association and Michigan Water Environment Association. They propose a monthly retainer of $3,000 with an additional $250 per month expense account to be used as needed. Their full bid response is attached to this memo.

These services are currently provided by Strategic Communications Solutions (SCS), with a monthly retainer of $6,000 for their combined Economic Development and Government Relations services. On July 15, 2019, the Board awarded the Economic Development Consultant Services bid to SCS for a monthly retainer for $4,000.

BUDGET - Financial Item?
Yes No
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
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<td></td>
<td></td>
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<td>$39,000</td>
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</table>

RECOMMENDATIONS (Motions)
Award Government Representation and Consulting Services bid to the Midwest Strategy Group of Michigan, and authorize the Township Supervisor with the Township Attorney to draft a consultant contract, and the Accounting Controller to make the necessary budget adjustments.
CHARTER TOWNSHIP OF ORION
LAKE ORION, MICHIGAN

REQUEST FOR PROPOSAL

GOVERNMENT REPRESENTATION AND CONSULTING SERVICES

JUNE 21, 2019

SUBMITTED BY:

MIDWEST STRATEGY GROUP OF MICHIGAN, LLC
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Tab 1 – Cover Letter and Introduction
Tab 2 – Brief Narrative
Tab 3 – Full Scope of In-House Services
Tab 4 – List of Comparable Governmental Clients
Tab 5 – Narrative of Tangible Deliverables
Tab 6 – Brief Resumes
Tab 7 – Identify Potential Conflict of Interest
Tab 8 – Methods of Communication
Tab 9 – Explain Litigation
Tab 10 – Michigan Requirements
Tab 11 – Comprehensive Cost and Staffing Proposal
Tab 12 – Additional Information:
  - Client List
  - Sample Legislative Tracking Docket
  - Sample Legislative Day Agenda
  - Sample Report 1
  - Sample Report 2

*signed documents at end of proposal
Tab 1 - Cover Letter and Introduction
June 14, 2019

The Charter Township of Orion
Clerk’s Office
2525 Joslyn Road
Lake Orion, MI 48360

RE: RFP for Government Representation and Consulting Services

To Whom It May Concern:

Thank you for providing Midwest Strategy Group (MWSG) the opportunity to reply to your Request for Proposal to provide Government Representation and Consulting Services for the Charter Township of Orion. We are a top-ranked, bipartisan team of advocacy and strategic consultants. Always original, never ordinary, we know how to chart a winning course for our clients. We believe the abilities, knowledge, and energy of our team will complement the talent, vision, and goals of the Charter Township of Orion.

Proudly serving our clients since 2005, MWSG lobbyists have held top positions within the Executive and Legislative Branches of state government, collectively providing consulting services for over 100 years. Fully immersed in the area of local government, MWSG has the tools and connections to assist the Township in developing and implementing an effective and strategic agenda that addresses the Township’s areas of interest.

Currently representing several governmental entities, MWSG has a comprehensive understanding of the issues facing municipalities. Our skill in identifying beneficial and adverse legislation and proven track record of securing funding for our clients sets us apart from our competitors. MWSG lobbyists have the natural temperament and professional training to be aggressive and effective advocates. Our strong reputation lies in our ability to blend these traits and deliver results for our clients. We welcome the opportunity to advocate on behalf of the Township before the Michigan Legislature, Governor’s Executive Office, and relevant state agencies to advance the Township’s unique governmental interests.

We look forward to meeting with you to discuss how our team can accomplish your goals. As the person authorized to represent the company regarding all matters related to the proposal, my contact information has been provided below. If you have any questions, please do not hesitate to contact me.

Sincerely,

Nicole G. Nystrom
President and Manager/CEO
nystrom@midweststrategy.com
(517) 282-4929 (C)
(517) 853-0537 (O)
Tab 2 – Brief Narrative
Founded in December of 2005, Midwest Strategy Group (MWSG) is a full-service lobbying firm dedicated to serving the needs of our clients. Our firm excels in influencing the Legislative and Executive Branches of government as well as carefully developing and implementing a strategic plan that establishes a clear path to victory for our clients.

MWSG is headquartered at 101 S. Washington Square, one block from the Michigan State Capitol, in Lansing. The bipartisan firm has a staff of fifteen, with a total of nine lobbyists, five of whom are partners in the firm. Our lobbyists are drawn from the top ranks of government and the political process, having worked for both Democrats and Republicans, giving us an outstanding reputation of effectiveness on both sides of the aisle. Collectively, our lobbyists have over 100 years of experience.

The following paragraphs address how MWSG would approach the scope of work listed in the Charter Township of Orion Request for Proposal:

In order to effectively represent the interests of the Township, MWSG would utilize our established relationships with members of the Legislature, which give us the vital access we need to move our client’s agendas forward. MWSG lobbyists have experience working in the private sector, state departments, the Legislature, and the Executive Office, which provides the invaluable experience necessary to maintain these relationships and influence favorable outcomes. MWSG employs a team approach to lobbying, so our clients can utilize the relationships of their lead lobbyist, as well as all of MWSG’s connections to accomplish their goals. To further our client’s relationships, MWSG plans days where clients come to Lansing and meet with members of the Executive and Legislative Branches. This provides the client the ability to give presentations in committee, discuss goals and objectives in one-on-one meetings, or enjoy dinner with elected or appointed officials. Meeting summaries are always provided to our clients after visits with legislative officials. A sample legislative day agenda can be found in Tab 12. During these visits, MWSG handles all the logistics related to testifying at committee hearings, meeting with legislative or executive officials, or participating in work groups. While primarily a Michigan based lobbying firm, we do cross over into the federal lobbying sphere. We have extensive connections with the Michigan United States Senators and Congresspeople and utilize these relationships to the benefit of our clients. We regularly schedule hill days, as well as coordinate meetings in Michigan between federal legislators and our clients. Should specific federal lobbying be needed, we have affiliations with federal lobbying firms who we can utilize based on our client’s needs.

MWSG lobbyists work diligently and creatively to advance legislation. We monitor and identify high and low priority issues for our clients, constantly keeping a pulse on bills as they move through the legislative process. We track all legislation that pertains to clients in a legislative tracking docket. This docket is updated and shared with clients on a weekly basis and serves as a mechanism to prioritize our client’s lobbying agenda to specific legislation of interest. The legislative tracking report includes the bill number, bill sponsor, committee assignment, bill progress, and a notes section for personalized updates and the client’s position. MWSG also provides an analysis of any bill of interest. A sample legislative docket can be found in Tab 12. We also track and provide advice on legislation and regulations outside of the Michigan Legislature, such as local government ordinances and regulations or proposed regulations within government agencies. While not a traditional part of our in-house services, we do provide federal legislative tracking as needed.

As a full-service lobbying firm, MWSG works with our clients to create a multifaceted government relations plan for each of our clients and employs several different approaches to yield results. Once we establish our clients’ public and private sector priorities, we use our experience, resources, and all available avenues to achieve results. MWSG excels in influencing the legislative process by carefully developing and implementing a strategic plan that establishes a clear path to victory for our clients. This custom strategy would outline how we would manage the account, prioritizing our approach and the
results we expect to achieve. This plan will be developed using a benchmarking process that will allow the Charter Township of Orion and MWSG to jointly identify short- and long-term goals. Having a strategy in place allows our clients to define measurable performance expectations. It also gives our firm the opportunity to proactively seek and develop additional targets, continually complementing and updating the strategic plan to benefit the Township. MWSG would never proceed on a project without the written consent of the Township.

Upon engagement with a new client, MWSG strives to master an understanding of all projects, issues, legislation, and funding important to the client. Our lobbyists have the reputation of being policy experts. With a thorough understanding of their policy priorities, our clients trust our ability to communicate their messages and fight to achieve their goals. Our lobbyists are dedicated to attending meetings, presentations, and dinners with their client on days they are in Lansing, as well as personally maintaining relationships and working toward the goals of the client during times the client is not in Lansing. MWSG advocates on behalf of our clients and represents them at meetings, events, and committees. Whether it be a specific legislative issue or a funding opportunity, MWSG will work tirelessly to succeed.

MWSG identifies synergies between our clients and groups with similar interests. MWSG has strategic relationships with organizations across the state and we are constantly striving to build these relationships to benefit our clients. MWSG represents the Michigan Municipal League (MML) on many issues including, but not limited to, their SaveMICity campaign. This campaign is a broad-based set of reform proposals to Michigan law that would assist municipalities with their ongoing costs, structural reforms of government, and generating additional revenue. Our clients, the Michigan Section of the American Water Works Association (MI-AWWA) and Michigan Water Environment Association (MWEA), provide us excellent statewide relationships and advocacy on municipal water policy. We often work with these statewide organizations on municipal issues to build coalitions and aid tough initiatives across the finish line. Our economic development efforts often see us working closely with both public and private sector economic groups. Our team looks forward to working with the Charter Township of Orion to best identify the synergies between existing MWSG clients and outside organizations on policy issues.

If given the opportunity, MWSG would work with the Township Supervisor and his designees to develop a strategic plan related to acquiring funding for the Township’s capital projects. Whether it be the state appropriations process or state and local grant opportunities, MWSG has an incredible track record of securing funding for our clients. We have the experience and knowledge of the process and the connections with appropriations members, budget office, and the Governor to ensure our client’s goals are achieved. To serve as an example of our ability to secure funding for our clients, MWSG successfully lobbied state officials for the largest state contract ever awarded in Michigan. We worked with our client, CGL, to win a contract for the new Enterprise Resource Planning (ERP) tool for state government, valued at over $175 million and MWSG has since assisted in maintaining the key relationships for this project. The project, now known as Statewide Integrated Governmental Management Application (SIGMA), touches every state employee and successfully handles billions of dollars in business transactions for payroll, vendor management, procurement, and timecard tracking. In addition to our track record securing wins for our clients in the state’s appropriations process, we also work diligently to find other creative sources of funding for our clients. This includes finding state or local grant opportunities for our clients and assisting in the application process for relevant grants.

With numerous bills being introduced every session day and the political climate continually changing from day to day, we are often tasked with researching specific issues to gain insight for our clients. We are able to provide this research and data to our clients, often directly from legislators. MWSG lobbyists are regularly involved in legislation during the drafting stages, with legislators approaching us to gain insight or background on how our clients will feel about potential changes to law. MWSG has the
connections to call a legislator directly when a bill is introduced to understand the background, why the bill was submitted, and the timeline.

MWSG’s emphasis on communication is second to none. We believe in establishing and maintaining a personal and professional relationship with each and every client. This requires providing clients with an open line of communication and unfettered access to the lead consultant. Our clients benefit from regularly scheduled conference calls and meetings to update them on activity in Lansing. It is common for MWSG to communicate with both our clients and public officials long after traditional business hours. Our clients can be assured they are being updated on a real-time basis. Our lobbyists are available in person, and by phone, text or email at the client’s need to provide consultation and advice. We will work tirelessly in order to succeed, acting quickly and effectively to address rapidly changing developments in State Government affecting our clients. In between these weekly or monthly reports, we communicate with our clients consistently via email, phone, and text on any developments. Our firm also monitors various federal, state and local publications in order to keep clients up to speed on the latest legislative, judicial, and local news-worthy developments. Our lobbyists frequently communicate with our client’s board members, attend board meetings, and give presentations to board members.

Having represented private and public sector clients for many years, MWSG has taken on many complex projects, which have required the coordination and collaboration of numerous entities. We have experience coalition building within the Legislature and with like-minded organizations. As the lobbyist, our job is to work as an intermediary between all these entities, constantly communicating and updating individual organizations, scheduling workshops or group conference calls, and working a project every step of the way until the project is completed. Each of our lobbyists has been selected because they have the ability to multitask multiple clients, each with multiple ongoing projects. The difference between MWSG and others is our ability to utilize each other’s expertise and connections, constantly working as a team to the benefit of our clients. A few examples of our ability to provide facilitation and coordination of complex projects can be found in Tab 4 – List of Comparable Governmental Clients.

In order to continue to grow the Township’s reputation with the Legislature, MWSG would identify opportunities that would lead to positive recognition, such as securing funding for special projects that can be advertised to Township residents. We would work alongside the Township to identify legislation that would benefit residents and businesses, as well as adversely affect them and work to either promote or halt those action items. Advocacy events are coordinated by MWSG for many of our clients. This is a great way to educate members of the Legislative and Executive Branches and to showcase our clients’ services. Prior to these events, MWSG staff typically handles room reservations, creates and personally delivers invitations to the Michigan Legislature and departmental staff, and conducts follow-up calls to each office to ensure a high level of participation. On the day of the event, we assist with setup and check-in, introduce the client to key legislators and staff in attendance, and assist with breakdown and cleanup afterwards, as needed. Additionally, we have also utilized the Detroit Regional Chamber’s Mackinac Island Policy Conference as a location to raise our client’s profiles, while fostering relationships and networking with numerous high-level thought leaders. MWSG hosts an annual client dinner during the conference which features key legislators, top-tier staff from the Governor’s Office, and Department heads, as well as like-minded organizations, associations, and industry leaders.

MWSG would work with the Township Supervisor to identify any and all ways MWSG can benefit the Township, including issues outside of the legislative process. Our clients’ interests frequently extend beyond monitoring and shaping legislation into potential business opportunities. We understand the importance of economic growth and constantly search state resources for potential client opportunities. We use our ever-expanding network of business relationships to create strategic partnerships for our clients that foster economic gains. MWSG frequently liaises with relevant organizations to the Township such as the Michigan Townships Association.
In addition to our previously outlined approach to the scope of services, MWSG would exceed these requirements by offering services unique to the world of lobbying, such as flexible month-to-month contracts. Further outlined in Tab 7, we have a no-conflicts policy, which ensures our lobbyists are never working against each other and no client is prioritized over another. MWSG also maintains required insurance and files all appropriate lobbying forms and reports required by law for our clients. Finally, MWSG has its own Political Action Committee (PAC), as well as a team whose primary function is to ensure clients are in compliance with all applicable federal and state statutes and regulations relative to the lobbying and political contribution laws of the State of Michigan.
Tab 3 – Full Scope of In-House Services
Many of the special qualifications and specialty services provided by MWSG were outlined in the previous section. Our passion to succeed, combined with our constant communication with clients, flexible month-to-month contracts, and no-conflicts policy, distinguishes us from our competitors. While independently owned and operated, MWSG has an affiliate office, Southern Strategy Group. We are also affiliated with Washington D.C. based federal lobby firms and a variety of public and private sector clients. A full list of our clients can be found in Tab 12.

The following serves as a full list of in-house services, which are always customized to best fit the unique needs of each of our clients:

**Government Relations**
Midwest Strategy Group is a full-service lobbying firm which creates a multifaceted strategy for each of our clients, employing several different approaches to yield results. Once we establish our clients’ priorities, we use our experience, resources, and all available avenues to achieve results. Our services include:
- Legislative, appropriations, regulatory, and executive lobbying
- Committee hearings and testimony preparation
- Legislative monitoring and analysis
- Bill and administrative rule drafting
- Coalition building and management
- Board meetings, conferences, workgroups, and presentations

**Strategic Planning**
A fundamental element in the path to the success of a client is developing their strategic plan. With decades of grassroots, legislative, and executive office experience, Midwest Strategy Group’s team of lobbyists are well positioned to craft strategic plans that recognize and adapt to Michigan’s fluctuating legislative process.

**Procurement**
The procurement process often starts before an RFP has been released. MWSG has been successful in tracking contracts and knowing when to engage. Early involvement on behalf of our clients can ensure an RFP is crafted in a way to further benefit our clients end goal. Additionally, many times procurement work requires aggressive appropriations lobbying to assure both the appropriate funding for current contract levels is maintained as well as advocating for additional funding to grow the business.

**Business Development**
Our clients’ interests frequently extend beyond monitoring and shaping legislation into potential business opportunities. We understand the importance of economic growth and constantly search state resources for potential client opportunities. We use our ever-expanding network of business relationships to create strategic partnerships for our clients that foster economic gains. Our efforts include:
- Securing state appropriated funds
- Navigating through bureaucratic red tape
- Assisting with economic development incentives
- Finding synergies between business partners in order to open doors

**Trade Association Management**
Midwest Strategy Group also offers association management services to assist in promoting continuity on issues within an industry. Some of the services offered by our team include:
- Forming a mission statement and position papers
- Creating a budget, maintaining accounting records, and performing monthly banking
- reconciliations
- Initiating grassroots advocacy
- Maintaining membership lists and fielding member inquiries
- Providing regular updates to board of directors
- Writing and circulating regular newsletters to association members
- Monitoring and updating association website

**Event Planning**
Whether for fundraising, issue advocacy or celebration, Midwest Strategy Group will facilitate events for our clients using our connections within the Lansing community, or around the state, to plan a unique and successful experience.

**Political Action Committee (PAC)**
An active Political Action Committee is a key component to a successful legislative strategy. For clients interested in forming a PAC or enhancing their existing program, we will assist in:
- Preparing all necessary legal and financial documents
- Administering the PAC
- Raising funds and preparing a recommended budget

**Lobby Law Compliance**
In addition to fair and ethical business practices, Midwest Strategy Group handles all lobby registration and biannual reporting to guarantee compliance with Michigan law.
Tab 4 - List of Comparable Governmental Clients
MWSG has served the following comparable governmental clients within the past five years. This is not an all-inclusive list and additional references are available upon request.

**City of Rochester Hills**

Bryan Barnett, Mayor  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309  
(248) 656-4664

Proudly representing the City of Rochester Hills, MWSG has helped identify funding opportunities for the city, while enhancing their strategic relationships. We monitor, offer analysis, and recommend positions on a wide array of legislation, ranging from tax policy and municipal finance to energy and natural resources. The MWSG team regularly presents to the City Council at public meetings, works closely with the Mayor’s Office on events, and attends functions in the City. Further outlined in the next section on tangible deliveries, MWSG has been successful in identifying and securing two large state grants for Rochester Hills’ newest park, totaling $700,000.

**Michigan Municipal League**

Chris Hackbarth, Director, State & Federal Affairs  
Michigan Municipal League  
208 N. Capitol Ave., 1st Floor  
Lansing, MI 48933  
(517) 974-1476

As previously outlined in Tab 2, MWSG represents the Michigan Municipal League (MML), the largest collective voice for local governments in Michigan. MML provides high quality services to its members including local government advocacy and a worker’s compensation group fund. MWSG assists MML with their work on the SaveMI City project, which is a public advocacy campaign targeted at residents, decision makers, and businesses to raise awareness of municipal finance issues. MWSG has worked extensively with MML on this campaign to help local governments remain solvent into the future, including making structural changes to municipal pension and OPEB systems, finding dedicated funding for roads, and advocating for greater revenue sharing.

**Michigan Public Transit Association**

Clark Harder  
Executive Director  
Michigan Public Transit Authority  
2875 Northwind Drive  
East Lansing, MI 48823  
(517) 324-0858

MWSG, working with MPTA, passed legislation to ensure bus drivers receive federal background checks and created a statewide brokerage for non-emergency medical transportation. Michigan Transportation Connection (MTC) is a non-profit brokerage service created by MPTA to deliver non-emergency medical transportation services at a cheaper cost by utilizing public transportation. MWSG has represented MTC since 2014. Our lobbyists assisted MTC in securing $175,000 from the Michigan Health Endowment.
Fund, matched 100% locally by the Midland Community Foundation, for a non-emergency medical transportation pilot project to service Midland, Gladwin, and Clare Counties. MWSG also helped secure a $1 million Federal Transit Authority grant to begin providing non-emergency medical transportation services statewide.

Oakland Community College

Peter Provenzano, Chancellor
Oakland Community College
2480 Opdyke Rd
Bloomfield Hills, MI 48304
(248) 341-2102

Representing Oakland Community College (OCC), MWSG has a thorough understanding of the College’s positions and policies related to current and potential legislative matters. Our familiarity of OCC’s weapons policy permitted our team to quickly alert the College’s leadership and immediately oppose legislation that would have allowed individuals to possess a firearm on campus. With our knowledge of the “time, place, manner” approach to student speech on campus, MWSG was able to successfully stop legislation aimed at regulating campus speech policies at the state level. Understanding the College will be seeking a renewal of the local millage in 2019 has given us the ability to work with legislators and prevent the movement of damaging legislation that would restrict the millage questions to only November elections.

Michigan Section of the American Water Works Association and Michigan Water Environment Association

Greg Kacvinsky, Board President, Michigan Water Environment Association
Practice Leader, Stormwater, OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
(734) 522-6711

The Michigan Section of the American Water Works Association (MI-AWWA) and Michigan Water Environment Association (MWEA) collectively represent drinking water, and storm and wastewater services for municipal utilities across the state. These two groups work closely with MWSG to support new infrastructure funding, regulation of known and emerging contaminants in water, and educating policymakers about clean water in Michigan. Most recently, MWSG has assisted on the implementation of the newly revised Lead and Copper Rule and is actively working on regulations surrounding PFAS chemicals. Additionally, MWSG is leading efforts on legislation related to the creation of stormwater utilities and limiting liability for local governments during extreme rainfall events. MWSG has been instrumental in further development of these groups Government Affairs Committees, routinely presenting in front of the organizations for legislative updates, and guiding interactions with the Legislature and key policymakers. Our broad base in many issue areas allows us to more effectively suit the needs of these two diverse groups.
Quicken Loans

Jared Fleisher, Vice President of Government Affairs
Quicken Loans
1050 Woodward Ave
Detroit, MI 48226
(617) 460-0266

While Quicken Loans is not a governmental entity, MWSG has led many local, regional, and statewide efforts on behalf of Quicken Loans including, but not limited to, assisting with passage of legislation relating to the Detroit Public Lighting Authority, Tax Increment Financing, and Downtown Development Authorities. We introduced and successfully passed legislation extending and enhancing Michigan’s Commercial Rehabilitation Act, as well as legislation extending the Obsolete Property Act. To serve as an example of our ability to build a statewide coalition and our capability to coordinate complex projects, Quicken Loans utilized MWSG to build a coalition of local and county officials, developers, chambers of commerce, and local economic development agencies to spearhead the Michigan Thrive (MIThrive) initiative, which provides developers across the state a tool to invest $5 billion in developments that would have otherwise stayed vacant for decades to come.
Tab 5 – Narrative of Tangible Deliverables
Midwest Strategy Group (MWSG) represents several government entities. As it relates to our three examples of tangible deliverables for other governmental entities within the last five years, we have highlighted the City of Rochester Hills, Michigan Municipal League, and Michigan Public Transit Association below. This is not an all-inclusive list, and we would be happy to provide further evidence of our tangible deliverables.

The City of Rochester Hills

The City of Rochester Hills and MWSG have been working together closely over the last several years in many areas. MWSG has been successful in identifying and securing two large state grants for Rochester Hills' newest park, totaling $700,000. This was accomplished through the state’s budget process and working closely with our legislative partners. Additionally, MWSG successfully drafted and had language passed by the Legislature to fix a Personal Property Tax issue that has netted the City over $100,000 annually. This small change in state tax law allowed the City to more accurately report its millage rates and subsequently get a higher reimbursement from the State Treasury. The MWSG team regularly presents updates to the City Council at public meetings, works closely with the Mayor’s Office on events, and attends functions in the City. MWSG’s work has also resulted in millions of dollars in new transportation and infrastructure dollars flowing to the city with the passage of increased funding.

Michigan Municipal League

Working hand in hand with the Michigan Municipal League, MWSG has a deep-rooted understanding of the complexity of local governments and the variety of issues areas they manage. Recently, MWSG worked with the Michigan Municipal League to help block a package of bills banning all municipal tree ordinances. As the Legislature attempted to override all local governments on their tree ordinances, MWSG worked quickly to form a coalition of groups in opposition to the legislation, including the Michigan Townships Association, to help halt this legislation. We effectively lobbied both Republicans and Democrats on the deterrents of the bill, and successfully prevented the bill from receiving a vote. This issue unfolded well-outside normal business hours during the lame duck session, demonstrating our commitment and ability to multitask, as hundreds of additional bills were moving between the chambers.

Michigan Public Transit Association

MWSG has represented the Michigan Public Transit Association (MPTA) since 2011 and is no stranger to planning, educating, lobbying, and communicating the need for increased transit funding and progressive transit policies. MPTA’s membership is distributed throughout the state, from southeast Michigan to the western-most point of the Upper Peninsula and includes the North Oakland Transportation Authority. Their membership ranges from the largest urban public transit system providers in Michigan to a majority of the smaller rural demand-response systems. State funding in the Michigan Department of Transportation (MDOT) budget is a primary concern for public transportation entities, both for local bus operating dollars, as well as capital funds. With limited dedicated funding, transit agencies compete with road agencies and the department. MWSG was successful in securing language in legislation which provided for the first structural increase to public transportation since 1987 in the Transportation Funding Package signed by Governor Snyder in November of 2015. With this legislation, public transit received an increase of $42 million in the 2016-2017 budget and increased to $62 million upon full implementation in the 2018-2019 budget. MWSG continues to fight for increased public transit dollars in every budget cycle and is currently heavily involved in ongoing transportation and infrastructure debate.
The entire team of Midwest Strategy Group lobbyists will be available to advance the interests of the Charter Township of Orion. MWSG utilizes a team approach to lobbying. Each of our lobbyists is involved in client issues based on their individual fields of expertise as described in their biographies. In order to ensure your needs are efficiently and fully addressed, your team of dedicated lobbyists will include Nicole Nystrom, President and Manager/CEO and Mike Compagnoni, Government Relations.

Also available from the Midwest Strategy Group team to assist in lobbying efforts are Dusty Fancher, Partner, Ryan Wardin, Partner/PAC Specialist, Mike Krombeen, Partner, Josh Robertson, Government Relations/PAC Manager, Mike Malane, Government Relations, and Katie Fuller, Government Relations, Anne Marion, Office Manager/Lobby Law Compliance, and Grace Krueger, Administrative Assistant/Scheduler. Biographies can be found on our website, www.midweststrategy.com.

NICOLE G. NYSTROM
President and Manager/CEO
Cell Phone: 517-282-4929
E-mail: nystrom@midweststrategy.com

Known for her strong business sense, legislative strategy development, and regulatory and lobbying successes on a variety of issues, Nicole G. Nystrom is the founder of Midwest Strategy Group.

Specializing in vast range of policy topics, including tax, local government, and economic development, Nicole has extensive experience lobbying on behalf of municipalities in areas such as Tax Increment Financing, Downtown Development Authority Reforms, Brownfield Redevelopment, and tax incentives. Nicole built a statewide coalition of local and county officials, developers, chambers of commerce, and local economic development agencies to spearhead the Transformational Brownfield Program. Most recently, Nicole was instrumental in the first auto no-fault reform in over four decades, which passed into law in May of 2019.

Nicole previously served as Director of the Government Policy Department for Dykema Gossett PLLC. In this position, she lobbied before the Legislature, Executive Office, and regulatory agencies specializing in issues involving appropriations, business development and procurement, economic development, energy, financial services, gaming, health policy, regulation, and taxation.

Before joining Dykema Gossett, Nicole was employed by the Michigan Economic Development Corporation as the Legislative Liaison to the Governor and then held the position of Vice President of Legislative Relations. Nicole worked with the Governor’s office and the Legislature on the passage of economic development, community development, and travel/tourism initiatives, as well as various business tax issues. Nicole worked hand in hand with prominent businesses throughout the State building coalitions to support and successfully pass legislative priorities.

Nicole has held the positions of Director of Legislative Affairs, Director of Community and Constituent Relations, and Treasurer while working for the Assistant Senate Majority Leader and Senate Majority Floor Leader Michael Bouchard. She also served as Clerk for the Senate Committees on Financial Services and Gaming and Casino Oversight.

Nicole received her Bachelor’s Degree in Political Theory and Democratic Law from James Madison Honors College at Michigan State University and has completed Strategic Planning and Implementation Courses from the University of Michigan Business School.

Nicole is a frequent presenter to many political programs and serves on the Boards of various professional organizations, some of which include the Michigan Political Leadership Program and the
Children’s Trust Fund.

Nicole has been honored by being inducted as a member into The Metropolitan Who’s Who Registry and has been listed as one of Lansing’s most effective lobbyists by MIRS News Survey.

MIKE COMPAGNONI
Government Relations
Cell Phone: 203-470-4261
E-mail: compagnoni@midweststrategy.com

Mike Compagnoni is known for his expertise in state and local government as well as issues relating to outdoor advertising, transportation, information technology, worker’s compensation, insurance, and the auto industry. He is also widely respected for his skills in political fundraising and campaign management.

At Midwest Strategy Group, Mike works closely with the Michigan Municipal League and City of Rochester Hills. His work with local governments also touches on broader municipal issues such as Personal Property Tax (PPT) reimbursements, economic development, and other post-employment benefits (OPEB). Additionally, his strong background in public benefits have allowed him to effectively push reforms for pension and post-employment benefit reporting. Mike has also been successful in helping municipal clients to secure grant funding through the state appropriations process including $500,000 and $200,000 grants for a local park.

Mike has driven growth for clients to earn and retain state and local government contracts and appropriations. He provides consultation and business development strategies for organizations looking to grow their work in Michigan. By leveraging his extensive relationships inside Michigan governments and corporations, he has assisted clients in winning well over $175 million in state contracts. In addition, Mike successfully lobbied for and won the largest State of Michigan contract in history and has worked on key appropriations to fund the implementation of an IT project worth over $100 million.

Before joining Midwest Strategy Group, Mike served as a Legislative Director for State Representative Bradford C. Jacobsen in the Michigan House of Representatives, managing the passage of legislation, drafting policy initiatives, and testifying in committees. He worked heavily in several House committees including Transportation, Energy and Technology, Judiciary, and Commerce. Mike worked for five years in the 46th district, which encompasses Orion Township and surrounding communities. He is intimately familiar with many local issues including waste management, water quality, and local road funding. During his time on staff, he was instrumental in rewriting Michigan’s decades old worker’s compensation statute, modernizing sections of law relating to transportation and the vehicle code, and amending the Outdoor Advertising Act to add more clarity for billboard owners and the Department of Transportation.

Mike’s broad campaign experience allows him to be an effective advocate for a variety of issues. Mike has staffed elections at nearly every level, from federal to state and local. During past election cycles he managed a regional field office in North Oakland County covering a large portion of Southeast Michigan including parts of Oakland and Macomb Counties. He has additional experience in fundraising, campaign strategy, graphic design, and volunteer coordination. He also has served as an elected precinct delegate and been active with several local political and civic organizations in Oakland County.

Mike attended Albion College, receiving a B.A. in Political Science and a concentration in Public Policy from the Gerald R. Ford Institute of Public Policy and Service. He graduated from Albion Magna Cum Laude and was awarded Phi Beta Kappa Honors.
Tab 7 – Identify Potential Conflict of Interest
MWSG is proud of our policy of declining representation when it would result in a direct conflict with a current client. In the event that a prospective client requests representation, which may pose an indirect conflict, our policy is to discuss the new possibility with our current client. Unique to Lansing, MWSG will not sign a new client over the objection of a current client. To date, we know of no conflicts with our current representation. A complete list of our current clients can be found in Tab 12.
Tab 8 -- Methods of Communication
Previously outlined in Tab 2, our communication with our clients is second to none. Clients benefit from regularly scheduled conference calls and meetings to update them on activity in Lansing. These conference calls provide clients an opportunity to update MWSG on issues they are involved in, which assists us in identifying ways to push our client’s agenda in Lansing. In addition to meetings and conference calls, clients receive a written weekly or monthly report summarizing activities, including their specific legislative tracking report. Communication does not always need to be planned, as our lobbyists are available by phone, text, or email at any time. MWSG lobbyists attend monthly board or committee meetings to report on legislative activity and recommend strategies. Our firm also monitors various publications to keep clients up to speed on the latest legislative, judicial, and local news-worthy developments.

MWSG believes in establishing a strong, positive working relationship with each and every client. This requires providing clients with an open line of communication and unfettered access to their lobbyist. While each client is assigned a primary lead, our firm works as a team on all accounts. This allows us to maximize our specialties and relationships to achieve the best results for the client. MWSG lobbyists are dedicated to attending meetings, presentations, and dinners with their client on days they are in Lansing, as well as personally maintaining relationships and working toward the goals of the client during times the client is not in Lansing. It is common for MWSG to communicate with both our clients and public officials long after traditional business hours. The Charter Township of Orion can be assured we will work closely with Township staff during all phases of work.
Tab 9 – Explain Litigation
Midwest Strategy Group has not been involved in litigation in the past five years.
Tab 10 – Michigan Requirements
MWSG complies with the Michigan Lobby Registration Act. The firm and relevant individuals employed by the firm are registered with the Secretary of State pursuant to Public Act 472 of 1978, as amended. MWSG also has a team whose primary function is to ensure clients are in compliance with all applicable state statutes and regulations relative to the lobbying in the State of Michigan. Specific functions performed by MWSG include filing all appropriate lobbying forms and reports required by law. All licenses required for this discipline by the State of Michigan will be maintained during the course of the contract.
Tab 11 – Comprehensive Cost and Staffing Proposal
MWSG has many closed-end contracts, however, we primarily run our business on a month-to-month system. This allows our clients the opportunity to amend the agreement at any time, depending on their needs. Our expectation is that you will be happy with our services or you can opt-out with a 30-day written notice.

While we are proud to offer our month-to-month option with confidence, we understand the Charter Township of Orion is seeking a contract period of three years with the option to renew for two subsequent years. MWSG proposes an annual retainer fee of $36,000 billable in monthly installments of $3,000 for full-service lobbying with an expense account of $250 per month to be used as needed, with the client’s discretion, for mileage reimbursement.

Full-service lobbying includes all of the following services:

- Developing and maintaining strategic relationships
- Identifying opportunities to enhance the reputation of our clients
- Monitoring and evaluating legislation and regulations pertaining to the client
- Determining if legislation or regulations are beneficial or adverse to client goals
- Scheduling and attending meetings with legislators and government officials both in Lansing and around the state to build relationships and promote the client’s legislative priorities
- Working directly with the client to prepare a lobbying strategy
- Attending board meetings
- Hosting board meetings or events in our Lansing office
- Properly communicating client’s position on legislation and actively engaging in the legislative process
- Lobbying for increased funding through the state appropriations process
- Researching state and local grants and assisting in applications
- Building coalitions inside the Legislature and with like-minded organizations
- Expanding business relationships around the state
- Consulting related to complex projects and the creation of strategic initiatives
- Preparing testimony and participating in legislative committee hearings
- Attending client related events
- Planning and executing advocacy days
- Ensuring attendance at advocacy days and/or client related events
- Assisting in the drafting of legislation
- Obtaining sponsorships and influencing legislation
- Providing weekly legislative tracking dockets
- Maintaining constant communication with client on evolving issues through weekly written reports and regularly scheduled conference calls
- Monitoring publications for articles of interest
- Attending fundraisers
- Registering clients under the state mandated lobbying disclosure and preparing reports as required by law
- PAC development and strategy
- Advise on campaign and political efforts statewide for all levels of government
Tab 12 – Additional Information:
CURRENT CLIENT LIST

Acorn Health
Action Now Initiative
Aetna, Inc.
American Massage Therapy Association of MI (AMTA)
American Safety Council
American Traffic Solutions, Inc. (ATS)
America's Health Insurance Plans (AHIP)
Ameriodge Group
Amrock
Aquila Resources, Inc.
Ashbritt
Associated Bodywork & Massage Professionals (ABMP)
Associated Builders and Contractors of Michigan (ABC)
Attenti, Inc.
Bedrock
Brandt Information Services, Inc
CGI Group, Inc.
Children's Advocacy Centers of Michigan (CACMI)
Choice Plus, LLC
City of Rochester Hills
Cofinity
College Swimming Coaches Association of America (CSCAA)
Community Champions
Coventry Health Care, Inc
CURE Auto Insurance
CVS Health
DevMountain
Education Trust Midwest
Embarq
Exacta Systems
ExamWorks, Inc.
Eyde Company
Facebook
Fathead
Forensic Fluid Laboratories
Give 'Em A BRAKE Safety
Goodwill Association of Michigan
Goodwill Industries of Greater Detroit
Gridliance
Highland Copper Company Inc.
Horizon Signal Technologies
Humane Society of West Michigan
I DRIVE SAFELY, LLC

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CURRENT CLIENT LIST, CONTINUED

Insurance Auto Auctions, Inc.
Internet Coalition
Irene’s Myomassology Institute (IMI)
Kenyon Management Corporation
Kinexus
Lake Michigan College
League of Michigan Bicyclists
Lime
LS Power
Mackinac Center for Public Policy
Mainstreet
MasterCard WorldWide
Metamora Land Preservation Alliance
Michigan Association of Health Plans (MAHP)
Michigan Association of Timbermen Self-Insurers’ Fund (MATSIF)
Michigan Council of Self-Insured Group Administrators (MCSIGA)
Michigan Dental Outreach, PC
Michigan Energy Innovation Business Council
Michigan Environmental Council
Michigan Harness Horsemen’s Association
Michigan Manufacturing Technology Center (MMTC)
Michigan Municipal League
Michigan Professional Bail Agents Association
Michigan Public Transit Authority (MPTA)
Michigan Recycling Coalition
Michigan Section American Water Works Association (MI-AWWA)
Michigan Transportation Connection (MTC)
Michigan Water Environment Association (MWEA)
Midwest Bus Corporation
Mitel
Mobilitie Services, LLC
National Safety Glass Repair Association
National Wrestling Coaches Association (NWCA)
Networks Northwest
New Covert Generating Company, LLC
Northville Downs
Oakland Community College
One Call Care Management
Pearson Education Inc.
People United for Privacy
Power Home Solar LLC
Quicken Loans, Inc.
CURRENT CLIENT LIST, CONTINUED

Rancilio & Associates
Ranger Power
Reading Works
Regional Transit Authority of Southeast Michigan
Republic Transmission, LLC
Retirement Security Initiative
Rocket Fiber
Saginaw Valley State University
SAS Institute Inc.
Sempra Energy
The Alliance for Solar Choice
The Innocence Project
The Rapid
The Reason Foundation
TicketNetwork
Transdev
Union of Concerned Scientists
United States Fireworks Safety Commission, Inc. (USFSC)
Veritec Solutions
VIEability, Inc.
Waymo, LLC

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The Charter Township of Orion  
June 21, 2019  
Lansing Agenda

June 21, 2019

8:15 – 8:45 a.m.  
Mark Burton, Chief Strategist  
Greg Bird, Director of Legislative Affairs  
Emily Laidlaw, Policy Director  
The Executive Office of Governor Whitmer  
2nd Floor Romney Building, 241-5163

9:00 – 9:30 a.m.  
Rep. James Lower (R-Cedar Lake)  
Committees: (C) Local Government and Municipal Finance; (VC) Tax  
Policy; Energy; Health Policy  
1089 HOB, 373-0834

10:00 – 10:30 a.m.  
Rep. Christine Greig (D-Farmington Hills), Minority Leader  
Committees: (MVC) Government Operations; Fiscal Governing  
167 CB, 373-1793

10:30 – 11:00 a.m.  
Rep. Lee Chatfield (R-Levering), Speaker of the House  
Committees: (C) Legislative Council; (VC) Fiscal Governing  
164 CB, 373-2629

11:15 – 11:45 a.m.  
Chris Kolb, State Budget Director  
Michigan State Budget Office  
6th Floor Romney Building, 373-4978

12:00 – 1:00 p.m.  
Lunch at EnVie  
210 S Washington Square, Lansing

Sen. Jim Stamas (R-Midland)  
Committees: (C) Appropriations; [Subcommittees: (C) General  
Government]

Rep. Shane Hernandez (R-Port Huron)  
Committees: (C) Appropriations; [Subcommittees: Joint Capital Outlay];  
(C) Fiscal Governing; Legislative Council

Rep. John Reilly (R-Oakland Twp.)  
Committees: (VC) Oversight; Commerce and Tourism; Education;  
Natural Resources and Outdoor Recreation
1:30 – 2:00 p.m.  
Sen. Mike Shirkey (R-Clarklake), Senate Majority Leader  
Committees: (C) Government Operations  
S-105 CB, 373-5932

2:00 – 2:30 p.m.  
Sen. Jim Ananich (D-Flint), Democratic Leader  
Committees: (MVC) Agriculture; (MVC) Government Operations  
S-105 CB, 373-0142

2:45 – 3:15 p.m.  
Sen. Dale Zorn (R-Ida)  
Committees: (C) Local Government; [Subcommittees: Capital Outlay; Transportation; Universities and Community Colleges]; Families, Seniors, and Veterans; Regulatory Reform  
5100 BOB, 373-3543

3:30 – 4:00 p.m.  
Rep. Jon Hoadley (D-Kalamazoo)  
Committees: (MVC) Appropriations; [Subcommittees: General Government; Health and Human Services; Higher Education and Community Colleges]; (MVC) Fiscal Governing  
994 HOB, 373-1785

4:15 – 4:45 p.m.  
Jeff Mason, President and CEO  
Katharine Czarnecki, Senior Vice President, Community Development  
Michigan Economic Development Corporation  
300 N Washington Square, Lansing, 241-1273

5:30 – 6:30 p.m.  
Dinner at Tavern and Tap  
101 S Washington Square, Lansing

Sen. Rosemary Bayer (D-Beverly Hills)  
Committees: (MVC) Environmental Quality; Appropriations;  
[Subcommittees: K-12 and Michigan Department of Education; Natural Resources and Environmental Quality; Transportation]  
373-2417

Sen. Curtis Hettel Jr. (D-East Lansing)  
Committees: (MVC) Appropriations; [Subcommittees: (MVC) Community Health/Human Services; Capital Outlay; Universities and Community Colleges]; Advice and Consent; Health Policy  
373-1734
Sample Report 1

Hi everyone,

We are looking forward to your open house on Monday afternoon in Grandville and eager to introduce you both to your local legislators, Senator MacGregor (R-Rockford) and Representative VerHeulen (R-Walker). Both the Senator and Representative are familiar with your work in Michigan and are looking forward to meeting you and your key stakeholders. If we have an opportunity to discuss on Monday, we can work out some of the details for your advocacy day coming up.

Below please find your legislative update. A legislative tracking docket has been attached.

Child Video Recording Package – House Bills 4298-4300

In speaking with Representative Runestad (R-White Lake), who is the Chairman of House Judiciary Committee, as well as the sponsor of House Bill 4299, he is drafting an amendment to increase the penalties for the wrongful or intentional release of video recordings of child abuse testimony. Crista Jones, Representative Runestad’s Legislative Director, said she will be sending us a draft of the amendment either today or by close of business on Monday to review. I told her we have not taken a position on the bill, but would review and give her feedback. Crista mentioned they would like to hold a hearing next week on Thursday to vote the bill out, but are unsure if the committee schedule will allow for this. We will send you an update as soon as we hear from the Representative’s office.

Senate Judiciary – Senate Bills 261-263

In the Senate Judiciary Committee this week, Senator Curtis Hertel (D-East Lansing) and Representative Kevin Hertel (D-St. Clair Shores) testified in support of the “Wyatt’s Law” legislation (Senate Bills 261-253). The bills also received testimony from Wyatt’s mother, Erica Hammel, and child abuse prevention advocates from around the state. The American Civil Liberties Union (ACLU) did not testify, but they submitted a card of opposition against the package, arguing that registry systems do not prevent crimes.

No vote was taken on the bill package. We will stay updated with Senate Judiciary Committee Chairman Rick Jones (R-Grand Ledge) and see when they plan to bring the bills up again for a hearing. We will continue to provide updates on the traction of the bill.

Statute of Limitations Legislation – Senate Bill 52

This week Senator Steve Bieda (D-Warren) and his staff held the second workgroup on SB 52, which modifies the statute of limitations for child abuse cases involving a minor. The workgroup was comprised of representatives from the ACLU, Michigan Prosecutors Association, Michigan Defense Attorneys, and the Michigan Domestic & Sexual Violence Prevention and Treatment Board. The discussions centered around two main points – expanding the statute of limitations for Criminal Sexual Conduct (CSC) in the 2nd degree and an increase in reportable time for CSC 3rd degree. This increase would allow a victim of CSC 3rd degree to file charges within 20 years (originally 10 years) after the offense has been committed or by the victim’s 31st birthday (was 21st birthday), whichever is later.

There will be a third workgroup meeting before the bill is brought up before the Senate Judiciary Committee. We will let you know when the third workgroup meeting is scheduled and have you attend if possible.

We also wanted to highlight the following article of interest:
Column: Protect children from abuse

Every 16 minutes, a child in Michigan is the victim of abuse or neglect. Through national and statewide research, we are learning that childhood trauma negatively affects a child’s developing brain and has lifelong consequences on physical and mental health in adulthood. Michigan Children’s Trust Fund (CTF) actively strives to provide community members with opportunities to make a difference in the lives of Michigan children.

The work CTF does is critical for Michigan and the next generation of families who will live in our state. Protecting our children often means stepping in early and providing the adults in their lives with the resources, support and solutions that can help them make better decisions. Far too many adults responsible for children face challenges that range from substance abuse to behavioral illnesses to joblessness. For too many of these families, these challenges bring them to the attention of the child welfare system.

Across Michigan, programs serving every county aim to do just that and prevent abuse and neglect before they happen. Through proactive programs and interventions, professionals and trained specialists work with families so they understand and respond to their children’s developmental needs and are connected to the support of family and community.

Coordinating this network and the staff and volunteers who prevent abuse and neglect is the Children’s Trust Fund, Michigan’s only independent statewide nonprofit agency. The work of CTF and its local community-based partners is heroic. The daily effort to keep our kids safe is grueling and often happens far from the spotlight. It goes on every day in small communities in the western Upper Peninsula, in neighborhoods in metro Grand Rapids or Detroit, in rural areas of mid-Michigan and just about everywhere else.

On May 17 at the Lansing Center, CTF held its annual Pam Posthumus Signature Auction Event. With about 650 people in attendance, this year’s event raised $410,000, bringing the total donations in the event’s history to more than $6 million. Funds from the event go to support the important work CTF does to prevent child abuse and neglect, and bring hope to countless families across Michigan. The event pays for services like respite care, home visitations, child development support and other targeted services so CTF’s 102 local partners can continue to provide education and other prevention programs. Every dollar CTF raises can educate 20 people about the dangers of shaking an infant. CTF funds help parents become more nurturing, connect kids to positive role models and so much more.

At the event, Steve Yager, the recently retired executive director of the Michigan Department of Health and Human Services Children’s Services Agency, received the 2017 Children’s Advocate Award. For more than 30 years, Yager has been a strong advocate for the wellbeing and protection of children. Under his leadership, the value of the CTF prevention mission was strengthened and, now more than ever, they are a critical piece in the full continuum of children’s services.

Across Michigan, thousands of children and their families with few resources are getting help through CTF, which is extremely effective at stretching every dollar, spending only around 13 percent of total revenue on administrative costs.

Randy Richardville is board chairman of the Children’s Trust Fund.

http://www.detroitnews.com/story/opinion/2017/05/23/michigan-childrens-trust-richardville/102034290/

Let us know if you have any questions and have a wonderful weekend.
Sample Report 2

Happy Wednesday. I wanted to send an email this morning as the Legislature adjourned last night around 10pm for the summer. As expected the House and Senate took up and passed a couple of key items before the summer recess including:

- SB 888 (Part Time Student Workers)
- The Marshall Plan
- FY 18-19 Budget
- HB 5908 (Modified PPT formula)

SB 888: The bill clarifies that student workers at community colleges should only be enrolled in MPSERS if their primary role on campus is as an employee not a student. The house version of the bill stripped away the reporting requirements related to penalties and interest but does maintain some reporting requirements. While there will certainly be more controversy over how different colleges interpreted the law previously, the new bill ends all doubt that students should not be enrolled in MPSERS.

The Marshall Plan: The Governor’s Marshall Plan adds 100M in grants, scholarships, and programing related to STEM. It passed alongside the budgets last night and includes funding as follows:

- 29.9M Competencies and Credentials in High-Demand Fields
- 1.1M Cybersecurity Training
- 1.45M to MDE related to Competency-Based Education Models and Integration
- 18.5M for Competitive Equipment Grants
- 20M Scholarships and Stipends for low income individuals to get credentials in high demand fields
- 2.4M for Postsecondary Coaches for Scholarship Recipients
- 2.3M For Student Stipends/District Bonus for completion of in-demand workforce certifications
- 10.5M For Career Navigators
- 4M For MI Bright Futures Program
- 3.5M For Marketing
- 2.25M For Marketing/Implementation costs

FY 18-19 Budget: The final budget for community colleges maintains the MPSERS cap funding for eligible community colleges and includes a 1% operational increase for the system. That operational increase was pushed through a formula similar to last years which ensured that when paired with the PPT overpayment each college received at least a 2% bump. For us that means the budget will include a total operational funding level of $22,093,000, an increase of $187,300.

HB 5908: HB 5908 was amended to just fund fire protection grants from the tier 3 bucket of “overpayments”. To pay for those grants the money was shifted from libraries and authorities but held harmless the payments to community colleges. The Legislature decided to punt on a larger re-write of the formula, which would shift community college overpayments from being models based on qualified loss to fiscal year equated students.

Other Items of Note:
The access to wage data becomes available on July 1st. I had a brief conversation with the UIA direction, Michelle Beebe who indicated they are on track to be ready to receive requests on time.

As always, feel free to contact me with any questions, comments, or concerns.
Orion Township Authorized Contacts

Samantha Timko
(248) 391-0304 ext. 1002

CHARTER TOWNSHIP OF ORION

Sealed Bid Form – Government Representation and Consulting Services

Requested by the Supervisors Office

Bid Opening:  Friday, June 21 at 2:00 p.m.

The undersigned hereby declares that he/she has carefully examined the instructions and specifications as listed in the Bid Packet. The undersigned declares the prices set forth in this bid do cover all the requirements listed in the bid packet “Government Representation and Consulting Services.”

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid, and that the prices bid will remain firm through invoice.

The Charter Township of Orion reserves the right to split or abstract any or all bid proposals and award multiple contracts from the same quotation, based on price, availability and service, when in its judgment it best serves the Charter Township of Orion.

-Attach bid sheet

BIDDERS

Name of Bidder: Midwest Strategy Group

Address: 101 S Washington Square, Suite 300, Lansing, MI 48933

Telephone No.: (517) 853-0537  Fax No.: (517) 853-0556

Authorized Signature: [Signature]

Date: [Jan 14, 2019]

References (Public accounts)

Entity's Name & Address, Contact Information & Phone Number

1) Chris Hackbarth - Michigan Municipal League - 208 N. Capitol Ave., 1st Floor, Lansing, MI 48933 - (517) 974-1476
2) Peter Provenzano - Oakland Community College - 2480 Opdyke Rd., Bloomfield Hills, MI 48030 - (248) 341-2102
3) Bryan Barnett - City of Rochester Hills - 1000 Rochester Hills Dr., Rochester Hills, MI 48309 - (248) 227-2869
Agenda Item Summary

To: Orion Township Board Members

From: Penny S. Shults, Clerk

Meeting Date: August 5, 2019

Memo Date: July 25, 2019

Subject: Peddler/Solicitor License Application: Mark Drohan, Expert Home Inspections

REQUEST

Attached is an application from Mark of Expert Home Inspections for a peddler/solicitor’s licenses to conduct home inspections and deliver completed inspection report, pursuant to Ordinance No. 95, Peddlers and Solicitors Regulation.

REASON

Per the ordinance, “No person shall peddle or solicit within the Township without first obtaining a license therefore.” “Peddler” in this ordinance includes any person traveling by any means of conveyance transporting any goods, including ice cream for sale, gift, or information.

PROCESS

Mr. Drohan has submitted all required documentation (see attached), as well as paid the application fee for a 90-day permit.

BUDGET - Financial Item? [ ] Yes [ ] No If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)

The action before the Board is to approve Mr. Drohan’s application and issue peddler’s licenses under Ord. 95.
** Charter Township of Orion  
2525 Joslyn Rd., Lake Orion, MI 48360  

** Application for Peddlers/Solicitors License  
Ordinance 95, Peddlers & Solicitors Regulation **

Please print or type the following information:

1. Class of License Desired:  
   Peddler _________  
   Solicitor _________

2. Name of Licensee:  
   **EXPERT HOME INSPECTIONS**
   Address:  
   **17567 BARBARA, MASCOT, MI 48041**
   Home:  
   **17567 BARBARA, MASCOT, MI 48041**
   Phone:  
   **586.383.3358**
   Business:  
   **17567 BARBARA**
   **MASCOT, MI 48041**
   Phone:  
   **586.239.0321**

3. Date of Birth:  
   **6-18-1977**
   Height:  
   **6’1”**
   Weight:  
   **210**
   Eye Color:  
   **HAZEL**
   Hair Color:  
   **BLOND**
   Place of Birth:  
   **PONTIAC, MI**

4. Type of Goods Sold:  
   **HOME INSPECTION COMPANY SERVICES**

5. Method of Travel:  
   **PASSENGER VEHICLE**

6. Hours of Operation:  
   **8 AM - 7 PM**

7. How long do you plan on doing business in Orion?  
   **INDEFINITELY**

8. Order taken with promise of delivery?  
   Yes [X]  No [ ]

9. Other (describe method of doing business):  
   **SCHEDULE APPOINTMENT**
   **CONDUCT INSPECTION - DELIVER COMPLETED INSPECTION REPORT**

4. Name of Employer:  
   **EXPERT HOME INSPECTIONS**
   Phone:  
   ____________________________

5. Address of Employer:  
   ____________________________

6. Other License (if required):  
   **NONE**
Charter Township of Orion

Peddlers/Solicitors License Application

Other Approval (if required): \textbf{NONE}

Method of Delivery: \textbf{IN PERSON / EMAIL}

Place of Manufacture: \textbf{N/A}

Place of Storage of Goods (if any): \textbf{N/A}

Place of Storage of Vehicles (if any): \textbf{N/A}

Size of Vehicle Storage (if any): \textbf{N/A}

Home Occupation Required: Yes \textbf{X} No

5. \textbf{Personal References}: List two Oakland County residents who will attest to applicant’s good character and business reliability or other evidence serving to prove same:

A. Name: \textbf{LAUREL McDANIEL} \hspace{1cm} Phone: 248-701-0911
   Address: \textbf{8180 HIDDEN LEAF TRAIL, BARTONVILLE, MI 48462}

B. Name: \textbf{MICHAEL MANSOUR} \hspace{1cm} Phone: 248.391.9606
   Address: \textbf{2766 CANOE CREEK DR, LAKE ORION, MI 48360}

6. Have you ever been convicted of any crime, misdemeanor, or Township Ordinance violation?
   Yes \textbf{X} No

   If yes, please explain:

7. Name of insurer and amount of personal liability and property damage insurance carried on each vehicle used in business operations:

   \textbf{HANOVER INSURANCE} - \$100,000 LIMIT EACH CLAIM* BUSINESS

   \textbf{FARM BUREAU} - \$250,000/500,000 EACH CLAIM* AUTO

\underline{141}
A fee of $35.00 per solicitor and/or peddler must be paid to the Charter Township of Orion, 2525 Joslyn Road, Orion Township, Michigan, for up to a 90 day period of business operations. The person conducting business as a peddler or solicitor within the Township is subject to all the provisions of Ordinance No. 95. Specific prohibitions under Ordinance 95 are set forth in Section VII, a copy of which is attached hereto. In addition to possible suspension and/or revocation of license, a person who violates the provisions of Ordinance 95 is subject to municipal civil infraction penalties as set forth in the Ordinance.

I, the aforementioned applicant, swear that all statements in this application are true to the best of my knowledge and I understand the provisions of the applicable Ordinance and will endeavor to adhere to these provisions.

I understand that this license can be revoked by the Township Board for violation of any Township Ordinance or undesirable business practices. Granting of this license does not release any obligations to obtain other licenses required by any other law or governing body.

I understand that no peddler or solicitor shall call on any residents in the Charter Township of Orion before 11:00 a.m. nor after 1/2 hour before sunset nor on Sundays nor on legal holidays, except upon the specific request of the resident.

I understand that no sales shall be conducted within any Orion Township Park or upon property owned or controlled by Orion Township.

Witness

Signature of Applicant

Date: 7/25/19

Attachments (Office Use Only)

☐ Copy of receipt for license fee
☐ Copy of driver’s license
☐ OSCD background check report
☐ Proof of insurance for each vehicle
☐ Two 2"x2" color photos of applicant

Revised November 2011 V.2
Farm Bureau General Insurance Company of Michigan

PERSONAL AUTO POLICY
POLICY CHANGE DECLARATIONS

Effective Date
July 18, 2019

Policy Period (12:01 a.m. standard time)
04/30/2019 TO 10/31/2019

Policy Number
PA-10881559

Policy Premium (6 months): $1,417.99
Payment Plan: Monthly
Payment Method: Automatic
Account Number: 1000339477
Billing Account Number: 1000339477-04
Agent: BRIAN EDWARDS
42536 HAYES RD STE 400
CLINTON TOWNSHIP MI 48038-6766
586-690-8212

For 24-hour claim reporting, call 877-FBINSML (324-6764) or visit our website at FarmBureauInsurance.com.

Premium Impact Resulting from this Policy Change

Your premium was not affected by this change.

Important Information About Your Policy

This policy has been issued based on the representations by you that all of the following are correct:

1. Any vehicle listed in these Declarations is titled to the named insured(s) and there is no other person named in the title who is not a named insured.
2. The drivers of the vehicles listed in these Declarations are all listed below and there is no other regular or frequent driver of any of the vehicles in this policy.
3. ALL persons of driver permit age or older who live with you or are residents of your household are listed in these Declarations.

If any of these statements are not true, then it is a misrepresentation which may result in rescission or a gap in insurance coverage. If in doubt, contact your agent.

Vehicle Information

<table>
<thead>
<tr>
<th>Vehicle #</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Vehicle ID # (VIN)</th>
<th>Vehicle Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2008</td>
<td>FORD</td>
<td>TAURUS</td>
<td>1FMDK02W48G422272</td>
<td>Panel/Van</td>
</tr>
<tr>
<td>2</td>
<td>2004</td>
<td>FORD</td>
<td>F-350</td>
<td>1FTTVW33P84E16932</td>
<td>Pickup/Jeep</td>
</tr>
<tr>
<td>3</td>
<td>2007</td>
<td>JEEP</td>
<td>WRANGLER</td>
<td>1J4GA39137L100623</td>
<td>Pickup/Jeep</td>
</tr>
</tbody>
</table>

Garage Location(s):
Vehicle #1 - 47567 BARBARA RD, MACOMB, MI 48044-2411
Vehicle #2 - 47567 BARBARA RD, MACOMB, MI 48044-2411
Vehicle #3 - 47567 BARBARA RD, MACOMB, MI 48044-2411

Driver Information

MONICA DROHAN
Driver Status: Principal
Date of Birth: 06/30/1978
Assignment: Vehicle #2 Primary
Vehicle Usage: Drive to Work or School
Miles Driven: 50 per week

MARK DROHAN
Driver Status: Principal
Date of Birth: 06/18/1977
Assignment: Vehicle #1 Primary
Vehicle Usage: Drive to Work or School
Miles Driven: 60 per week
07/18/2019

MARK DROHAN
MONICA DROHAN
47567 BARBARA RD
MACOMB MI 48044-2411

Policy Type:
Personal Auto Policy
Policy Number:
PA-10881559
Agent:
BRIAN EDWARDS
Phone Number:
586-690-8212

A change has been made to your Personal Auto Policy.

Your policy Declarations and any forms impacted by this change are enclosed. Please review the enclosed policy documents carefully. Note that many of these policy documents are printed on both sides of the page.

If you have any questions about the information on your Declarations or the coverages described in your policy, please contact your Farm Bureau Insurance agent, Brian Edwards, at 586-690-8212. It's important to keep your policy up to date. Contact your agent when changes occur. Your agent is always ready to work with you and help tailor your coverages to fit your changing needs.

If you would like to understand more about auto insurance and how we priced your policy, request a copy of form AA1, titled "Your Auto Insurance". This form is available on our website FarmBureauInsurance.com or by calling 1-800-535-2335.

Our mission is to protect the people of Michigan from the risks of everyday life. Thank you for choosing us as your insurance company. We look forward to helping you with all your insurance needs.

Farm Bureau General Insurance Company of Michigan
**Driver Information - Continued**

**MEAGHAN DROHAN**
- **Driver Status**: Principal
- **Date of Birth**: 06/08/2001
- **Assignment**: Vehicle #3 Primary
- **Vehicle Usage**: Pleasure

**Discounts Applied**
- **Policy Discounts**
  - FB Advantage Discount: 997
  - Wayne State University Alumni Association
  - Multi-Policy (Policy that qualified you for this discount: Homeowners (Renters))
  - SmartPay Discount
- **Vehicle Discounts**
  - Anti-Theft Device: Applied to Vehicle #1, 2, 3
  - VATS or Passkey Device: 1, 2, 3
  - Multi-Auto Discount: 1, 2, 3
  - Preferred Youthful Driver Discount: 3
  - No Dependent Discount: 3
  - Select Customer Discount: 1, 2, 3

**Coverage Information**
Coverage is provided where a premium is shown below. Dashes (--) indicate no coverage is provided.

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limits of Insurance and Deductibles</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mandatory Coverages</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury Liability</td>
<td>$300,000 Each Person/300,000 Each Accident</td>
<td>$33.95 FORD TAURUS 68.00 FORD F-350 146.03 JEEP WRANGLER</td>
</tr>
<tr>
<td>Property Damage Liability</td>
<td>$1,000,000 Each Accident</td>
<td>$3.18 FORD TAURUS 43.20 FORD F-350 77.34 JEEP WRANGLER</td>
</tr>
<tr>
<td>Personal Injury Protection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primary Medical</td>
<td>500 Deductible applies</td>
<td>107.28 Included 68.00 Included 146.03 Included</td>
</tr>
<tr>
<td>Primary Work Loss</td>
<td>to Medical and Work Loss</td>
<td>9.46 Included 9.46 Included 18.77 Included</td>
</tr>
<tr>
<td>Survivors' Loss</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funeral Expenses</td>
<td>up to $3,000 Included</td>
<td></td>
</tr>
<tr>
<td>Property Protection Ins.</td>
<td>$1,000,000 Each Accident</td>
<td>$6.65 Included 6.65 Included 13.19 Included</td>
</tr>
<tr>
<td><strong>Optional Coverages</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uninsured/Underinsured</td>
<td>$300,000 Each Person/300,000 Each Accident</td>
<td>14.75 Included 14.75 Included 14.75 Included</td>
</tr>
<tr>
<td>Comprehensive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actual Cash Value</td>
<td>500 Deductible</td>
<td>-- 55.68 74.26</td>
</tr>
<tr>
<td>Collision</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actual Cash Value</td>
<td>500 Ded. Broadened</td>
<td>-- 164.22 --</td>
</tr>
<tr>
<td>Actual Cash Value</td>
<td>1000 Ded. Regular</td>
<td>-- -- 210.76</td>
</tr>
<tr>
<td>Emergency Road Service</td>
<td></td>
<td>5.54 Included Included</td>
</tr>
<tr>
<td>Limited Prop. Damage Liab.</td>
<td>$1,000</td>
<td>1.75 Included 1.75 Included 1.75 Included</td>
</tr>
</tbody>
</table>

145

FE 60 01 07 17  
Page 2 of 3  
Date Issued: July 18, 2019 11:22 a.m.  
Policy Number: PA-10881559
Coverage Information - Continued

Coverage is provided where a premium is shown below. Dashes (-) indicate no coverage is provided.

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limits of Insurance and Deductibles</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vehicle #1</td>
<td>Vehicle #2</td>
</tr>
<tr>
<td></td>
<td>FORD Taurus</td>
<td>FORD F-350</td>
</tr>
<tr>
<td>Rental Reimbursement</td>
<td>$ 50 per day</td>
<td>5.72</td>
</tr>
<tr>
<td></td>
<td>$ 30 per day</td>
<td>--</td>
</tr>
<tr>
<td>MI Catastrophic Claims Assoc. Statutory Assessment</td>
<td>96.79</td>
<td>96.79</td>
</tr>
<tr>
<td>Other Statutory Assessments</td>
<td>1.51</td>
<td>1.51</td>
</tr>
<tr>
<td>VEHICLE TOTAL:</td>
<td>$260.86</td>
<td>$470.91</td>
</tr>
</tbody>
</table>

Additional Interest Information

Loss Payee- Vehicle #2
WELLS FARGO BANK PO BOX 4050 CORAOPOLIS PA 15108

Loss Payee- Vehicle #3
Genesis 49875 VAN DYKE AVE SHELBY TOWNSHIP MI 48317-1316

Policy Form and Endorsements

The following Policy Form and Endorsement(s), together with the most current Declarations, make up your policy. The symbol "✓" beside a Form Number indicates the Form is enclosed with this mailing.

2170 (01-19) Personal Auto Policy Amendatory Endorsement
A5  (07-17)  Personal Auto Policy
1352 (07-17) Underinsured Motorists Coverage Endorsement
1147 (01-03) Limited Property Damage Liability Coverage Endorsement
637  (01-11) Broadened/Limited Collision Coverage Endorsement
407  (07-17) Rental Reimbursement Coverage Endorsement

A reminder to contact your agent if...

- There has been a change in your employer or your employment status.
- The location where your vehicles are garaged has changed.
- There have been any changes to your health insurance provider or plan. Changes in your provider or plan may affect your Personal Injury Protection coverage.
- Any other information is not accurate.

Your agent can be reached at 586-690-8212.
STATE OF MICHIGAN CERTIFICATE OF NO-FAULT INSURANCE
Farm Bureau General Insurance Company of Michigan
An authorized Michigan Insurer, certifies that it has issued a policy complying with Act 294, P.A. 1972, as amended for the described motor vehicle.

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PA-10881559</td>
<td>04/30/2019</td>
<td>10/31/2019</td>
</tr>
</tbody>
</table>

Vehicle ID Number
1FTWW33P84EB16932

At the scene of an accident:

- Assist any injured parties.
- Contact the police.
- Document names, addresses, and insurance information for all involved parties.
- Do not admit fault. Make no payments or promises to pay.

For 24-hour claim reporting, call 877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com.

This certificate should be in the vehicle or in the driver's possession at all times and must be presented to the proper authorities when requested.

Date Issued: 04/12/2019
July 23, 2019,

TO WHOM IT MAY CONCERN:

The following person requested a search of our criminal records:
NAME: Mark Joseph Drohan
ADDRESS: 47567 Barbara Rd
Macomb, MI 48044-2411
DATE OF BIRTH: 06-18-1977
DRIVER'S LICENSE NO: D 650 585 441 467

Our search was conducted for the previous ten year period and has disclosed the following:

☐ This person either has no record of arrest or incarceration by the Oakland County Sheriff's Office or has a record that is court ordered Non-Public. (Note: please refer to the reverse side of this letter for information regarding other police agencies).

☐ A record was identified.

Please refer to the reverse side for this information.

For a complete criminal history, you may contact the Michigan State Police or go online at www.michigan.gov/msp and then choose I-CHAT. There is a fee for this information.

Completed by: Hall 2597, Student
Records Bureau
(248) 858-5011

VRA/REV 07-12
NOTICE

THE OAKLAND COUNTY SHERIFF'S OFFICE PROVIDES LAW ENFORCEMENT SERVICES TO THE FOLLOWING AREAS:

ADDISON TWP
   VILLAGE OF LAKEVILLE
   VILLAGE OF LEONARD
CHARTER TWP OF BRANDON
   VILLAGE OF ORTONVILLE
CHARTER TWP OF COMMERCE
   UNION LAKE
CHARTER TWP OF HIGHLAND
CHARTER TWP OF INDEPENDENCE
   CITY OF THE VILLAGE OF
   CLARKSTON
CHARTER TWP OF LYON
   NEW HUDSON
CHARTER TWP OF ORION
CHARTER TWP OF OAKLAND
   GOODISON
CHARTER TWP OF OXFORD
   OAKWOOD
CHARTER TWP OF ROYAL OAK
CHARTER TWP OF SPRINGFIELD
   DAVISBURG
CITY OF PONTIAC
CITY OF ROCHESTER HILLS

YOU SHOULD BE ADVISED THAT OTHER POLICE AGENCIES EXIST WITHIN OAKLAND COUNTY (FOR EXAMPLE: TROY, SOUTHFIELD, WATERFORD AND MANY MORE). INFORMATION WOULD NEED TO BE OBTAINED DIRECTLY FROM THOSE AGENCIES.

THIS SEARCH DOES NOT INCLUDE JUVENILE ARRESTS OR TRAFFIC INFORMATION. JUVENILE INQUIRIES SHOULD BE OBTAINED THROUGH THE PROBATE COURT. TRAFFIC INQUIRIES SHOULD BE MADE THROUGH THE SECRETARY OF STATE.

PLEASE FEEL FREE TO CONTACT THIS OFFICE IF YOU HAVE ANY QUESTIONS.

RECORD BUREAU
(248) 858-5011
Agenda Item Summary

To:  Township Board of Trustees
From:  Donni Steele, Treasurer
Meeting Date:  August 5, 2019
Memo Date:  July 31, 2019
Subject:  Second Quarter 2019 Treasurer’s Report

REQUEST
Please review, if you have any questions, please feel free to contact me anytime.

PROCESS
Huntington Bank is the custodian of Township’s general fund and water/sewer investments within our portfolio. The attached Huntington Bank & Oakland County Investment Pool statements for the general and water/sewer accounts correlate with the attached pie chart(s).
Also included are the Robinson Capital’s Investment Short-Term Bond Strategies reports; Robinson Capital is our Investment Advisor.

BUDGET - Financial Item?  Yes  X  No  If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)
Receive and File.
2nd Quarter 2019

Treasurer’s Report
Cash/Investment Funds
General Account - 2nd Qtr 2019

- Chase, $1,450,087.40 (6%)
- Huntington, $10,812,036.11 (41%)
- Oakland County Invest Pool, $14,034,917.50 (53%)
# Cash Summary by Account for Orion Township

**FUND: 101 206 207 208 220 230 240 241 247 250 251 252 254 255 261 263 264 265 266 267 268 269 270 273 401**

## Cash and Investment Accounts

### Fund 101 General Fund

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Beginning Balance</th>
<th>Total Debits</th>
<th>Total Credits</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
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<td>5,000.00</td>
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**General Fund**

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<tr>
<th>Beginning Balance</th>
<th>Total Debits</th>
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<tr>
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### Fund 206 Fire Fund

<table>
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<tr>
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<th>Description</th>
<th>Beginning Balance</th>
<th>Total Debits</th>
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<tbody>
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**Fire Fund**

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### Fund 207 Police Fund

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### CASH SUMMARY BY ACCOUNT FOR ORION TOWNSHIP

**FROM 04/01/2019 TO 06/30/2019**

**FUND: 101 206 207 208 220 230 240 241 247 250 251 252 254 255 261 263 264 265 266 267 268 269 270 273 401**

**CASH AND INVESTMENT ACCOUNTS**

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<tr>
<th>Fund Account</th>
<th>Description</th>
<th>Beginning Balance 04/01/2019</th>
<th>Total Debits</th>
<th>Total Credits</th>
<th>Ending Balance 06/30/2019</th>
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**POLICE FUND**

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<th>Total Debits</th>
<th>Total Credits</th>
<th>Ending Balance 06/30/2019</th>
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<tbody>
<tr>
<td>155</td>
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**Fund 208 PARK/RECREATION FUND**

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<th>Total Credits</th>
<th>Ending Balance 06/30/2019</th>
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<tbody>
<tr>
<td>155</td>
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**Fund 220 TOMMY'S LAKE**

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<th>Total Credits</th>
<th>Ending Balance 06/30/2019</th>
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<tbody>
<tr>
<td>155</td>
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**Fund 230 ELKHORN LAKE**

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<th>Total Debits</th>
<th>Total Credits</th>
<th>Ending Balance 06/30/2019</th>
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<tbody>
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**Fund 240 LAKE ORION CANALS**

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<th>Total Debits</th>
<th>Total Credits</th>
<th>Ending Balance 06/30/2019</th>
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</thead>
<tbody>
<tr>
<td>155</td>
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**Fund 241 LAKE ORION WATER**

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<th>Total Debits</th>
<th>Total Credits</th>
<th>Ending Balance 06/30/2019</th>
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<tbody>
<tr>
<td>155</td>
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<td>4,349,380.56</td>
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**Fund 247 CORRIDOR IMPROVEMENT AUTHORITY**

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<th>Ending Balance 06/30/2019</th>
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<tr>
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<td>Ending Balance 06/30/2019</td>
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<tr>
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<tr>
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Fund 402 SAFETY PATH
### CASH SUMMARY BY ACCOUNT FOR ORION TOWNSHIP

**FROM 04/01/2019 TO 06/30/2019**

**FUND: 101 206 207 208 220 240 241 247 250 251 252 254 255 261 263 264 265 266 267 268 269 270 273 401**

**CASH AND INVESTMENT ACCOUNTS**

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<tr>
<th>Fund Account</th>
<th>Description</th>
<th>Beginning Balance 04/01/2019</th>
<th>Total Debits</th>
<th>Total Credits</th>
<th>Ending Balance 06/30/2019</th>
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**SAFETY PATH**

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**Fund 406 FIRE CAPITAL IMPROVEMENT**

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<th>Ending Balance 06/30/2019</th>
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**FIRE CAPITAL IMPROVEMENT**

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**Fund 417 HOST FEE**

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<tbody>
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**HOST FEE**

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**Fund 701 TRUST & AGENCY**

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<tr>
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**TRUST & AGENCY**

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**INDIANWOOD LAKE IMPROV BOARD**

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<tr>
<th>Description</th>
<th>Beginning Balance 04/01/2019</th>
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**TOTAL - ALL FUNDS**

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<th>Total Credits</th>
<th>Ending Balance 06/30/2019</th>
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ACCOUNT SUMMARY

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<td>RECEIPTS/DISTRIBUTIONS IN KIND</td>
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ASSET ALLOCATION SUMMARY

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<tr>
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Total: 10,812,036.11 100.0%
## PORTFOLIO DETAIL

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<td><strong>CASH AND EQUIVALENTS</strong></td>
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<tr>
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<td>3134G94YD FHLMC V/R 1.75% 08/24/2026-2019</td>
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<td>3134G9663 FHLMC SERIES 0001 V/R 1.5% 02/28/2020-2019</td>
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<td>3134GAEY6 FREDDIE MAC V/R 1.75% 09/26/2029-2019</td>
<td>493,115.50</td>
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<td>3136NG4A7 FNMA SERIES 0001 2% 10/27/2028-2019</td>
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<td>864088DN6 STURGIS FEDERAL SAVINGS BANK MEDIUM TERM CD 2.5% 07/29/2021</td>
<td>250,618.75</td>
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<td>94986T275 WELLS FARGO BANK NA SERIES CD V/R CD 3% 09/20/2033</td>
<td>299,646.60</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>7,088,473.65</strong></td>
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<td><strong>2,610,583.67</strong></td>
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## PORTFOLIO DETAIL (CONTINUED)

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<tr>
<td>162</td>
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### FIXED INCOME NON-TAXABLE

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<th>COST BASIS</th>
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<tbody>
<tr>
<td>/250,000.000</td>
<td>CLARKSTON MI COMMUNITY SCHOOLS TXBL-REF SER B UT GO EHN: Q-SBLF 2.75% 05/01/2022</td>
<td>255,422.50</td>
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<td>250,972.50</td>
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<td>CLINTONDALE MICH CMNTY SCHS TXBL REF UTGO EHN: Q-SBLF 2.842% 05/01/2022</td>
<td>510,775.00</td>
<td>2.78</td>
<td>516,010.00</td>
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<td>/650,000.000</td>
<td>LAKE ORION MI CMNTY SCH DIST REF TXBL SER B UT GO EHN: Q-SBLF 2.445% 05/01/2021</td>
<td>655,284.50</td>
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<td>652,966.50</td>
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<td>MARQUETTE MI BROWNFIELD REDEV AUTH TXBL TAX INCOR EHN: MUN GOVT GTD 3.25% 05/01/2029-2026</td>
<td>515,145.00</td>
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<td>508,230.00</td>
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<td>404,656.00</td>
<td>3.14</td>
<td>408,360.00</td>
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### TOTAL FIXED INCOME NON-TAXABLE

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<td>2,623,683.25</td>
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### GRAND TOTAL ASSETS

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### TRANSACTION DETAIL

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<td>INTEREST ON 400,000 UNITS NORTHERN MI UNIV REV XS TXBL REF GEN SER B 3.18% 12/01/2020 PAYABLE 06/01/2019 EFFECTIVE 06/01/2019</td>
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<td>DIVIDEND ON HUNTINGTON CONSERVATIVE DEPOSIT ACCOUNT PAYABLE 06/01/2019 EFFECTIVE 06/01/2019</td>
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## TRANSACTION DETAIL (CONTINUED)

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<td>8,931.73</td>
<td>NET DEPOSIT HUNTINGTON CONSERVATIVE DEPOSIT ACCOUNT 609993553</td>
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<td>NET FEES FOR THE PERIOD</td>
<td>NET FEE DISB</td>
<td>.59</td>
<td>166.59</td>
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Oakland County Investment Pool
Position Report - Portrait
Investment #77674

As Of July 9, 2019

<table>
<thead>
<tr>
<th>Investment #</th>
<th>77674</th>
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<tr>
<td>Fund</td>
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<table>
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<tr>
<th>CUSIP</th>
<th>SYSTEM</th>
<th>SY</th>
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<tbody>
<tr>
<td>Issuer</td>
<td>Pooled Investments</td>
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</tr>
<tr>
<td>Cert./Acct#</td>
<td>GASB 3</td>
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<tr>
<td>Dealer</td>
<td>S&amp;P</td>
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<tr>
<td>Custodian</td>
<td>Moody's</td>
<td></td>
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<td>Asset Class</td>
<td>Cash and Equivalents</td>
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<td>Investment Class</td>
<td>Book Value</td>
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**Managed Pool Accounts (PA4)**

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<td>Basis</td>
<td>365</td>
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<tr>
<td>Interest Period</td>
<td>ME</td>
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<tr>
<td>First Interest Due</td>
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**Add Interest to Account Balance**

- Include in Yield Calculation
- Clearing Account

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<table>
<thead>
<tr>
<th>Last Withdrawal Date</th>
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<tr>
<td>Last Deposit Date</td>
<td>03/08/2019</td>
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**Accrued Interest from Previous Fiscal Year**

- 7,480.90

**Passbook Transactions**

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<tr>
<th>Trans. Dat</th>
<th>Deposit</th>
<th>Withdrawal</th>
<th>Int. Rcvd.</th>
<th>Balance</th>
<th>Rate</th>
<th>Cd Receipt</th>
<th>Comments</th>
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<tbody>
<tr>
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<td>0.00</td>
<td>567.91</td>
<td>21,262.93</td>
<td>16,534,917.50</td>
<td>2.070</td>
<td>R</td>
<td>Interest Earnings</td>
</tr>
<tr>
<td>06/01/2019</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>16,534,917.50</td>
<td>2.070</td>
<td>R</td>
<td>Interest Earnings</td>
</tr>
<tr>
<td>06/05/2019</td>
<td>0.00</td>
<td>1,000,000.00</td>
<td>0.00</td>
<td>16,534,917.50</td>
<td>2.070</td>
<td>XC EXCL</td>
<td>Balance = 15,534,917.50</td>
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<tr>
<td>06/18/2019</td>
<td>0.00</td>
<td>1,500,000.00</td>
<td>0.00</td>
<td>14,034,917.50</td>
<td>2.070</td>
<td>XC EXCL</td>
<td>Balance = 14,034,917.50</td>
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<td>07/01/2019</td>
<td>0.00</td>
<td>447.00</td>
<td>25,556.97</td>
<td>14,060,027.47</td>
<td>2.070</td>
<td>FI</td>
<td>Interest Earnings</td>
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</table>

**Comment**

- Current Fiscal Year Interest Received to 197,667.55
Cash/Investments
Water & Sewer-2nd Qtr 2019

Oakland County Invest Pool,
$522,991.17
2%

Chase, Oxford,
$961,588.13
4%

Huntington,
$22,613,538.85
94%

- Chase, Oxford
- Huntington
- Oakland County Invest Pool
<table>
<thead>
<tr>
<th>Fund Account</th>
<th>Description</th>
<th>Beginning Balance 04/01/2019</th>
<th>Total Debits</th>
<th>Total Credits</th>
<th>Ending Balance 06/30/2019</th>
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<tr>
<td>592.001</td>
<td>CASH-CHECKING</td>
<td>1,326,651.59</td>
<td>2,328,250.32</td>
<td>2,739,740.94</td>
<td>915,160.97</td>
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<td>592.003</td>
<td>OXFORD BANK COLLECTIONS</td>
<td>45,214.10</td>
<td>1,213.06</td>
<td>0.00</td>
<td>46,427.16</td>
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<tr>
<td>592.009</td>
<td>INVESTMENT - OAK Cty Pool</td>
<td>520,240.29</td>
<td>2,796.99</td>
<td>46.11</td>
<td>522,991.17</td>
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<tr>
<td>592.010</td>
<td>INVESTMENT - HUNTINGTON</td>
<td>22,012,252.49</td>
<td>865,241.35</td>
<td>263,954.99</td>
<td>22,613,538.85</td>
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<tr>
<td></td>
<td><strong>WATER &amp; SEWER</strong></td>
<td><strong>23,904,358.47</strong></td>
<td><strong>3,197,501.72</strong></td>
<td><strong>3,003,742.04</strong></td>
<td><strong>24,098,118.15</strong></td>
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</table>
The Huntington Private Client Group

JUNE 01, 2019 TO JUNE 30, 2019

ACCOUNT NAME: ORION S W
ACCOUNT NUMBER: 1041016510

ACCOUNT NAME: CHARTER TOWNSHIP OF ORION WATER/SEWER

RELATIONSHIP MANAGER: TRACY WALKER
614-331-9755
TRACY.WALKER@HUNTINGTON.COM

INVESTMENT OFFICER: NO INV AUTHORITY

ACCOUNT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>THIS PERIOD</th>
<th>YEAR TO DATE</th>
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<td>DISBURSEMENTS AND FEES</td>
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<td>101,442.75</td>
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<td>CHANGE IN MARKET VALUE</td>
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ASSET ALLOCATION SUMMARY

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<td>944,284.85</td>
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<td>Total</td>
<td>21,645,404.85</td>
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22,413,538.85
# PORTFOLIO DETAIL

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## FIXED INCOME TAXABLE

<table>
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<tbody>
<tr>
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<td>060704BC6 BANK OF BIRMINGHAM SERIES 0000 MEDIUM TERM CD 1.6% 04/09/2020</td>
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<td>1.00</td>
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<td>COST BASIS</td>
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<td>--------------</td>
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### GRAND TOTAL ASSETS

**21,645,404.85** | **2.08** | **12,083,621.23**
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## Oakland County Investment Pool

### Position Report - Portrait

**Investment #77673**

**As Of July 9, 2019**

### Managed Pool Accounts (FA4)

- **Begin Rate:** 2.0803476
- **Current Rate:** 2.0704387
- **Rates as of:** 06/01/2019
- **Basis:** 365
- **Interest Period:** ME
- **First Interest Due:** 09/01/2007
- **Add Interest to Account Balance:** X

### Passbook Transactions

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<th>Withdrawal</th>
<th>Int. Rcvd.</th>
<th>Balance</th>
<th>Rate</th>
<th>Cd Receipt</th>
<th>Comments</th>
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<td>0.00</td>
<td>0.00</td>
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<td>15.57</td>
<td>889.99</td>
<td>523,865.59</td>
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**Comment**
- **Current Fiscal Year Interest Received to:** 9,614.65
Federal Reserve Stance

Federal Reserve Chair Powell gave a well-received press conference this week during which he communicated the Fed's view that economic activity has improved, the risks to the outlook has diminished, and that weak core inflation is something that is unlikely to persist. In addition, the Fed Chair offered nothing to even hint that any type of cut in interest rates has been discussed.

Yield Curve

It was a relatively quiet month for interest rates and the yield curve remained inverted (shorter maturity yield levels higher than longer).

Graph of the Month

Under the Obama administration, the two largest complaints for small businesses were that taxes and regulations were too high. One of the first changes the Trump administration executed was a corporate tax cut and a reduction in regulations, which raised business optimism and lowered uncertainty... at least initially. Uncertainty levels began rising again late last year and remain close to record highs.
The economy continued to stumble along as measured by our Leading Economic Index. Both housing data and the financial markets contributed positively for the month, but it was not enough to combat slowing in the consumer and business outlooks. Business data in particular has struggled recently, which has produced much weaker data in terms of confidence and uncertainty (graph front page).

- The Robinson Housing Model (graph) experienced a healthy rebound in line with the drop in mortgage rates over the past few months. Mortgage rates follow longer maturity yield levels (generally 10+ years) and long rates have fallen relative to short rates. In fact, as shown on the front page and below (graph), yield levels are inverted for a large percentage of the yield curve, which is not a positive sign for the economy.

- Federal Reserve economists are looking at a new idea called a standing repo facility, which would allow banks to exchange Treasuries for reserves. The idea is to ensure liquidity during difficult times, while at the same time help the Fed decrease the size of its nearly $4 trillion balance sheet. This approach would basically allow the Fed to decrease their level of excess reserves (which is what the Fed wants them to do); increase their holdings of Treasury securities (which is what the banks want to do); while having the same protections in place to guard against markets freezing up during extreme stress conditions. The Fed is intelligently getting ready for the next recession as they realize what we have discussed many times before: the Fed is lacking ammunition to fight the next downturn.

Robinson Leading Economic Index since 1977

Source: Bloomberg, Robinson

Robinson Housing Model

Source: Bloomberg, Robinson

% of Short-Term Yield Curve Inverted

Source: Bloomberg, Robinson

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Midway through the month of May, Federal Reserve Chair Jerome Powell stated that "the data are not currently sending a signal that we need to move in one direction or another," on the level of interest rates. The markets had another idea, however, as interest rates fell quickly toward the end of the month in response to new tariffs and slowing economic data. Chair Powell commented publicly again in recent days and said the Fed will "act as appropriate to sustain the expansion." The bond market interpreted that "Fed-speak" to mean the next move is lower rates.

The yield curve flattened aggressively in May with yield levels for maturities out past 2 years falling below 2%.

Interest rates began falling at the beginning of the year and the speed quickened in the later part of May. As noted in the graph, this is exactly the same pattern we have experienced during previous late cycle time periods.

A 1% outperformance over the past year for extending out of cash.

<table>
<thead>
<tr>
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<td>3mo T-Bill</td>
<td>0.22%</td>
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</tr>
<tr>
<td>2y Tsy</td>
<td>0.66%</td>
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Economic Comments

- Bond market prices rallied and interest rates fell quickly during the last few weeks. Poor economic data combined with increased tariff rhetoric toward China and Mexico were the main catalysts for the large moves. The drop in interest rates saw bond investors moving out of cash and into longer maturity securities and further inverting (longer yield levels lower than shorter) the yield curve while doing so (graph below). Indeed, we now have 60% of the short-term yield curve inverted (graph below); while at the same time the market has completely reversed its thoughts on the future direction of interest rates. During most of the first quarter the bond market was projecting an expectation of one more interest rate hike out of the Federal Reserve in 2019. As of the writing of this piece, the bond market is pricing in a 72% probability that the Federal Reserve will lower interest rates in July! To put this reversal of expectations into perspective, the market has reduced its future fed funds rate expectations only 20 times in the last 10+ years and 19 of those times were at the height of the Great Recession in 2008. As an additional point of reference, the last 3 recessions all took place within 3 months of the first rate cut after a hiking cycle.

- As we anticipated, the market is also quickly becoming aware of the fact that the Fed is lacking the ammunition they have had in the past to fight a recession. In fact, Fed Chair Powell remarked recently that having interest rates still so close to zero "has become the preeminent monetary policy challenge of our time." Chair Powell further stated that "the next time policy rates hit the lower bound - and there will be a next time - it will not be a surprise." The Fed seems a bit surprised at the moment, however.

Robinson Leading Economic Index since 1977

Robinson Leading Economic Index

Source: Bloomberg, Robinson

Fed Funds Rate vs. 2-Year Treasury

Source: Bloomberg, Federal Reserve, Robinson

% of Short-Term Yield Curve Inverted

Source: Bloomberg, Robinson

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www.robinsoncapital.com
The Federal Reserve kept the federal funds rate unchanged following their scheduled meeting in mid-June, while also signaling a new openness to lowering the rate at the next meeting in late July. Later in the month, Federal Reserve Chair Powell acknowledged that trade uncertainties and other global strains have risen in recent months, and then tellingly stated that "If you see weakness, it's better to come in earlier rather than later."

A 1.5% outperformance over the past year for extending out of cash.

Yield levels continued on their path lower last month and the yield curve remained inverted.

In June, for the first time during this long recovery, market expectations of a rate cut by the Federal Reserve rose sharply: rising from 20% to 80% in the first week and to 100% by the last week of the month. The market also began pricing in the expectation of an additional rate cut in September (75% probability).
Economic Comments

- Data inputs to the Robinson Leading Economic Index remained weak, but mixed, as has been the case since the fourth quarter. The housing sector continued (barley) as the lone stand out on the positive side, while the manufacturing sector led the negative data. The largest surprise was a drop in consumer confidence, which experienced its weakest post in nearly 2 years. Negative data posts for the manufacturing sector were widespread, including a steep decline in the manufacturing work week (graph below), barely positive regional manufacturing indexes and a rolling over of durable goods purchases. Although certainly reflective of the trade wars, the data also reveals real underlying weakness.

- We have shown many different graphs in recent months showing the inversion (short maturity yields higher than longer) of the yield curve and its strong historical prediction abilities for recessions. Another aspect of an inverting yield curve that we analyze is the speed with which the inversion occurs. Basically, the quicker the curve initially moves to invert, the closer the economy is to a recession. The graph below (right) shows the abruptness of this move since the beginning of the year and the fact that the move has continued almost unabated for the past 6 months.

- We finish the commentary with some facts. With the exception of 1987 and 1996, every initial Fed rate cut has been associated with an ongoing or upcoming recession. Additionally, every single time historically that the Federal Reserve has lowered interest rates when the unemployment rate was below 5%, a recession ensued. Every. Single. Time.

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Robinson Capital Management
Oakland County Investment Pool Average Interest for 2nd Quarter Basis 365 was 2.77% through June, and are down another 0.25% so far this month as well. (Per Robinson Capital Review) a falling interest rate environment. Short-term interest rates fell approximately 0.50% from the end of March performance was aided the most by the longer maturity holdings in both portfolios, which always perform well in Barclays T-3 Year Government Index which returned 7.46% and the 3-Month Treasury Bill Index return of 0.64% quarter were 2.25% for the General account and 2.36% for Water & Sewer. That compares favorably to the 2nd Quarter Treasurer Report Supplemented Information.
Agenda Item Summary

To: Chris Barnett, Township Supervisor
From: Aaron Whatley, Parks & Recreation Director
Meeting Date: August 5, 2019
Memo Date: July 31, 2019
Subject: Request for Proposals – Green Infrastructure/Alternative Energy

REQUEST
I am requesting board approval to obtain proposals for green infrastructure including alternative energy sources at some park properties.

PROCESS
Following approval, bids will be sought through BidNet. Proposals will be brought before the board for final approval.

BUDGET - Financial Item? Yes X No
If yes, fill out information below:

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<th>Description</th>
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RECOMMENDATION (Motion)
Approve the request to advertise for sealed bids for green infrastructure/alternative energy.
Agenda Item Summary

To: Board of Trustees

From: Chris Barnett, Supervisor

Meeting Date: August 5, 2019

Memo Date: August 1, 2019

Subject: Request for Fireworks Display Permit

REQUEST:
Attached is an application from Great Lakes Fireworks LLC for a fireworks display at the Miracle Field Grand Opening on Friday, August 9, 2019. It has been reviewed by Fire Chief Rob Duke and Lt. Dan Toth, Oakland County Sheriff Office.

BUDGET: Financial Item? Yes No If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion):

attachment
## 2019 Application for Fireworks Other Than Consumer or Low Impact

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with ready, writing, hearing, etc. under the Americans with Disabilities Act, you may make you needs known to this Legislative Body of City, Village or Township Board.

### TYPE OF PERMIT(S) (Select all applicable boxes)
- [ ] Agricultural or Wildlife Fireworks
- [ ] Articles Pyrotechnic
- [x] Display Fireworks
- [ ] Public Display
- [ ] Private Display
- [ ] Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

### NAME OF APPLICANT
Orion Township

### ADDRESS OF APPLICANT
2525 Joslyn Road, Lake Orion, MI 48360

### NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION LLC, DBA OR OTHER
Chris Barnett

### ADDRESS OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION LLC, DBA OR OTHER
2525 Joslyn Road, Lake Orion, MI 48360

### NAME OF PYROTECHNIC OPERATOR
Great Lakes Fireworks LLC

### ADDRESS OF PYROTECHNIC OPERATOR
24805 Marine, Eastpointe, MI 48021

### NC. YEARS EXPERIENCE
20+

### NO. DISPLAYS
200+

### WHERE
Throughout Michigan

### NAME OF ASSISTANT
TBD

### ADDRESS OF ASSISTANT

### NAME OF OTHER ASSISTANT
TBD

### ADDRESS OF OTHER ASSISTANT

### EXACT LOCATION OF PROPOSED DISPLAY
Friendship Park, 3380 Clarkston Road, Lake Orion, MI 48362

### DATE OF PROPOSED DISPLAY
August 9, 2019

### TIME OF PROPOSED DISPLAY
Approx. 9:30 p.m.

### MANNER AND PLACE OF STORAGE
Stored at federally licensed facility until date of display.

### AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)
$10,000.00

### NAME OF BONDING CORPORATION OR INSURANCE COMPANY
Allied Specialty Insurance Company

### ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
10451 Gulf Boulevard, Treasure Island, FL 33706

### KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
- Approx. 90 3" shells
- Approx. 50 Various barrage cakes 3" and smaller

### SIGNATURE OF APPLICANT

### DATE

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BFS-417 (Rev 09/15)
Agenda Item Summary

To: Charter Township Of Orion Board of Trustees
From: Tammy Girling, Planning & Zoning Director
Meeting Date: August 5, 2019
Memo Date: July 30, 2019
Subject: Clinton River Watershed Council Agreement for Services and payment of fees

REQUEST
Approve the agreement with the Clinton River Watershed Council for support services and authorize the Township Supervisor to sign the agreement on behalf of the Township and authorize the payment to Clinton River Watershed Council of the fees outlined in the contract.

REASON
For the past several years, the Township has been under agreement with the Clinton River Watershed Council and that contact is expiring September 30, 2019. A new contract would need to be executed to continue our current relationship with this organization. The current invoice due is for 2019-2020 for the amount of $3,150.

PROCESS
Motion to approve agreement and authorize the Township Supervisor to sign the agreement on behalf of the Township and authorize the payment of the fees outlined in the contract.

BUDGET - Financial Item?  X  Yes  No  If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Consultants</td>
<td>101-248-801.000</td>
<td>Clinton River Watershed Council Stormwater Education</td>
<td>$3,000.00/year (5 year contract)</td>
<td>$3,150 for FY 2019, $3,220 for FY 2020, $3,290 for FY 2021, $3,360 for FY 2022 and $3,430 for FY 2023 (5 year contract)</td>
<td>$3,000 (for 2019) budget amounts will be amended for subsequent years during 2020 budget process.</td>
</tr>
</tbody>
</table>

RECOMMENDATION (Motion)
Motion to approve the agreement with the Clinton River Watershed Council for support services with the Township's NPDES permit requirements and to authorize the Township Supervisor to sign the agreement on behalf of the Township and authorize the payment of the fees outlined in the contract.
Tammy Girling, Zoning/Planning Administrator
Charter Township of Orion
2525 Joslyn
Lake Orion MI 48360

Dear Tammy Girling,

The Clinton River Watershed Council (CRWC) would like to take this opportunity to thank you for your community’s participation in the CRWC’s Stormwater Education Program. The program began in 2003 and has assisted more than forty municipalities, school districts, and educational institutions in educating the public about their role in preventing stormwater pollution in the Clinton River watershed and Lake St. Clair.

The program will continue to offer high quality educational services as:

- Stormwater Education presentations and workshops
- Stream Leaders k-12 educational program
- Adopt-A-Stream citizen science and stewardship program
- Clinton River Coldwater Conservation Project
- RiverSafe LakeSafe homeowner education program
- Watershed Friendly Fertilizer Sticker Program
- Keeping It Clean – Weekly Clean and Clinton Cleanup
- Placemaking and GI implementation through our WaterTowns™ initiative
- Fact sheets, articles, brochures, tip cards, dog waste bags, and more.

We appreciate this opportunity to assist our local government members in meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater regulations. The CRWC’s Stormwater Education Program provides community programming while keeping costs low for municipalities. A copy of the Public Education Plan (PEP) biennial report will be sent in November 2019.

Your current contract expires September 30, 2019. The new contract begins on October 1, 2019. We have attached the new five-year Stormwater Education Program contract for your review. Due to increased program and educational services provided, we have increased our fees by 5% for year one, and smaller increments in each successive year. Please review the attached Agreement for Services and respond to this letter with a physical copy of the signed agreement no later than September 1, 2019.

If you have any questions regarding our programs and services, please call (248) 601-0606 or email kathleen@crwc.org. We look forward to working together towards a cleaner environment for water quality.

Sincerely,

Anne Brasie
Executive Director

Kathleen Sexton
Program Manager

Cc: Tammy Girling
AGREEMENT FOR SERVICES
Stormwater Education for MS4 Stormwater Permit

THIS AGREEMENT entered into on this day, _______________, 2019 by the Charter Township of Orion, hereinafter referred to as the “Client,” and the Clinton River Watershed Council, hereinafter referred to as the “Contractor”.

WHEREAS, the Client desires to engage the Contractor to provide public education services relevant to stormwater and the Clinton River watershed. Services include, but are not limited to stormwater, watersheds, watershed management, water conservation and usage, stormwater pollution, and water quality. Said services will fulfill the client’s National Pollutant Discharge Elimination System (NPDES) Stormwater Permit requirements for its Public Education Plan (PEP).

NOW, THEREFORE, in consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereby do agree for themselves and their respective successors and assigns as follows:

SECTION 1.0 EDUCATION SERVICES

The Contractor agrees to provide Client with Stormwater Public Education Services. Said services will fulfill MS4 Permit requirements (See PEP Narrative and Appendices).

SECTION 2.0 PAYMENT FOR SERVICES

2.1 Clinton River Watershed Council Membership Dues – Clients are required to become and/or maintain a current membership of the Clinton River Watershed Council over the period of the contract and pay annual membership dues in addition to the annual contract fee. Dues will be billed separately.

2.2 Scope of Services – In conjunction with the Scope of Services set forth in the PEP Narrative and Appendix A, the Contractor shall be paid the following:

FY 2019 (Oct. 1, 2019 - Sept. 30, 2020) - A lump sum not to exceed $3150
FY 2020 (Oct. 1, 2020 - Sept. 30, 2021) - A lump sum not to exceed $3220
FY 2021 (Oct. 1, 2021 - Sept. 30, 2022) - A lump sum not to exceed $3290
FY 2022 (Oct. 1, 2022 - Sept. 30, 2023) - A lump sum not to exceed $3360
FY 2023 (Oct. 1, 2023 - Sept. 30, 2024) - A lump sum not to exceed $3430

For consecutive contract years, annual fees will increase a minimum of 2% per year. In all cases the fee will be rounded up to the nearest $10 increment.

In the event there are changes to permit requirements that impact the level of service outlined in this contract, the contractor reserves the right to adjust fees to reflect these changes.

2.3 Terms of Payment – Compensation shall be paid in advance of work performed over the term of the contract. Invoices shall be paid within thirty (30) days after receipt of invoice by the Client.

SECTION 3.0 REPRESENTATION

It is understood and agreed that the Contractor’s Executive Director will represent the Contractor in all matters pertaining to this agreement. The Contractor may employ additional personnel to assist in the execution of matters pertaining to this contract.
SECTION 4.0

OWNERSHIP OF MATERIALS

All materials prepared by the Contractor under this Agreement may be used by the Client for the purpose of providing public education services to the Client's residents. Said materials may be reproduced, distributed, and/or revised by the Client without permission from the Contractor. However, the Contractor appreciates acknowledgement for creation of original materials. The Contractor shall retain ownership of the original materials and reserves the right to reproduce, distribute, and/or revise the materials for other purposes deemed relevant by the Contractor.

SECTION 5.0

LIMITATION OF LIABILITY

The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from the negligent acts, errors or omissions of the Contractor in the performance of professional services under this Agreement, to the extent that the Contractor is responsible for such damages and losses on a comparative basis of fault and responsibility between the Contractor and the Client. The Contractor is not obligated to indemnify the Client for the Client's own negligence.

SECTION 6.0

TERMS OF AGREEMENT

The term of this Agreement shall begin October 1, 2019 and shall continue for a period of five (5) years ending September 30, 2024. Should the client choose to lengthen the agreement a written and signed notice must be sent to: Executive Director CRWC 1115 W. Avon Rd Rochester Hills MI 48309.

The Agreement may be terminated by either the Client or Contractor individually or jointly upon ninety (90) days written notice. Client notice to be sent to: Executive Director CRWC 1115 W. Avon Rd Rochester Hills MI 48309. Termination notice shall be sent via certified mail return receipt requested.

IN WITNESS WHEREOF, the Contractor and the Client execute this Agreement as of the date first set forth in this Agreement.

CLIENT

Name: 

Title:

CONTRACTOR

Name: Anne Brasie

Title: Executive Director

WITNESS

Name: 

Title:

WITNESS

Name: Kathleen Sexton

Title: Program Manager
ADDENDUM - SCOPE OF SERVICES
CLINTON RIVER WATERSHED COUNCIL
MS4 Permit SERVICES

Task 1. Community Consultation-The contractor will:

A. Prepare for and attend consultations with the Client's staff relevant to public education, materials and programs critical audiences, and available communication mechanisms. At least one staff member will serve as the Contractor's primary contact. Said individual(s) shall serve as a community liaison for public outreach and communication to promote the programming outlined below over the term of the agreement.

B. Serve as a resource for general and specific concerns regarding public education services referenced within the terms of this contract.

C. Continue to support Clients that are covered under the MS4 Stormwater permit by providing consultation when necessary and an annual PEP Report to the Client and a biennial report to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Task 2. Community Education-The contractor will:

A. Provide a combination of workshop and presentations for a minimum of (12) (2 per subwatershed) throughout the watershed as requested.
   a. Stormwater Presentations targeted at audiences within the Client's subwatershed. Topics shall include, but are not limited to, watershed stewardship, storm drainage systems and waterways, reporting of illicit discharges, animal waste disposal, common home and yard pollutants, waste disposal, lawn care and pesticide use, septic system maintenance, benefits of green infrastructure and low impact development, riparian land management, and watershed studies. Presentations for a wide variety of audiences will be used as an introduction to current issues related to stormwater pollution.
   b. Stormwater Workshops are more specific in nature and will cover issues relevant to stormwater in depth. Workshops are designed to help residents and communities implement strategies that control stormwater pollution. Workshops will provide hands on opportunities to explore best management techniques such as how to design a rain garden or protect and enhance a riparian buffer. Target audience includes local citizens, municipal employees, elected and appointed officials and municipal contractors.

B. Facilitate Riversafe Lakesafe Program - This program is a public education campaign to raise awareness and recognize those who incorporate practices which help to keep our freshwater resources clean and healthy. The program educates on how they can adapt their regular household tasks indoors and outdoors in a way that protects water quality in the Clinton River watershed.

C. Facilitate Watershed Friendly Fertilizer Sticker Program- This point of sale retail program will work with local retailers to label fertilizer to encourage citizens to choose watershed friendly products.

D. Engage k-12 students through various in-classroom presentations, and watershed programs including: Michigan Green Schools, Stream Leaders, and the Clinton River and Lake St. Clair Water Festivals. Topics to include: watershed stewardship, storm drainage systems and waterways, human impact, healthy ecosystem biological, physical and chemical traits, and water conservation

E. Engage and collaborate with client and local government to promote and facilitate CRWC's WaterTowns™ place making initiative focused on connecting communities to their waterways through education, green stormwater infrastructure, history, art, and ecology.
Task 3. Community Stewardship-The contractor will

A. Coordinate the Adopt-A-Stream Program
   a. Facilitate (6) stream side training sessions each year (one per subwatershed) as well as (2) classroom-based bug identification courses. This introductory workshop will begin indoors and continue streamside to educate residents about procedures for physical stream inventory and macroinvertebrate sampling, with an emphasis on understanding and assessing the impacts of stormwater runoff on river ecosystems. In addition (2) classroom-based bug identification courses will be offered.
   b. Assist training session participants in forming volunteer teams, identifying water quality monitoring sites within the subwatershed, coordinating monitoring days, and collecting results.
   c. Purchase and maintain stream monitoring equipment for volunteer use.

B. Coordinate and facilitate the Keeping it Clean Program – This program engages volunteers in various cleanup events.
   a. Facilitate Weekly Clean 36 weeks a year
   b. Facilitate Clinton Cleanup every September

Task 4. Quarterly Stormwater Management Forums-The contractor will:

A. Plan, promote, and host quarterly stormwater management forums.
B. Recruit experts in stormwater management to present.
C. Invite the client and other watershed stakeholders to share information and discuss relevant topics, techniques, and technology in stormwater management.

Task 5. Informational Resources-The contractor will:

A. Maintain Web site pages related to stormwater education and watershed management, while providing basic information about stormwater pollution, subwatersheds, and events of interest. A link to the Client’s own Web site will be granted upon request.
B. Assist the Client in promoting other Contractor programs, such as Stream Leaders, River Day, Clinton Cleanup, and the Client’s stewardship programs in general. Emphasis at such events is centered on public education and watershed awareness.
C. Provide the Client with content for a minimum of four (4) newsletter articles per year on seasonal topics, through monthly Stormwater Monday newsletter. Assist the Client in locating and modifying additional print education materials as needed.
D. Distribute educational materials that will help residents understand stormwater pollution and how to implement practices that protect water quality.
E. Distribute pet waste bags to client for use in dog parks and community events upon request.
F. Make available for local cable channels the opportunity to film and then broadcast CRWC workshops and presentations within the local communities.

Task 6. Watershed Planning-The contractor will provide:

A. Assistance in conceptualizing potential storm water management projects.
B. Landscape conceptual design and consultation for green Infrastructure and storm water management projects.
C. Site development and/or construction oversight assistance for public landscape, green infrastructure implementation and paddling access for water trails.
D. Site plan review and comment.

Task 7. Evaluation and Reporting-The contractor will:
A. Track and compile all information regarding PEP activities within the watershed facilitated by CRWC, and Macomb and Oakland Counties on a biannual basis.

B. Evaluate CRWC PEP activities and citizen awareness and implementation of Best Management Practices using surveys.

C. Submit on behalf of the Client a biennial PEP report to the Michigan Department of Environment, Great Lakes, and Energy and provide the Client with a copy of the report.

D. Attend any audit meetings required by the Michigan Department of Environment, Great Lakes, and Energy and provide documentation to support Clients compliance with the permit requirements.
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019 -2020 STORM WATER EDUCATION</td>
<td>3,150.00</td>
<td>3,150.00</td>
</tr>
</tbody>
</table>

**Total** $3,150.00
Agenda Item Summary

To: Township Board Members
From: Chris Barnett, Township Supervisor
Meeting Date: August 5, 2019
Memo Date: August 1, 2019
Subject: Approve – Consultant Contracts

REQUEST
The request is for the Board of Trustees to approve the consultant contract with Orchard, Hiltz, & McCliment, Inc. (OHM), Strategic Communications Solutions (SCS), and The Kelly Firm.

REASON
On May 21, 2019, the Township issued a previously authorized Request for Proposal (RFP) for Civil Engineering Services, Economic Development Consultant Services, and General Legal and Prosecution Services. Responses were due June 21, 2019.

At the July 15, 2019 Board of Trustees Meeting, the Board awarded the above-mentioned bids as follows:
• Civil Engineering Services to OHM Advisors
• Economic Development Consulting Services to SCS
• General Legal and Prosecution Services to The Kelly Firm

The term of the agreement for each of the firms is for three years with a clause to renew for two additional years, consistent with the RFP responses and the Board’s July 15, 2019 motions.

BUDGET - Financial Item? X Yes No If yes, fill out information below:
The financial terms/fee schedule for each of the firms is outlined in their respective agreement.

RECOMMENDATIONS (Motions)
Approve consultant contracts and authorize the Township Supervisor to sign and execute the agreements with Orchard, Hiltz, & McCliment, Inc. (OHM), Strategic Communications Solutions (SCS), and The Kelly Firm, and the Accounting Controller to make the necessary budget adjustments.
CONTINUING SERVICES AGREEMENT

Between the
CHARTER TOWNSHIP OF ORION, MICHIGAN
and
ORCHARD, HILTZ & McClIMENT, INC.

FOR
PROFESSIONAL SERVICES

THIS AGREEMENT is between the CHARTER TOWNSHIP OF ORION, hereinafter called "OWNER" and ORCHARD, HILTZ & McClIMENT, INC., hereinafter called "CONSULTANT". In consideration of the mutual terms and conditions set forth herein, the parties agree:

1. CONSULTANT shall operate as an independent contractor and not as agent of OWNER.

2. CONSULTANT shall provide professional services in accordance with the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by reference and made a part of this Agreement as though herein set forth in full.

3. CONSULTANT shall commence work immediately.

4. OWNER shall pay CONSULTANT according to the fee structure set forth in Exhibit "B1" and Exhibit "B2", attached hereto and incorporated herein. CONSULTANT shall invoice on a monthly basis for the value of the work completed to date and OWNER shall pay in full within 30 days, or in full plus one (1) percent for each month past 30 days.

5. OWNER, without invalidating this Agreement, may order changes in the services within the general scope of this Agreement consisting of additions, deletions or other revisions. All such changes in the services shall be authorized in writing executed by CONSULTANT and OWNER. The cost to OWNER resulting from changes in the services shall be determined in accordance with the fees set forth in Paragraph 4 above. If the changes proposed are not applicable to the fee structure set forth in Paragraph 4, the cost to OWNER shall be determined by mutual agreement.

6. CONSULTANT represents that he is skilled in the professional expertise necessary to provide the services under this Agreement.

7. CONSULTANT shall have responsibility for compliance with federal, state, and local requirements pertinent to his employees, methods, and procedures utilized in his performance of this Agreement. Any activity of the Owner in connection with the observation of services being performed by CONSULTANT is not intended to include review of the CONSULTANT'S safety measures or other matters bearing upon the performance of the services by the CONSULTANT.

8. CONSULTANT shall not permit any liens to attach to the work or property involved by reason of the performance of his services.

9. CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its elected and appointed officials and its employees (collectively OWNER) against damages, liabilities and costs arising from the negligent acts of the CONSULTANT in the performance of professional services under this Agreement, to the extent that the CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the CONSULTANT and the

December 1, 2006

Orchard, Hiltz & McCliment,Inc.
OWNER. The CONSULTANT shall not be obligated to indemnify the OWNER for the OWNER's own negligence.

10. CONSULTANT shall maintain in effect at all times during performance of the services described in this Agreement at least the coverages and limits of insurance with insurers satisfactory to the OWNER set forth in this Paragraph 10. Certificates of all such insurance and evidence of policy endorsement for additional insured requirements, executed by the insurer in form satisfactory to the OWNER shall be furnished to the OWNER immediately upon execution of this Agreement and prior to CONSULTANT commencing work. Certificates of insurance shall, without any qualification thereto, contain the following statement relative to cancellation:

"Should any of the described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the named certificate holder”.

a. Worker's Compensation and Employer's Liability for statutory limits required by law.

b. Liability Insurance required as set forth below:

(1) Bodily injury coverage in limits not less than $1,000,000 for one person and $1,000,000 for one occurrence. Property damage coverage in a limit not less than $2,000,000.

or

(2) Bodily injury and property damage coverage in a combined single limit of not less than $2,000,000.

The following liability policies, except the professional liability policy, shall be endorsed to provide that the OWNER as additional insured thereunder, but only in respect to the services to be performed by CONSULTANT for the OWNER, and such policies shall include each of the following types of insurance indicated;

<table>
<thead>
<tr>
<th>General Liability</th>
<th>Required</th>
<th>Not Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Comprehensive Form</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2) Explosion Hazard</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3) Collapse Hazard</td>
<td>X</td>
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<tr>
<td>4) Underground Hazard</td>
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</tr>
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<td>5) Completed Operations Hazard</td>
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<td>6) Contractual Insurance</td>
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<td></td>
</tr>
<tr>
<td>7) Broad Form Property Damage</td>
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<table>
<thead>
<tr>
<th>Automobile Liability</th>
<th>Required</th>
<th>Not Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Comprehensive Form</td>
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<td></td>
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<tr>
<td>2) Owned</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3) Hired</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>4) Non-Owned</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

c. Professional Liability insurance in a limit not less than $1,000,000. CONSULTANT will also make an effort to cause professional associates and consultants retained by CONSULTANT for the project services to procure and maintain comparable professional liability insurance coverage.

11. This Agreement may be terminated by CONSULTANT upon thirty days' written notice to the OWNER in the event of substantial failure by the OWNER to perform in accordance with the terms of this Agreement through no fault of CONSULTANT. It may also be terminated by the OWNER with or without cause upon thirty days written notice to CONSULTANT. Unless CONSULTANT is in breach of this Agreement, CONSULTANT shall be paid for services rendered to the date of termination in accordance with Paragraph 4 above.

12. OWNER and CONSULTANT each binds himself and his partners, successors, executors, administrators and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and

December 1, 2006

Orchard, Hiltz & McCliment, Inc.
assigns of such other party, in respect to all covenants of this Agreement. Except as set forth in Exhibit "A" (Scope of Services), neither the OWNER nor CONSULTANT shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

13. CONSULTANT has reviewed the services to be provided and has made his own investigation concerning such services. CONSULTANT has determined that he has sufficient information to enter into this Agreement and perform the services called for herein. CONSULTANT agrees and acknowledges that the OWNER has made no representations or warranties concerning the services to be provided and that CONSULTANT has relied solely upon his own review and investigation in entering into this Agreement.

14. All tracings, survey notes and other original documents as instruments of service are and shall remain the property of the OWNER.

15. In the event any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to a reasonable sum for attorney fees (including those incurred prior to the action being filed) and court costs.

16. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by the Owner and CONSULTANT.

17. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, purchase orders, or oral agreement are intended to be integrated herein and to be superseded by this written Agreement.

18. In connection with the performance of work and in accordance with applicable federal and state constitutional, statutory, and regulatory provisions under this Agreement, the consultant agrees not to discriminate against any person, employee or applicant for employment with respect to his or her hire, terms, conditions, or privileges of employment on the basis of race, religion, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual’s ability to perform the duties of a particular job or position.

19. While neither party to this Agreement anticipates a particular conflict of interest situation, it is understood that the CONSULTANT serves as engineer on behalf of communities in the immediate area of the OWNER. In every event that a conflict might arise, and if there were a need for engineering advice and representation of either or both communities to such a conflict, CONSULTANT would not provide advice or representation to any of the communities involved in the dispute. In such and event, both communities would retain neutral engineering services as needed.

20. Dispute Resolution shall follow the procedures set forth below:

In an effort to resolve any disputes that arise between the OWNER and CONSULTANT, these parties may first agree to meet and determine if there is mutual agreement. If there is initially no mutual agreement, the OWNER and CONSULTANT agree that all disputes arising out of or relating to this Agreement shall be submitted to non-binding mediation.
21. This Agreement is to be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, CHARTER TOWNSHIP OF ORION, and ORCHARD, HILTZ & McCLIMENT, INC., have executed this Agreement this ________ day of, ___________________________ 2019.

WITNESS: 

CHARTER TOWNSHIP OF ORION

____________________________________

By: _________________________________

Chris Barnett, Supervisor

WITNESS: 

ORCHARD, HILTZ & McCLIMENT, INC.
A Michigan Corporation

____________________________________

By: _________________________________

James C. Stevens, P.E.
Principal
EXHIBIT A

SCOPE OF SERVICES

1. The CONSULTANT agrees to serve as the TOWNSHIP ENGINEER for the Charter Township of Orion and shall be responsible for engineering work required in the administration of the functions of the Township government as set forth in this agreement. The CONSULTANT shall as requested by the TOWNSHIP:

   a. Attend Board of Trustees and Planning Commission Meetings and/or conferences and attend such other meetings as may be requested by the Township Supervisor;

   b. Prepare all necessary plats, surveys, diagrams, and estimates of probable cost required by the Board or administrative services of the Township relating to the buildings, grounds, roads, parks, and public improvements.

   c. Prepare studies, reports, preliminary plans, construction plans and specifications, cost estimates, surveys and other engineering work; as authorized by the Board of Trustees, Supervisor, or Department Heads.

   d. Advise and assist various Township department officials in matters dealing with ordinances or policies;

   e. Provide construction engineering, inspection, layout, and contract administration.

All work performed by the CONSULTANT shall be at the request and direction of the Township Supervisor and/or the designated Department Directors. All services such as surveys, studies, reports, plans and specifications shall be transmitted to the requesting Director with a copy of such transmittal to the Township Supervisor.

2. A written project authorization form will be supplied to the CONSULTANT by the Township Supervisor or Director for each project involving the Consultant.

Each project shall be separately invoiced and submitted to the Township Clerk and/or the appropriate Department Director for review and approval. Upon approval of the Supervisor and/or Director, such invoice shall be forwarded for payment after Township Board approval.
EXHIBIT B1

PAYMENT OF FEES TO CONSULTANT

1. The OWNER shall pay CONSULTANT, for all major construction projects with a construction amount of $250,000 or greater, the following percentage fees for each specific phase of engineering service to be provided:

<table>
<thead>
<tr>
<th>Engineering Service Provided</th>
<th>Fee (percentage of construction amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design</td>
<td>10%</td>
</tr>
<tr>
<td>Contract Administration</td>
<td>4.5%</td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>3%</td>
</tr>
<tr>
<td>Layout (staking)</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

Inspection services will be paid hourly in accordance with the attached hourly rate schedule, Exhibit B2.

2. Engineering fees for design, contract administration, construction engineering, layout and inspection, for construction projects with a construction amount of less than $250,000, will be paid based upon a negotiated fee or the hourly rate schedule attached hereto as Exhibit B2.

3. Engineering services for development plan reviews are based upon a mutual agreeable rate schedule incorporated into the Township’s schedule of fees and escrow charges contained within Ordinance No. 41. Inspection of private development projects are paid based upon the hourly rate schedule attached hereto as Exhibit B2.

4. Other professional services provided will be paid based upon an agreed upon negotiated fee or hourly in accordance with the hourly rate schedule attached hereto as Exhibit B2.

5. Sub-consultant charges (for soil borings, video, construction testing services, etc.) will be invoiced on a lump sum basis for cost incurred including CONSULTANT fee of fifteen (15) percent for administration, handling, and processing.
### 2016 Hourly Rates Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Engineer IV/Architect IV</td>
<td>$160.00</td>
</tr>
<tr>
<td>Professional Engineer III/Architect III</td>
<td>$140.00</td>
</tr>
<tr>
<td>Professional Engineer II/Architect II</td>
<td>$129.00</td>
</tr>
<tr>
<td>Professional Engineer I/Architect I</td>
<td>$116.00</td>
</tr>
<tr>
<td>Graduate Engineer III</td>
<td>$119.00</td>
</tr>
<tr>
<td>Graduate Engineer II</td>
<td>$112.00</td>
</tr>
<tr>
<td>Graduate Engineer I</td>
<td>$103.00</td>
</tr>
<tr>
<td>Graduate Architect III/Landscape Architect III</td>
<td>$112.00</td>
</tr>
<tr>
<td>Graduate Architect II/Landscape Architect II</td>
<td>$91.00</td>
</tr>
<tr>
<td>Graduate Architect I/Landscape Architect I</td>
<td>$81.00</td>
</tr>
<tr>
<td>Technician IV</td>
<td>$113.00</td>
</tr>
<tr>
<td>Technician III</td>
<td>$103.00</td>
</tr>
<tr>
<td>Technician II</td>
<td>$89.00</td>
</tr>
<tr>
<td>Technician I</td>
<td>$68.00</td>
</tr>
<tr>
<td>Engineering/Architectural Aide</td>
<td>$53.00</td>
</tr>
<tr>
<td>Professional Surveyor III</td>
<td>$145.00</td>
</tr>
<tr>
<td>Professional Surveyor II</td>
<td>$128.00</td>
</tr>
<tr>
<td>Professional Surveyor I</td>
<td>$115.00</td>
</tr>
<tr>
<td>Graduate Surveyor</td>
<td>$104.00</td>
</tr>
<tr>
<td>Surveyor III</td>
<td>$100.00</td>
</tr>
<tr>
<td>Surveyor II</td>
<td>$93.00</td>
</tr>
<tr>
<td>Surveyor I</td>
<td>$72.00</td>
</tr>
<tr>
<td>Surveyor Aide</td>
<td>$53.00</td>
</tr>
<tr>
<td>Planner IV</td>
<td>$140.00</td>
</tr>
<tr>
<td>Planner III</td>
<td>$124.00</td>
</tr>
<tr>
<td>Planner II</td>
<td>$105.00</td>
</tr>
<tr>
<td>Planner I</td>
<td>$72.00</td>
</tr>
<tr>
<td>Planner Aide</td>
<td>$53.00</td>
</tr>
<tr>
<td>Graphic Designer</td>
<td>$102.00</td>
</tr>
<tr>
<td>Data Base Developer</td>
<td>$180.00</td>
</tr>
<tr>
<td>IT Technician III</td>
<td>$166.00</td>
</tr>
<tr>
<td>IT Technician II</td>
<td>$145.00</td>
</tr>
<tr>
<td>IT Technician I</td>
<td>$88.00</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$57.00</td>
</tr>
<tr>
<td>Clerical Aide</td>
<td>$47.00</td>
</tr>
<tr>
<td>Principal</td>
<td>$185.00</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$175.00</td>
</tr>
<tr>
<td>Associate</td>
<td>$165.00</td>
</tr>
<tr>
<td>3-Man Survey Crew w/Equipment (Per Hr)</td>
<td>$240.00</td>
</tr>
<tr>
<td>2-Man Survey Crew w/Equipment (Per Hr)</td>
<td>$210.00</td>
</tr>
<tr>
<td>1-Man Survey w/Robotic Equipment (Per Hr)</td>
<td>$170.00</td>
</tr>
</tbody>
</table>
CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") made this _______ day of ______________, 2019 between Strategic Communication Solutions, Inc. and its successor corporations, a Michigan corporation (hereinafter referred to as "SCS") and Orion Township, a Michigan corporation (hereinafter referred to as "OT").

NOW, THEREFORE, in consideration of promises and mutual covenants herein contained, the parties hereto agree to the following:

ARTICLE 1 - DEFINITIONS

As used herein, the following terms shall have the following meanings:

1.1 "Scope of Work" consists of professional consulting services and advice to OT on matters concerning economic development, business retention and development and as otherwise defined in the scope of work section in response to Orion Township’s Request for Economic Development Proposal dated May 21, 2019.

1.2 "Contract Period" is three (3) years with the Townships option to renew for two (2) subsequent years, effective August 1, 2019 through July 31, 2022 and shall continue to renew on an annual basis unless terminated with sixty (60) days written notice. It is the intent of the parties that SCS and OT will have an ongoing relationship.

1.3 The parties acknowledge that SCS is currently retained by OT under a Consulting Agreement dated September 9, 2015 ("Existing Agreement"), covering both Economic Development and Public Affairs/Governmental Relations Services for a monthly fee of $6,000.00. By entering into this Consulting Agreement, SCS understands and acknowledges that effective August 1, 2019, SCS will be retained under this Agreement for Economic Development as defined under the Scope of Work (Section 1.1). The total payment to SCS under this Agreement for services under section 1.1 ("Scope of Work") will be $4,000.00 per month. At the discretion of the Township, SCS may continue to provide Public Affairs/Government Relations services for an additional $2,000.00 per month, until the "Existing Agreement" is terminated by OT or a new Consulting Agreement covering Public Affairs/Governmental Relations is approved by OT. SCS waives any right, claim or damage it may have or may incur for the failure of the Township to provide the 90-day notice of termination under the "Existing Agreement" (Section 5.1) By acceptance of this Consulting Agreement effective August 1, 2019, SCS acknowledges having received sufficient notice of termination thereby rendering the 90 day notice provision of the "Existing Contract" null and void. Upon the Effective Date of this Agreement, OT will only by obligated under the terms of this Consulting Agreement and any obligation or right of either party under the "Existing Agreement" will terminate. At the discretion of the Township Supervisor, OT may continue Public Affairs/Governmental Relations services through
SCS on a month to month basis for an amount not to exceed $2,000.00 per month, unless and until notice of termination is provided by the Township Supervision.

**ARTICLE 2 - CONSULTING WORK**

2.1 SCS shall use its best efforts to perform the Scope of Work substantially in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 - BILLING RATE AND EXPENSES**

3.1 It is agreed that SCS shall be paid a monthly consulting fee as follows:

3.2 SCS shall be paid a monthly consulting fee of four Thousand Dollars and No/100 ($4,000.00) for services described in Section 1.1, of this Agreement.

**ARTICLE 4 - INVOICING**

4.1 SCS shall present an invoice for its monthly consulting fee not later than fifteen (15) days from the end of each calendar month. OT shall pay said invoices within fifteen (15) days of receipt of said invoice. SCS shall work with OT staff to provide information on the status, progress and needs relating to government projects.

**ARTICLE 5 - TERMINATION**

5.1 This Agreement may be terminated by either party upon sixty (60) days advanced written notice given to the other party.

5.2 No termination of this Agreement, however effectuated, shall release the parties from their rights and obligations accrued prior to the effective date of the termination. No termination of the Agreement, however effectuated, shall release the parties hereto from their rights and obligations.

**ARTICLE 6 - INDEPENDENT CONTRACTOR**

6.1 SCS is, in all matters relating to this Agreement, an independent contractor and not an employee of OT, under the meaning or application of any Federal or State Unemployment Insurance Laws, Old Age Benefit Law or other Social Security Laws or any Worker's Compensation or Industrial Law or otherwise; and that SCS shall not be subject to the provisions of OT’s policies and procedures or entitled to benefits thereunder.
6.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

ARTICLE 7 - TAXES

7.1 SCS shall pay all taxes levied upon or in connection with, its activities or the operation of its affairs, whether sales, property, income taxes or otherwise.

ARTICLE 8 - GOVERNING LAW

8.1 This Agreement shall be governed and construed in accordance with the laws of the State of Michigan, without reference to that state's choice of law provisions.

ARTICLE 9 - ASSIGNMENT

9.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

ARTICLE 10 - AGREEMENT MODIFICATION

10.1 This Agreement constitutes the entire agreement between the parties hereto and all previous communications between the parties, whether oral or written, with reference to the subject matter of this Agreement are hereby cancelled and superseded, except as provided below.

10.2 Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

10.3 However, this agreement shall not in any way affect the current obligations provided for in current agreements between the parties as of the effective date of the new agreement.

ARTICLE 11 - NOTICES

11.1 Notices hereunder shall be deemed made if given by registered or certified mail, postage prepaid, and addressed to the party to receive such notice at the address given below, or such other addresses as may hereafter be designated by notice.
in writing:

If to Strategic Communication Solutions, Inc. (SCS):
Strategic Communication Solutions, Inc.
Attn: President
43422 West Oaks Drive, Suite 33
Novi, MI 48377

If to Orion Township (OT):
Orion Township
Attn: Supervisor
2525 Joslyn Road
Lake Orion, MI 48362

ACCEPTED BY:

CHARTER TOWNSHIP OF ORION SOLUTIONS, INC. STRATEGIC COMMUNICATION

By Chris Barnett By:
Its: Supervisor Its: ______________________
Date: ______________________ Date: ______________________

By Penny S. Shults
Its: Clerk
Date: ______________________

By: ______________________
ATTORNEY-CLIENT FEE AGREEMENT

THE CHARTER TOWNSHIP OF ORION, MICHIGAN

THIS AGREEMENT is entered into this ____ day of __________ 2019 between the Charter Township of Orion (hereinafter "Orion Township" or "the Township") and The Kelly Firm, PLC, (hereinafter the "Law Firm"), Located at 2825 University Drive, Auburn Hills, Michigan 48326. The client requires legal services and retains Daniel J. Kelly and The Kelly Firm, PLC to provide same under the terms, conditions, and rates of this Agreement which shall take effect August 1, 2019.

W I T N E S S E T H:

WHEREAS, Orion Township is a Chartered Township charged with the privilege and responsibility of carrying out the functions of a municipality within the geographic limits of Orion Township, Oakland County, Michigan;

WHEREAS, these functions include the exercise of the entire panoply of powers vested in a Charter Township within the State of Michigan;

WHEREAS, it has been the experience of Orion Township that said functions are best performed upon the advice and with the assistance of competent legal counsel; and

WHEREAS, the Law Firm is able and experienced in matters of municipal law and capable of providing the quality of complete legal services which Orion Township will require:
NOW, THEREFORE, in consideration of the mutual covenants and conditions hereafter enumerated and agreed by the parties as follows:

1. The Charter Township of Orion does hereby retain The Kelly Firm, PLC, as General Counsel and Township Attorney for the performance of all legal services necessary to the township and as otherwise set forth herein.

2. The Township does hereby appoint Daniel J. Kelly to serve as Township Attorney and lead counsel on behalf of the Township. Said counsel may appoint such other members and associates of the Law Firm as shall be deemed appropriate. Special counsel outside of the Law Firm shall be subject to the approval of the Township Supervisor.

3. The Law Firm shall perform all legal services necessary for the duties and functions required by the provisions of the Charter Township of Orion. Such duties shall include, but are not limited to, the following:

   3.1 Attendance at the offices of Orion Township at such times and in such quarters as may be designated by Board of Trustee Officers, designated Township employees and/or Board of Trustees;

   3.2 Representation of the Township in all litigation or appeals to which it is a party in all Courts, including matters pertaining to prosecution of criminal, code violations and civil infractions in the 52-3 Judicial District Court;

   3.3 Representation of the Township in all matters assigned to the Law Firm by the Supervisor, Clerk, Treasurer, Board of Trustees, authorized Township
Boards, Commissions, Subcommittees, Directors, designated employees, or as otherwise designated as appropriate and proper;

3.4 Attendance at all Township Board meetings, Executive Sessions or as requested for any other public meeting of any Commission, Board or Subcommittee.

3.5 All consultation with elected officials, Boards, Commissions, Subcommittees, department heads, and designated employees as requested and as necessary to perform the functions of the Township Charter;

3.6 Preparation and presentation of all legal opinions required and/or provided for in the Township’s ordinances or as otherwise needed;

3.7 Representation of the Township in all matters arising before administrative tribunals as a result of the ordinary and usual governmental functions of the Township;

3.8 Consultation and drafting of all Township ordinances, policies or rules;

3.9 Consultation, negotiating, and drafting of all Township Agreements and Contracts;

3.10 Preparation of all deeds and conveyances of real estate to which the Township is a party, including examination of title thereto;

3.11 Representation of the Township in matters involving municipal financing of municipal improvements and municipal debt as requested by the
Supervisor or Township Board in concurrence with special bond legal counsel as may be retained by the Township;

3.12 Representation of the Township in all matters of Eminent Domain or other property and asset interests as requested by the Supervisor and Township Board;

3.13 Representation of the Township in all matters related to environmental, water/sewer, land use, zoning, and planning matters;

3.14 Representation of the Township and providing legal services as the Supervisor, Clerk, Treasurer, and/or the Township Board may request.

3.15 Representation of the Township in all matters relating to labor, employment, union negotiations, and any other employment related matter, claim, or suit.

3.16 Representation of the Township in all matters relating to the prosecution and enforcement of all ordinances including criminal, civil, civil infractions, code violations, and as otherwise referred to as services related to prosecutions and code enforcement.

4. The Township understands that it will be charged for legal services performed by the attorneys of the Law Firm at the following rates:
4.1 Time devoted to the performance of legal services by an associate attorney will be charged at the rate of $135.00 per chargeable hour of work for services provided herein.

4.2 Time devoted to the performance of legal services by a senior associate attorney will be charged at a rate $150.00 per chargeable hour of work for services provided herein.

4.3 Time devoted to the performance of legal services performed by a Principle, Partner or, as approved by the Township Supervisor, an experienced senior attorney, will be charged at the rate of $165.00 per chargeable hour of work for services provided herein.

4.4 Per the prosecution proposal submitted by the Law Firm, The Kelly Firm will provide Township prosecution services for a fixed rate of $5,000 per month.

4.5 Paralegal or other non-attorney services will be charged at the rate of $80.00 per hour. The Law Firm waives mileage and miscellaneous expenses for non-litigation services.

4.6 The Law Firm will bill the Township once per month for all hours worked in that period. The Township will receive a statement for services rendered each month, and the Township shall reimburse the Law Firm upon request for all expenses incurred by the Law Firm on behalf of the Township.
4.7 The Law Firm shall use, at its own expense, its own facilities, supplies, and personnel for all services required hereunder;

5. The Law Firm will use its best judgment in the best interest of the Township.

5.1 The Law Firm shall devote its best professional efforts to the business of the Township. The Law Firm shall accept no representation contrary to the interest of the Township;

5.2 The Law Firm shall take such action as is deemed appropriate under the circumstances and will keep the Township informed of the progress of such actions as are taken on the Township's behalf. Any expression by the Law Firm concerning the outcome of any matter represents the Law Firm's opinion but is not a warranty or guarantee as to that outcome;

5.3 The Law Firm, in the performance of the duties required of it hereunder, shall not discriminate against any employee or application 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 or ancestry, nor because of age or sex, except where based on a bona fide occupational qualification.

6. The Township understands that Michigan Rule of Professional Code 1.16 allows The Kelly Firm, PLC to withdraw from representation of the Township if any of the following occur:
6.1 The client insists upon pursuing a course of action the attorney considers repugnant or imprudent;

6.2 The client fails to pay the fees, expenses, and/or costs required under this Contract after reasonable warning that non-payment will result in withdrawal;

6.3 Continued representation will result in an unreasonable financial burden on the Law Firm.

7. The Township and Law Firm agree that the Agreement term is for a period of three (3) years from the effective date of this Agreement (August 1, 2019 to July 31, 2022). The parties agree that modification of this Agreement can occur at any time upon both parties agreeing thereto. This Agreement shall automatically renew for continuous one-year terms, unless either party provides thirty (30) days written notice of their intent to terminate. The Township agrees to provide the Law Firm thirty (30) days notice of their intent to terminate the Law Firm, in which case the Law Firm agrees to cooperate with the Township in the professional and orderly transfer of work to the new legal services provider.

IN WITNESS WHEREOF, the Charter Township of Orion and The Kelly Firm, PLC through their designated and authorized representative, have set their hands and seals this _____ day of __________ 2019, with the intent and understanding that all terms and rates stated herein shall take effect August 1, 2019.
ACCEPTED BY:

CHARTER TOWNSHIP OF ORION

By Chris Barnett

Its: Supervisor

Date: 

THE KELLY FIRM, PLC

By: Daniel J. Kelly

Its: 

Date: 

CHARTER TOWNSHIP OF ORION

By: Penny S. Shults

Its: Clerk

Date: 

Page 8 of 8
ADDED ITEM - Agenda Item Summary

To: Township Board Members

From: Chris Barnett, Supervisor

Meeting Date: August 5, 2019
Memo Date: August 5, 2019

Subject: Accept Employee Resignation

REQUEST
Allison Tierney, Human Resources Generalist, has submitted her letter of resignation. Her last day of work is August 16, 2019.

PROCESS

BUDGET - Financial Item?

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)
Accept the resignation with regret and authorize posting/advertising the vacant position.
August 5, 2019

Charter Township of Orion
2525 Joslyn Road
Lake Orion, MI 48360

Mr. Chris Barnett and Orion Township Board of Trustees,

After careful consideration and intense deliberation, please accept this letter as my two (2) weeks’ notice of resignation as of today, August 5, 2019 from The Charter Township of Orion as Human Resources Generalist. My last day at Orion Township will be August 16, 2019.

I thank you for opportunity for the growth in my professional development. My time with Orion Township has given me vast experience that I am truly grateful for.

I will assist in any possible way to make my leaving as smooth as possible. I will ensure that my job duties are transitioned effectively and complete projects that are nearing completion. I wish Orion Township nothing but continued success.

With Best Regards,

[Signature]

Allison Tierney
Agenda Item Summary

To: Township Board Members
From: Chris Barnett, Supervisor
Meeting Date: August 5, 2019
Memo Date: July 30, 2019
Subject: Mill Lake Gardens Private Road Maintenance SAD #4 - Action After Hearing

EXPLANATION

The public hearing on the proposed assessment roll will be held Monday, August 5, 2019. After the hearing is held, the action before the Board is to decide whether or not to confirm the roll as presented, confirm it with modifications (i.e., you can delete parcels, but not add), or reject it.

If you have any questions, please contact my Administrative Assistant, Julie Savard.

RECOMMENDATION (Motion)

Adopt the attached resolution confirming the assessment roll for the Mill Lake Gardens Private Road Maintenance SAD #4.

attachment
Charter Township of Orion

Mill Lake Gardens
Private Road Maintenance #4 SAD
Resolution #4 to Confirm Roll

At a regular meeting of the Board of Trustees of the Charter Township of Orion, Oakland County, Michigan, held at the Orion Township Hall, 2525 Joslyn Rd., Lake Orion, Michigan, on Monday, August 5, 2019, the following resolution was offered by _____ and seconded by ________.

Recitals,

A. This is the time and date fixed for hearing and considering any objections to the assessments of Mill Lake Gardens (Mahopac, Hill & Hazel), the Special Assessment District established thereto, and the special assessment roll.

B. Petitions have been received by the Township signed by record owners of the land whose total percentage constitutes more than 50% of the total road frontage of the proposed Special Assessment District described in this Resolution for the purpose of establishing such District for the improvement described in this Resolution.

C. Plans and specifications for the proposed improvement, including an estimate of cost, and a special assessment roll prepared by the Township Supervisor are on file in the Township Clerk’s office.

D. A public hearing has been held as required by law.

Therefore, Be It Resolved,

1. The petitions described in Recital “B” are hereby determined to be sufficient to proceed with the improvement.

2. This Board hereby approves the plans and cost estimate for the improvement as prepared by the Township and confirms the special assessment roll as prepared by the Township Supervisor.

3. This Board does hereby determine to proceed with the improvements set forth as described in the plans.

4. This Board does hereby designate a Special Assessment District to be assessed for said improvement, for a period of five (5) years, consisting of the following properties:

   09-20-104-012  09-20-103-010  09-20-105-025  09-20-106-031  09-20-105-009  09-20-151-055  09-19-227-014
   09-20-104-016  09-20-103-001  09-20-105-019  09-20-106-030  09-20-151-002  09-20-151-056
   09-20-104-015  09-20-105-001  09-20-106-032  09-20-106-034  09-20-151-003  09-20-151-040
   09-20-103-009  09-20-105-021  09-20-106-033  09-20-105-018  09-20-151-041  09-20-151-021
   09-20-103-008  09-20-105-022  09-20-106-026  09-20-105-026  09-20-151-048  09-20-151-046
   09-20-103-007  09-20-105-003  09-20-106-028  09-20-105-023  09-20-151-012  09-20-151-047
   09-20-103-011  09-20-105-004  09-20-106-029  09-20-105-020  09-20-151-042  09-19-227-013
5. Periodic redeterminations of the cost of the improvement shall be necessary in the future, without a change in the boundaries in said Special Assessment District. The projected incremental increases are ten (10%) percent per year for the term of the improvement without additional public hearings.

6. The Supervisor has made a Special Assessment Roll assessing one hundred (100%) percent of the costs of said improvement against the lands in said Special Assessment District, on which Roll shall be entered and described all parcels of land to be assessed with the names of the respective owners thereof, if known, and the total amount to be assessed against each parcel of land, which amount shall be the relative portion of the whole sum to be levied against all parcels of land in said Special Assessment District as the benefit to such parcel of land bears to the total benefit of all parcels of land in said Special Assessment District.

7. The Supervisor has affixed thereto his certificate to the special assessment roll, as required by law, and placed it on file with the Township Clerk’s office.

8. The Special Assessment shall be payable in annual installments, which will appear on the December tax roll prior to the year of improvement.

9. This Board met on Monday, August 5, 2019 to hear and consider any objections submitted by any interested persons with respect to the Special Assessment Roll. The Township gave notice of the hearing by publishing a notice twice prior to the hearing in the Lake Orion Review, a newspaper circulating in the Charter Township of Orion, and also, by mailing a copy of the notice, by first class mail, to each owner of, or party in interest in, property located within the proposed Special Assessment District, whose name appears upon the last Township tax assessment records, and also to any railroad companies as required by Section 4 of Act 188, Public acts of 1954, as amended. The first publication and the mailing of the notice took place at least ten (10) days prior to the date and time of the hearing.

Ayes:  
Nays:  
Absent:  

Certification  
I, Penny S. Shults, the duly elected Clerk of the Charter Township of Orion, Oakland County, Michigan, hereby certify that the foregoing is a true copy of a Resolution adopted at a regular meeting of the Orion Township Board held on Monday, August 5, 2019.

Penny S. Shults  
Township Clerk
Agenda Item Summary

To: Township Board Members
From: Chris Barnett, Supervisor
Meeting Date: August 5, 2019
Memo Date: July 30, 2019
Subject: Bunny Run Annex #5 (portion of) Private Road Maintenance SAD #1 - Action After Hearing

EXPLANATION
The public hearing on the proposed assessment roll will be held Monday, August 5, 2019. After the hearing is held, the action before the Board is to decide whether or not to confirm the roll as presented, confirm it with modifications (i.e., you can delete parcels, but not add), or reject it.

If you have any questions, please contact my Administrative Assistant, Julie Savard.

RECOMMENDATION (Motion)

Adopt the attached resolution confirming the assessment roll for the Bunny Run Annex #5 (portion of) Private Road Maintenance SAD #1.

attachment
Charter Township of Orion

Bunny Run Annex #5 (portion of)
Private Road Maintenance #1 SAD
Resolution #4 to Confirm Roll

At a regular meeting of the Board of Trustees of the Charter Township of Orion, Oakland County, Michigan, held at the Orion Township Hall, 2525 Joslyn Rd., Lake Orion, Michigan, on Monday, August 5, 2019, the following resolution was offered by _____ and seconded by _________.

Recitals,

A. This is the time and date fixed for hearing and considering any objections to the assessments of a portion of Bunny Run Annex #5 (Old Hickory Lane, Woodfield Drive, Ridge Road, Viefield Drive, Oak Trail and Camilla Blvd.), the Special Assessment District established thereto, and the special assessment roll.

B. Petitions have been received by the Township signed by record owners of the land whose total percentage constitutes more than 50% of the total road frontage of the proposed Special Assessment District described in this Resolution for the purpose of establishing such District for the improvement described in this Resolution.

C. Plans and specifications for the proposed improvement, including an estimate of cost, and a special assessment roll prepared by the Township Supervisor are on file in the Township Clerk’s office.

D. A public hearing has been held as required by law.

Therefore, Be It Resolved,

1. The petitions described in Recital “B” are hereby determined to be sufficient to proceed with the improvement.

2. This Board hereby approves the plans and cost estimate for the improvement as prepared by the Township and confirms the special assessment roll as prepared by the Township Supervisor.

3. This Board does hereby determine to proceed with the improvements set forth as described in the plans.

4. This Board does hereby designate a Special Assessment District to be assessed for said improvement, for a period of five (5) years, consisting of the following properties:

   00-01-235-006  00-01-232-041  00-01-232-036  00-01-232-029  00-01-232-050  00-01-232-049  00-01-236-008
   00-01-236-007  00-01-236-014  00-01-236-015  00-01-236-012  00-01-236-013  00-01-236-006  00-01-234-011
   00-01-234-012  00-01-234-005  00-01-233-007  00-01-233-008  00-01-232-048  00-01-232-047  00-01-232-046
   00-01-232-045  00-01-230-012  00-01-230-013  00-01-230-014  00-01-231-004  00-01-231-009  00-01-231-010
   00-01-231-017  00-01-231-018  00-01-231-020  00-01-231-019  00-01-231-021  00-01-231-021  00-01-230-009
   00-01-230-015  00-01-226-033  00-01-226-032  00-01-226-031  00-01-226-027  00-01-227-018  00-01-227-019
   00-01-227-017  00-01-227-023  00-01-227-026  00-01-227-025  00-01-227-015  00-01-228-015  00-01-228-005

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5. Periodic redeterminations of the cost of the improvement shall be necessary in the future, without a change in the boundaries in said Special Assessment District. The projected incremental increases are ten (10%) percent per year for the term of the improvement without additional public hearings.

6. The Supervisor has made a Special Assessment Roll assessing one hundred (100%) percent of the costs of said improvement against the lands in said Special Assessment District, on which Roll shall be entered and described all parcels of land to be assessed with the names of the respective owners thereof, if known, and the total amount to be assessed against each parcel of land, which amount shall be the relative portion of the whole sum to be levied against all parcels of land in said Special Assessment District as the benefit to such parcel of land bears to the total benefit of all parcels of land in said Special Assessment District.

7. The Supervisor has affixed thereto his certificate to the special assessment roll, as required by law, and placed it on file with the Township Clerk’s office.

8. The Special Assessment shall be payable in annual installments, which will appear on the December tax roll prior to the year of improvement.

9. This Board met on Monday, August 5, 2019, immediately following the 7:00 p.m. public hearing on the Mill Lake Gardens Private Road Maintenance SAD #4, to hear and consider any objections submitted by any interested persons with respect to the Special Assessment Roll. The Township gave notice of the hearing by publishing a notice twice prior to the hearing in the Lake Orion Review, a newspaper circulating in the Charter Township of Orion, and also, by mailing a copy of the notice, by first class mail, to each owner of, or party in interest in, property located within the proposed Special Assessment District, whose name appears upon the last Township tax assessment records, and also to any railroad companies as required by Section 4 of Act 188, Public acts of 1954, as amended. The first publication and the mailing of the notice took place at least ten (10) days prior to the date and time of the hearing.

Ayes: 
Nays: 
Absent:

Certification
I, Penny S. Shults, the duly elected Clerk of the Charter Township of Orion, Oakland County, Michigan, hereby certify that the foregoing is a true copy of a Resolution adopted at a regular meeting of the Orion Township Board held on Monday, August 5, 2019.

Penny S. Shults
Township Clerk
Charter Township of Orion

Ordinance No. 73

Solid Waste, Recyclable Materials, and Designated Waste Hauler Collections Regulation

Adopted January 3, 1984

AMENDED
April 1, 1991
October 21, 1991
January 5, 1998 (73-A)
February 1, 1999 (73-1)
March 1, 2004
December 1, 2014
Ordinance 73. Solid Waste, Recyclable Materials and Designated Waste Hauler Collections Regulation

AN ORDINANCE TO REGULATE THE BUSINESS OF SOLID WASTE COLLECTION WITHIN THE TOWNSHIP OF ORION; TO ENACT RULES AND REGULATIONS FOR THE CONDUCT OF SUCH BUSINESSES; TO PROVIDE FOR A DESIGNATED WASTE HAULER FOR CERTAIN GENERATION SITES; TO PROVIDE FOR LICENSES AND FEES; AND TO ESTABLISH PENALTIES FOR THE VIOLATION OF THE PROVISIONS.

Section 1 - Title

This Ordinance shall be known and cited as the Orion Township "Solid Waste, Recyclable Materials, and Designated Waste Hauler Collection Regulation Ordinance", and it shall be sufficient in any action for enforcement of the provisions hereof to define the same by such short title or by reference to the number hereof. (amended 10.21.91)

Section 2 - Purpose

The purpose of this Ordinance shall be:

A. To further secure and protect the general welfare and safety of the citizens and others within the Township of Orion;

B. To promote recycling and composting as desirable alternatives to the disposal of solid wastes in landfills or by incineration; (amended 10.21.91)

C. To regulate the business of solid waste collection within the Township of Orion;

D. To enact rules and regulations for the conduct of such business;

E. To establish a Designated Waste Hauler for specified generation sites;

F. To establish and allow for a DESIGNATED WASTE HAULER Contract that provides for the terms and conditions for the collection of solid waste and recyclables by the DESIGNATED WASTE HAULER.

G. To provide for licenses and fees; and

H. To establish penalties for the violation of the provisions.

Section 3 - Definitions

Collection Vehicle - any vehicle specifically designed for and used for the collection of solid waste or recyclable materials.

Commercial - any business establishment or office, regardless of zoning district, which provides for the sale of goods and/or services to customers.

Compostables means yard clippings and residential compostables. Residential compostables means organic fruit and vegetable material which is produced incidental to the vegetable material which is produced incidental to the preparation of food for human consumption in residential structures.

Designated Waste Hauler means any person or entity awarded a contract as the Township’s Designated Waste Hauler to engage in the business of collecting solid waste, recyclable materials, compostables and yard clippings from specific generation sites within the Township for hauling, transporting or disposing of such materials.

Designated Waste Hauler Contract – An Agreement between the Township and a Waste Hauler that has been approved by the Township Board of Trustees, signed by both parties and covering the applicable dates.
Ordinance 73. Solid Waste, Recyclable Materials and Designated Waste Hauler Collections Regulation

Garbage - rejected food wastes including waste accumulation of animal, fruit, or vegetable matter used or intended for food or that attends the preparation, use, cooking, dealing in, or storing of meat, fowl, fruit, or vegetable.

Industrial - any business establishment, regardless of zoning district, which provides for the production or manufacture of goods or raw material or component parts.

Litter means all rubbish, refuse, waste material, garbage, offal, paper, glass, cans, bottles, trash, debris or other foreign substances of every kind and description.

Multiple-Family - any residential development which provides for more than one family on a single parcel of land. (amended 10.21.91)

Multi-Family Generation Site – as set forth in the Designated Waste Hauler Contract, certain multi-family generation sites, including certain duplex, triplex, fourplex, and townhouse or condominium residential units will be covered by Designated Waste Hauler curbside collection system. Such multi-family generation sites will be defined or set forth in the Designated Waste Hauler Contract.

Recyclables - selected items that are authorized to be picked up to be recycled. Recyclable materials means source-separated materials, site-separated materials, high grade paper, glass, metal, plastic, aluminum, newspaper, corrugated paper, yard clippings and other material deemed to be recyclable materials by duly adopted resolution of the Township Board. These shall include, but need not be limited to, clear glass containers, metal food cans and lids, aluminum, newspaper, flat and corrugated cardboard (up to 3’ x 3’, bundled), plastic containers with recycling codes. (amended 10.21.91, 03.01.04).

Rubbish - means nonputrescible solid waste, excluding ashes, consisting of both combustible and noncombustible waste, including paper, cardboard, metal containers, yard clippings, wood, glass bedding, crockery, demolished building materials, or litter of any kind that may be a detriment to the public health and safety.

Single-Family Generation Site - any single-family dwelling unit that is not attached to any other dwelling unit by any means. (amended 12.04.14)

Solid Waste - garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings, municipal and industrial sludges, and solid commercial and solid industrial waste, animal waste; but does not include human body waste, liquid or other waste regulated by Michigan statute, ferrous or nonferrous scrap directed to a scrap metal processor or to a reuser of ferrous or non-ferrous products.

Yard Clippings means leaves, grass clippings, vegetables or other garden debris, shrubbery, brush or tree trimmings less than four feet in length and two inches in diameter, that can be converted to compost humus. This term does not include stumps, agricultural wastes, animal waste, roots, sewage, sludge or garbage.

Section 4 - License Required and Applicable Fees of all Non-Designated Waste Haulers

Section 4 does not apply to the Designated Waste Hauler. The license, application, renewal and transfer of the Designated Waste Hauler will be addressed and enforced through the Designated Waste Hauler contract with the Township. Section 4 applies to solid waste and recyclable collection businesses within the Township, other than the Township’s Designated Waste Hauler; primarily serving multiple family units, industrial and commercial units.

A. A person, firm, or corporation shall not engage in or carry on the business of solid waste collection within Orion Township without first having obtained the necessary licenses from the Township Board as hereinafter provided.
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B. A license fee in the amount of One Hundred Dollars ($100) for each collection vehicle to be used by the licensee in connection with said business within the Township of Orion shall be paid to the Township Treasurer at the time application is made for an original license. The fee for renewal of a license previously issued shall be Fifty Dollars ($50) if paid before March 15. The fee to renew a license after March 15 but before expiration of the present license shall be Seventy-Five Dollars ($75). After March 31, license fees for such vehicle shall be the same as if the vehicle was previously unlicensed. (amended 02.01.99)

C. Fifty percent (50%) of such fee shall be refunded should the original license or the renewal license not be granted, unless the reason for not granting a license is due to the vehicle failing inspection. (amended 01.05.98, 02.01.99)

D. Such fee shall not be refunded should the original license or renewal license be revoked.

Section 5 - Application Process

Section 5 does not apply to the Designated Waste Hauler. The license, application, renewal and transfer of the Designated Waste Hauler will be addressed and enforced through the Designated Waste Hauler contract with the Township. Section 5 applies to solid waste and recyclable collection businesses within the Township, other than the Township’s Designated Waste Hauler; primarily serving multiple family units, industrial and commercial units.

A. Applications for licenses to engage in the business of solid waste collection, other than the designated waste hauler, within Orion Township shall be made to the Township Clerk, and shall contain:

1. The full name, address, and telephone number of the applicant;

2. An indication of whether the applicant is a person, partnership, or corporation; (amended 01.05.98 by deleting A(3) and renumbering)

3. A complete description of every collection vehicle and other equipment to be used in the conduct of the solid waste collection business. The description shall include at a minimum:

   a. The vehicle identification number provided by the vehicle manufacturer.

   b. The current Michigan license plate number. (This information shall be kept current by the applicant.)

   c. Proof of insurance as required by Michigan Law.

   d. A certificate of liability insurance in the minimum amount as shall be established from time to time by the Township Board.

4. Such other information as may be required by the Township Clerk to reasonably apprise the Township Board of the character of the applicant and of the nature of the business to be carried on.

B. Applications for initial licenses shall be referred to Oakland County Sheriff’s Department for investigation and recommendation. This investigation and recommendation shall be completed within one (1) month of receipt of the information. The vehicle(s) shall meet the requirements of Section 9 (A). (amended 01.05.98, 02.01.99)

C. The application shall then be presented to the Township Board at its next regularly scheduled meeting. The applicant shall have the right to appear before the Board and to furnish such additional information as may be required to enable the Board to determine whether or not the license should be granted.

D. The Board may continue consideration of the application from meeting to meeting for the purpose of securing
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additional information or to afford any citizen of the Township an opportunity to be heard in connection with the issuance of a license. Such continuation shall not be used to unreasonably deny the applicant the right to do business in Orion Township.

E. The Board shall have the authority to refuse to grant any application for any just cause, or when, in its judgment, the public health, safety, and welfare of the inhabitants of the Township so require. In any action to refuse to grant a license, the Board shall set forth the specific reason or reasons.

F. Licenses that are issued shall be in such form as shall be prescribed by the Board. Each and every license shall expire on the thirty-first (31st) day of March following the issuance of the original license or the renewal license. *(amended 04.01.91, 01.05.98, 02.01.99)*

G. The Township, through the Clerk's Office, shall notify the licensee in writing by April 1 on an annual basis of the disposition of the license to do business and shall furnish stickers for each approved vehicle. *(amended 02.01.99)*

H. The permit stickers shall be displayed in the lower right corner (passenger side) of the windshield upon the licensed collection vehicle or other equipment. *(amended 01.05.98, 02.01.99)*

Section 6 - Renewal of License *(amended 02.01.99)*

Section 6 does not apply to the Designated Waste Hauler. The license, application, renewal and transfer of the Designated Waste Hauler will be addressed and enforced through the Designated Waste Hauler contract with the Township. Section 6 applies to solid waste and recyclable collection businesses within the Township, other than the Township’s Designated Waste Hauler; primarily serving multiple family units, industrial and commercial units.

A license shall be renewed by the Township Clerk on an annual basis, subject to the following requirements:

A. The licensee shall pay to the Township Treasurer the required fees on or before the fifteenth (15th) day of March each year it seeks a license renewal. *(amended 04.01.91, 01.05.98, 02.01.99)*

B. The licensee shall file with the Township Clerk the required list of vehicles, vehicle identification numbers, license plate numbers, proof of liability insurance, and the vehicle certificates of insurance on or before the fifteenth (15th) day of March each year it seeks a license renewal. *(amended 04.01.91, 01.05.98, 02.01.99)*

C. All vehicles shall meet the requirements of Section 9 (A). During the year, trash-hauling vehicles shall be subject at any time to random inspection by the Oakland County Sheriff's Department during the course of doing business in Orion Township. *(amended 04.01.91, 01.05.98, 02.01.99)*

D. A quarterly report of random inspections and violations may be provided by the OCSD to the Township Board. *(amended 02.01.99)*

E. A vehicle which fails an inspection because of safety violations shall not be used for trash collection in Orion Township until noted deficiencies are corrected and repairs are made and certified as completed by a licensed mechanic. *(added 02.01.99)*

F. If the licensee fails to pay the required fees, and provide the necessary information, by the thirty-first (31st) day of March each year that it seeks a license renewal, any request for a license thereafter shall be considered a new license, requiring a new application and hearing before the Township Board. *(amended 04.01.91, 01.05.98, 02.01.99)*

Section 7 - Temporary Transfer of License

Section 7 does not apply to the Designated Waste Hauler. The license, application, renewal and transfer of the
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Designated Waste Hauler will be addressed and enforced through the Designated Waste Hauler contract with the Township. Section 7 applies to solid waste and recyclable collection businesses within the Township, other than the Township’s Designated Waste Hauler; primarily serving multiple family units, industrial and commercial units.

A. Licenses issued by Orion Township may be temporarily transferred to another collection vehicle in an emergency situation, provided:

   1. The originally licensed collection vehicle cannot practically be used for solid waste collection because of a mechanical failure or some other malfunction of the equipment.

   2. The licensee shall apply to the Township Clerk for a temporary transfer of said license stating the reason(s) for the transfer and the length of time required for the transfer.

   3. The vehicle to which the license is to be transferred shall be inspected by the Oakland County Sheriff’s Department and shall meet all the requirements of Section 9 (A).

B. The Township Clerk may temporarily transfer the license, upon the licensee meeting the stated requirements.

C. The temporary transfer shall be in the form of a certified letter indicating the name, address, and telephone number of the licensee; the Michigan license plate number of the vehicle to which the temporary transfer is applicable; and the termination date of the temporary transfer.

D. This temporary license transfer letter is to be carried in the vehicle at all times and shall be presented when requested by any authorized person.

E. A temporary transfer shall last no longer than three (3) weeks.

Section 8 - Revocation of License

Section 8 does not apply to the Designated Waste Hauler. The license, application, renewal and transfer of the Designated Waste Hauler will be addressed and enforced through the Designated Waste Hauler contract with the Township. Section 8 applies to solid waste and recyclable collection businesses within the Township, other than the Township’s Designated Waste Hauler; primarily serving multiple family units, industrial and commercial units. The revocation of the Designated Waste Hauler license will be addressed in the Designated Waste Hauler Contract.

A. Any license issued hereunder may be revoked by the Township Board for any of the following reasons:

   1. Any false statement made in the application.

   2. Failure to comply with the provisions of this Ordinance.

   3. Failure to comply with the terms and conditions of the license.

   4. Failure to comply with the laws of the State of Michigan.

   5. Other just and substantiated cause.

B. Before any license shall be revoked, written notice shall be given to the licensee by certified mail by the Township Clerk. The notice shall state the time, date, and place the licensee is to appear for a hearing before the Township Board.

C. The licensee may make whatever presentation he wishes and may produce witnesses in his behalf.
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D. Following the hearing, the Township Board shall make a finding of fact and shall render its decision.

E. If the decision is to revoke the license, the Township Board shall establish the date of revocation and cause a copy of its order to be served upon the licensee either in person or by certified mail.

F. Upon service of the Board's order with the revocation of license date indicated, the licensee shall have no further right to engage in the waste collection business in the Township of Orion.

G. If the Township Board, for whatever reason, decides not to renew or deny the license of any waste collection licensee, then the Board shall so notify the licensee by certified mail. The licensee shall be entitled to a hearing before the Board as outlined in this Section, if he requests it in writing to the Township Clerk within ten (10) days of the notice of revocation.

Section 9 - Collection Licensee Requirements, Including Designated Waste Hauler

A. Vehicles.

1. Any collection vehicle used for the transportation of solid waste or recyclable materials within the Township shall be water-tight, and equipped with covers over that portion of the vehicle that is used for the transportation of solid waste or recyclable materials. (amended 01.05.98)
   a. Inspection of Collection Vehicles. A Waste Hauler shall, upon request, permit the inspection of collection vehicles by the Township or its designee, as those items relate to safe and proper equipment, including, but not limited to, lights, brakes, tires and exhaust for compliance with existing state law and local ordinance.

2. Any such vehicle shall also be in good working order so as not to constitute a nuisance or a hazard to other traffic on the roads within the Township. The items to be in good working order include, but are not limited to, the tires, lights, horn, brakes, exhaust system, and steering system.

3. Any licensed vehicle, in addition to displaying the Township sticker or plate, shall also display in a conspicuous place the licensee's name, address, and telephone number, so that the vehicle can be readily identified.

B. Fee Schedule.

1. Each licensee shall file with the Township a complete schedule of fees and charges to be made to customers for service. The Designated Waste Hauler shall satisfy this requirement by way of an approved contract with the Township.

2. A licensee shall not depart from its filed or contracted for fees and charges in the operation of its business within the Township.

3. Except as set forth in the designated Waste Hauler Contract, any change in the fees or charges shall be filed with the Township Clerk and mailed or hand delivered to each customer at least thirty (30) days before the changed fees are to become effective.

C. Pick-Up Schedules and Areas, unless Specified in the Designated Waste Hauler Contract.

1. Each licensee shall file with the Township Clerk a complete schedule of the days and the areas that pickup from customers are to be made.

2. A licensee shall not depart from its filed schedule of days and areas for conducting a solid waste and recyclable materials collection business within the Township unless thirty (30) days written notice has been given.
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been filed with the Township Clerk and mailed or hand delivered to each customer.

3. Exceptions to the above requirements will be allowed only in case of an emergency situation. Such a situation shall be that which constitutes a potential health hazard because conditions not directly within the control of the licensee, such as, but not limited to, weather conditions, acts of God, and vehicle breakdowns which could not have been prevented. Such exceptions shall be decided by the Township Clerk.

D. Pick-Up Prohibitions.

A licensee shall not drive or cause to be driven any of his vehicles over or through any street in Orion Township at any time on any Sunday or on New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day.

1. Domestic solid waste, recyclable materials and yard clippings shall be collected within the Township from the curbside of residential sites of generation only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, except solid waste, recyclable materials and yard clippings may be so collected on a Saturday between those hours when a legal holiday has occurred on a weekday in the immediately preceding week or when scheduled weekday collections have been delayed in the immediately preceding week due to collection vehicle equipment failure beyond the control of the Waste Hauler.

2. Commercial and industrial solid waste, recyclable materials, compostables, and yard clippings shall be collected within the Township from commercial and industrial sites of generation only between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday.

E. Non-Discrimination.

Service shall be offered by the licensee to any and all customers, without discrimination, who request such service and are willing to pay the established fees and charges.

Section 10 - Curbside / Roadside Recycling, Including Designated Waste Hauler

( amended 10.21.91 )

A. Every person, firm or corporation engaged in the business of solid waste collection within Orion Township shall provide curbside/roadside recycling to each single-family and multiple-family residence from which they also collect solid waste, at no additional cost. Unless as otherwise stated in the Designated Waste Hauler Contract, the following applies: ( amended 01.05.98 )

1. Recyclables shall be picked up at least every other week, and on the same day of the week as the solid waste collection of that week. ( amended 01.05.98 )

2. The solid waste hauler shall provide appropriate containers for recyclables to its own customers.

   a. Single-family and applicable multi-family residences shall each be provided with suitable containers for small recyclables. Large or bulky recyclables will be placed near the recycling container for pick-up.

   b. Large multiple-family residences shall be provided with separate receptacles for solid waste and recyclable materials.

3. Recyclables separated by residents shall not be disposed of into trash hauling vehicles by trash hauling personnel. A separate vehicle shall be used to collect recyclables. ( amended 01.05.98 )
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B. The progress of the Township’s recycling effort shall be monitored by the Orion Township Solid Waste/Recycling Committee.

The Committee may require periodic reports of the trash haulers to assist in their efforts to promote recycling in the Township. (amended 01.05.98)

Section 11 - Customer Requirements

A. Single-Family Customers.

1. Each customer of a licensed solid waste, recyclable materials, compostables and yard clippings collector within Orion Township shall retain all substances to be collected between scheduled pick-ups in an inconspicuous place on their premises and in suitable water-tight containers.

2. Not earlier than 6:00 p.m. the night before the scheduled pick-up, receptacles containing the solid waste to be collected may be placed at the edge of the roadway for pick-up.

3. After pick-up, all empty receptacles shall be removed from the street promptly, but not later than 8:00 p.m., on the day of collection.

4. All single-family generation sites are required to have their solid waste, recyclable materials, compostables and yard clippings picked-up by the Designated Waste Hauler under the terms, conditions and costs set forth in the Designated Waste Hauler Contract.

B. Multiple-Family, Commercial, Industrial.

1. Covered trash receptacles, surrounded on three (3) sides by masonry brick-type walls one (1) foot higher than the receptacle shall be provided in the rear yard of the building or principal use structure.

2. The fourth side of the trash receptacle enclosure shall be equipped with an opaque lockable gate that is the same height as the brick-type wall.

Section 12 – Designated Waste Hauler Collection Program

A. Collection and disposal of solid waste and recyclable materials by Township’s Designated Waste Hauler. Commencing on the date set forth in the Designated Waste Hauler contract, collection and disposal of solid waste, yard clippings, compostables and recyclable materials from single-family generation sites shall be in accordance with the Designated Waste Hauler Contract and the following provisions:

(1) No person shall dispose of any solid waste or recyclable materials (excluding yard clippings removed by landscapers) generated from single-family generation sites within the Township other than by means of the Designated Waste Hauler contracted by the Township for such purpose.

(2) As further directed in the Designated Waste Hauler Contract, the Designated Waste Hauler shall deliver solid waste to a facility authorized under Act 451, as amended, recyclables to a recycling facility and all other collection as directed in the Designated Waste Hauler Contract.

(3) No person except the Designated Waste Hauler shall engage in the business of collection, transporting, delivery or disposal of solid waste or recyclable materials generated by single-family generation sites within the Township.

(4) The Designated Waste Hauler shall comply with Act 451 and all applicable federal, state and county laws, local ordinances, and rules and regulations in the collection, transportation and delivery of solid waste and recyclable materials.

(5) No person shall knowingly place hazardous waste at curbside or other designated locations for collection, and the Designated Waste Hauler shall not knowingly collect or deliver hazardous waste to a processing or disposal site.
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(6) The provisions of Section 12 shall not prohibit the placement of solid waste, yard clippings or recyclable materials for collection by a person or company other than the Designated Waste Hauler if such person or company is operating under an active license of the Township and is providing collection services pursuant to a collection contract existing prior to the enactment of the Designated Waste Hauler contract, between such person and the owner and occupant of a single-family generation site. Section 12 shall apply to such person or company upon expiration of the contract or license, whichever comes first.

B. Rates, charges, and payments for Designated Waste Hauler Collection program: The Designated Waste Hauler shall charge fees for collection and disposal of waste and shall bill for such services in accordance with the following; unless provided otherwise in the Designated Waste Hauler Contract.

(1) The Designated Waste Hauler shall charge fees for collection and disposal of waste placed for collection as set forth in the contract between the Designated Waste Hauler and the Township.

(2) Unless specified otherwise in the Designated Waste Hauler Contract, the Designated Waste Hauler shall send a quarterly invoice, in advance, to each single-family generation site for which services are provided in the Township. Such invoice shall represent charges for services to be rendered in the following quarter.

(3) Unless otherwise specified in the Designated Waste Hauler Contract, the invoice shall be delivered by regular mail at least two weeks prior to the beginning of the quarter for which charges are imposed.

(4) If the invoice is not paid within 90 days after the due date, it shall be considered delinquent and a penalty set by the Township Board or as otherwise specified in the designated Waste Hauler Contract shall be added to the amount due.

(5) If provided in the Designated Waste Hauler Contract, the charges for collection and disposal fees relating to services to single-family generation sites by the Designated Waste Hauler shall constitute a lien on the single-family generation site for which the services have been provided. Any charges and penalties delinquent for three months or more shall be certified annually by the Township official in charge of collection to the tax assessing officer of the Township to be entered upon the next tax roll against the single-family generation site for which the services have been rendered, and the charges and penalties shall be collected as part of the general Township taxes against such single-family generation site and shall accrue further interest and penalties and shall be collected in the same manner as provided for delinquent real property taxes in the Township. If not provided for in the Designated Waste Hauler Contract, the Designated Waste Hauler shall be responsible to collect all fees and the Township will have no obligation to collect any fee or delinquent payment by tax lien or otherwise.

C. If any term, provision or condition is not covered by this Ordinance, the Designated Waste Hauler Contract shall control and the Township retains the right to amend, modify or change any term or condition provided in the Contract upon renewal, agreement of the parties or selection of a new Designated Waste Hauler.

Section 13 - Penalties

Any person, business engaging in solid waste collection for multiple family units or commercial units, or a Designated Waste Hauler, who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be subject to a fine of at least Twenty-Five Dollars ($25) and not more than Five Hundred Dollars ($500) and the costs of prosecution.

A separate offense shall be deemed committed for each violation and for each day a violation continues.

Section 14 - Severability

In the event that any section, paragraph, sentence, phrase, word, or part of this Ordinance shall be held invalid, such holding shall not affect the balance of the provisions herein.
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Section 15

All existing licenses issued under this Ordinance that will be covered under the terms of the Designated Waste Hauler Contract, will not be renewed and will expire upon expiration of the current license or upon service being assumed by the Designated Waste Hauler, whichever comes first.

Section 16 - Effective Date

The foregoing sections of this Ordinance shall be published in a newspaper of general circulation within the Township of Orion, and shall become effective upon such publication. (amended 01.05.98, 02.01.99)
Agenda Item Summary

To: Township Board Members

From: Chris Barnett, Township Supervisor

Meeting Date: August 5, 2019

Memo Date: August 1, 2019

Subject: Award Bid – Orion Township Recycling, Yard Waste, and Solid Waste Collection, Transportation, and Disposal Services

REQUEST

The request is to award the Recycling, Yard Waste, and Solid Waste Collection, Transportation, and Disposal Services bid to Green for Life Environmental (GFL) and authorize contract negotiations with said firm for a term of five years, with Orion Township’s option to renew the contract for one additional five-year term.

REASON

A request for proposals (RFP) was issued on May 1, 2019 for Recycling, Yard Waste, and Solid Waste Collection, Transportation, and Disposal Services. Two proposals were received: Waste Management (WM) and Green for Life Environmental (GFL). The Board-appointed Ad-Hoc Committee consisting of Supervisor Barnett, Trustee Flood, and Trustee Birney, along with consultant Jim Frey of Resource Recycle Systems (RRS), Chief Assistant Timko, and Township Attorney Kelly completed a review of both proposals and in-person interviews with both firms. Based on the review of the technical and cost proposals and subsequent interview and responses to clarifying questions, the Ad-Hoc Committee recommends the award of the bid to GFL.

The following charts for residential curbside collection show the first-year monthly cost per household; both standard prices, and then with discounts. Some key conclusions are noted: 1) GFL’s Tuesday-Friday collection alternative provides the lowest cost of service; 2) the cost for this comprehensive package of services is significantly lower than prices being charged in the current open market for a lower level of service; 3) the grants that have been (or are in the process of being) secured for recycling carts will significantly lower costs; and 4) directly contracting with the SOCRRA MRF (or other location) for recycling processing would likely bring comparable costs for Orion Township while also providing access to additional key benefits for Orion Township residents.

The chart below is the year-one monthly cost per household showing GFL Tuesday-Friday at the lowest overall cost of $17.20 for A-1 Full Program (all GFL) and $17.40 for A-3 Full Program with SOCRRA MRF. These year-one monthly costs are 3% lower than the GFL Monday-Thursday approach and 10% lower than WM’s year-one comparable pricing.

<table>
<thead>
<tr>
<th>Hauler Proposal Comparison – First Year Monthly Cost per Household</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option</td>
</tr>
<tr>
<td>A-1 Full Program w/Recycling Incentive</td>
</tr>
<tr>
<td>A-3 Full Program w/Recycling Incentive and SOCRRA</td>
</tr>
<tr>
<td>A-1 Full Program w/Recycling Incentive and Recycling Cart Grants</td>
</tr>
<tr>
<td>A-3 Full Program w/Recycling Incentive, SOCRRA and Recycling Cart Grants</td>
</tr>
</tbody>
</table>
The next residential curbside chart below shows how discounts can further lower pricing for Orion Township residents. The year-one monthly costs per household with maximum discounts applied show GFL Tuesday-Friday at the lowest overall cost of $16.34 for A-1 Full Program (all GFL) and $16.53 for A-3 Full Program with SOCRRA MRF. These take into account the maximum cumulative discount of 5% that GFL proposed (a “service suspension” discount is also available at a maximum of $30 per year for periods when service is not required). With the 5% cumulative discount, these year-one monthly costs are 3% lower than the GFL Monday-Thursday approach and 12% lower than WM’s year-one comparable pricing.

| Hauler Proposal Comparison – First Year Monthly Cost per Household – with Maximum Discounts |
|-------------------------------------------|-------------------|-------------------|
| Option                                    | WM    | GFL (M-Th) | GFL (Tu-F) |
| A-1 Full Program w/Recycling Incentive   | $19.63 | $17.70     | $17.18     |
| A-3 Full Program w/Recycling Incentive and SOCRRA | $18.30 | $17.88     | $18.55     |
| A-1 Full Program w/Recycling Incentive and Recycling Cart Grants | No Bid | $16.83     | $16.34     |
| A-3 Full Program w/Recycling Incentive, SOCRRA and Recycling Cart Grants | No Bid | $17.01     | $16.53     |

The above analysis assumes that the recycling incentive feature is part of the service. Procured through a separate concurrent RFP process, RecycleBank submitted the lowest cost qualified proposal – significantly lower in cost than competing approaches offered by Rewards4Recycling and RecyclingPerks. The recycling incentive feature enables residents to gain access to a wide variety of discount coupons and related incentives to support participation in the recycling program and to help residents understand how to recycle, what can be recycled and what should not be put in the recycling bin. The RecycleBank partnership will provide a wide range of services to Township residents, and enable residents to support schools and other local Township initiatives through recycling.

**PROCESS**

The following are steps that will need to be taken to move forward:
- Township Board adopts enabling ordinance
- Township Board authorizes negotiation with vendors (GFL, RecycleBank, possibly SOCRRA)
- Final contract signatures
- Transition plans finalized and vendors authorized to proceed
- Field mobilization in November/December
- Service kick-off – December/January – final dates to be determined

**BUDGET**

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

Yes No If yes, fill out information below:

**RECOMMENDATIONS (Motions)**

Award the Recycling, Yard Waste, and Solid Waste Collection, Transportation, and Disposal Services bid to Green for Life Environmental (GFL) and authorize contract negotiations with GFL for a term of five years, with Orion Township’s option to renew the contract for one additional five-year term.
July 1, 2019

Ms. Penny Shultz, Township Clerk
Charter Township of Orion
2525 Joslyn Road
Lake Orion, Michigan 48360

Re: Certification Letter and Introduction to GFL Environmental USA Inc

Dear Ms. Shultz,

On Behalf of GFL Environmental USA Inc (GFL) we would like to thank you for the opportunity to participate in the bidding and selection process for the Charter Township of Orion, RFP-2019-01 – Recycling, Yard Waste, and Solid Waste Collection, Transportation and Disposal Services Program. Our Bid Bond for $50,000.00 is included and can be found under Tab # 1.

Our Bid Proposal for the five (5) year Solid Waste Program beginning January 1, 2020 and ending December 31, 2024 with an option to extend for an additional five (5) year period is enclosed. All residential pricing submitted by GFL is firm for the period requested in the Orion Township bid document, one hundred and eighty (180) days. We also acknowledge that there has been two (2) Addendums issued by Orion Township along with one (1) Communication #1 and can be found under Tab # 2.

Each of the items specified in the Orion bid document have been reviewed by our senior management team at GFL, addressed accordingly and included in our proposal. A letter from our bonding company is also included acknowledging that the required Performance Bond will be issued to Orion Township should GFL be awarded the solid waste contract. Finally, we have included an acknowledgement from our insurance company which signifies that the insurance requirements will be met as required by the bid document.

As we have stated, our Senior Management Team at GFL has extensive experience within the waste collection field, including municipal collection of residential solid waste, transportation and disposal, yard waste collection & processing, recycling services and solid waste and yard waste transfer services, and the collection and disposal of commercial solid waste and recycling services.
GFL currently provides residential household solid waste, yard waste, recycling and bulk waste collection to sixty four (64) communities, (approximately 850,000 households per week), and specializes in serving prominent communities like the Orion Township. We currently provide service to a number of your neighboring communities.

We have outlined a couple of enhancements below that Orion Township would enjoy should GFL be selected as your solid waste provider.

▸ **Alternate Proposal 1 - GFL Rewards for Recycling:** GFL has made available to all Orion Township residents a recycling incentive program. Our GFL Rewards for Recycling Incentive Program rewards residents for their increased recycling efforts. More about this exciting program can be found under Tab # ______ of our submittal. Our Rewards program is provided to all Orion Township residents as a courtesy, there are no additional charges.

▸ **Alternate Proposal 2 – Service Day Change Option:** We have also provided a second cost savings option should Orion Township would consider going to five day per week collection schedule. More about our Alternate Proposal 2 can be found under Tab # ______ of our submittal. Select this option and save another ______ percent on your month unit rate.

These are just a couple of our personalized benefits that a privately owned and operated solid waste company can provide a community like Orion Township. Also, in accordance with the Rochester RFP bid document, GFL certifies that it is not an Iran Linked business as defined by the Michigan Iran Economic Sanctions Act.

The GFL corporate office has now moved and is located at 26999 Central Park Blvd., Suite 200, Southfield, Michigan 48076. We also currently operate two collection facilities in Southeastern Michigan, 6200 Elmridge Drive, Sterling Heights, Michigan 48313 with over three hundred fifty (350) collection vehicles operating here and the second facility located at 39000 Van Born Road, Wayne, Michigan 48184 with one hundred seventy five (175) collection vehicles. We also operate a satellite operation located in White Lake Township.

As you review the content of our bid information and clarification is needed, we are prepared to meet with you or your staff to address items of concern or discuss points of interest. Please contact us at your convenience.

Sincerely,

[Signature]

Lou Berardicurti, Executive Vice President
GFL Environmental USA Inc
THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE GFL Environmental USA Inc.
26999 Central Park Blvd., Suite 200, Southfield, MI 48076
as Principal, hereinafter called the Principal, and International Fidelity Insurance Company
One Newark Center, Newark, NJ 07102-5207
a corporation duly organized under the laws of the State of NJ
as Surety, hereinafter called the Surety, are held and firmly bound unto The Charter Township of Orion
2525 Joslyn Road, Lake Orion, MI 48360
as Obligee, hereinafter called the Obligee, in the sum of Fifty Thousand Dollars and 00/100
Dollars ($ $50,000 ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste, Recycling, and Yard Waste Collection, Transportation, Processing and Disposal Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of July, 2019

Beth Shapard (Witness)

Bonnie T. Atnip (Witness)

GFL Environmental USA Inc.

International Fidelity Insurance Company

By: (Principal) (Surety) (Seal)

By: (Title) (Title)

By: Attorney-in-Fact Arthur L. Colley (Seal)

Surety Phone No. 973-624-7200
POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGENEY CASUALTY COMPANY
One Newark Center, 20th 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 ALLEHENY 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 surely, 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 ALLEHENY 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 ALLEHENY 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 ALLEHENY 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 ALLEHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2018

STATE OF NEW JERSEY
County of Essex

[Signature]
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 ALLEHENY 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 ALLEHENY 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 01, 2019

Irene Martins, Assistant Secretary

A02686

237
International Fidelity Insurance Company

Consent of Surety

The Charter Township of Orion
2525 Joslyn Road
Lake Orion, MI 48360

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 Solid Waste, Recycling, and Yard Waste Collection, Transportation, Processing, and Disposal Services, 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 1st day of July, 2019.

International Fidelity Insurance Company

By: Arthur L. Colley, Attorney-in-Fact
POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY
One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

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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.

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STATE OF NEW JERSEY
County of Essex

[Signature]
Kenneth Chapman
Executive Vice President, International Fidelity Insurance Company and Allegheny Casualty Company

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

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IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 01, 2019

[Signature]
Irene Martins, Assistant Secretary
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED "PRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NFP Property & Casualty Services (Primary Casualty)
45 Executive Drive, Plainview, NY 11803
Purves redmond limited*, 70 University Ave, S#400
Toronto ON M5J 2M4

INSURED
GFL Environmental USA Inc.
GFL Environmental Real Property, Inc.
6200 Elmridge Drive
Sterling Heights MI 48313

CONTACT NAME: RISK MANAGEMENT
PHONE: 516-327-2700
FAX: 516-327-2800
E-MAIL: RiskCerts@nfp.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: ACE American Insurance Company
22667
INSURER B: Arch Insurance Canada Ltd
37885
INSURER C: XL Specialty Insurance Company
19445
INSURER D: National Union Fire Insurance Company of Pittsburgh
25445
INSURER E: Ironshore Specialty Insurance Company

COVERAGES
CERTIFICATE NUMBER: 1543664609

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBR INSN WDV</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>GENERAL AGGREGATE $20,000,000</td>
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<td>PRODUCTS COMMERCIAL $5,000,000</td>
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<td>Limits shown in CDN $</td>
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<td>AND EMPLOYERS' LIABILITY</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMERGENCY CLAIMS (Mandatory in NH)</td>
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<td>E.L. DISEASE - POLICY LIMIT $5,000,000</td>
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<td>Equipment Including Leased/Reired Contractors Pollution Legal</td>
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<td>5/1/2019</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Arch Insurance Canada Ltd - AM Best#066513
Orion Township, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers are included as an additional insured on a primary and non-contributory basis in accordance with the policy provisions of the General Liability and Automobile Liability Policies as required by written contract.

CERTIFICATE HOLDER
Orion Township
2525 Joslyn Road
Orion Township MI 48360

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Re: Orion Township

RECYCLING, TARD WASTE, AND SOLID WASTE COLLECTION, TRANSPORTATION, AND DISPOSAL SERVICES
RFP-2019-10

The Charter Township of Orion issued a Request for Proposals for Recycling, Yard Waste, and Solid Waste Collection, Transportation, and Disposal Services on May 1, 2019. A mandatory pre-proposal meeting was held on Monday, May 13, 2019 at 3:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, MI 48360. The details, including questions and answers, from the pre-proposal meeting were published as Addendum #1 on MITN on Friday, May 24, 2019.

PLEASE NOTE: With Addendum #1, the deadline date and time for submitting proposals was extended and revised. Please see Addendum #1 for revised date and time.

PLEASE NOTE: With Addendum #1, the deadline date for submitting questions was extended to July 13, 2019 (prior to July 14, 2019). The following questions were submitted by to the deadline. Answers have been provided for each.

Questions and Answers

1. **Question:** Is the proposed start date January 1, 2019?

   **Answer:** The proposed start date as outlined in the RFP schedule is January 1, 2019. If the proposer would like to offer an alternative start date, they may do so in the exceptions section.

2. **Question:** The RFP request the Township can hold proposals 180 days from opening. With a July 1 due date, the award date could approach January 1, 2019. Is the Township’s intention to move the start date past the January 1 proposed start date?

   **Answer:** See answer to question 1 above. If the proposer would like to offer an alternative start date, they may do so in the exceptions section.

3. **Question:** Page 65 Cost Proposal Item A-5; Township pays for 50% all Waste and Recycling Carts the next pricing category the Township pays for 75% all recycling carts? Is it the intention of the Township not to offer to pay for 75% of the waste carts also?

   **Answer:** Correct. The Township pays for 75% of recycling carts is just for the recycling carts, not the trash carts. If the proposer would like to offer an alternative cart payment option(s), they may do so in the exceptions section.

###

Page 1 of 1
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Please note that solicitations issued prior to June 10, 2017 can be found here: http://legacy.miltn.info

Addendum Description

Re-attaching the RFP, fixing page break issues with "Attachment B, Technical Proposal Forms", specifically starting on page 50.

Notice Modifications

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Orion Township
PRE-PROPOSAL MEETING NOTES AND ADDENDA #1
Monday, May 13, 2019 – 2:30 p.m.

SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION, TRANSPORTATION, PROCESSING AND DISPOSAL SERVICES
RFP-2019-01

The pre-proposal meeting was held on Monday, May 13, 2019 at 3:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, MI 48360.

Chris Barnett, Township Supervisor, Orion Township; Samantha Timko, Chief Assistant, Orion Township; Mike Flood Township Trustee; Brian Birney Township Trustee, Dan Kelly, Township Attorney; Jim Frey, Resource Recycling Systems, and interested Contractors were in attendance (see Attachment A for the Attendee List).

All Contractors present were encouraged to complete the “sign-in” sheet. Attendees were encouraged to register as a Contractor on the Michigan Intergovernmental Trade Network (MITN) in order to receive addenda and award information relative to the proposal. Contractors were instructed that pre-proposal meeting notes would be issued as an addendum along with the sign-in sheet on the MITN e-procurement site.

PLEASE NOTE: The deadline date and time of day for submitting proposals has been extended and revised. Please note revised day and time.

Proposals will be received at Orion Township, c/o Township Clerk, Penny Shultz, Orion Township Hall, 2525 Joslyn Road, Lake Orion, MI 48360 until EXACTLY 2:00 p.m. local time, July 1, 2019 at which time and place the names of proposers will be publicly read aloud.

PLEASE NOTE: The deadline date for submitting questions has been extended. Please note revised day.

Questions must be submitted prior to June 14, 2019. Once the deadline for questions has passed, a final addendum will be posted at the MITN site. Contractors were reminded that all questions must be submitted to the attention of Samantha Timko, Chief Assistant, Supervisor’s Office, 2525 Joslyn Road, Lake Orion, MI 48360, stimko@oriontownship.org.

All communication should be directed to Samantha Timko; contractors are not to contact any Township Employees or Township Board Members regarding this RFP. Any Contractor that is found to be having communications with the Township outside of what is defined in the RFP will be disqualified from the proposal process.

Township Supervisor, Chris Barnett opened the meeting and provided a brief overview of the goals for the Township. Orion Township is seeking proposals from interested and qualified firms to provide solid waste, recycling and yard waste collection, transportation services. This RFP is being issued to support a Township decision on moving to a single hauler collection system.

Jim Frey, CEO, Resource Recycling Systems, provided an overview of the submittal requirements that are identified on page 7 of the RFP document. Jim explained that this is a Request for Proposal in which the Township looks at more than just cost when evaluating responses. Contractors should review requirements of Section 04 – Selection Process/Evaluation Criteria. Vendors should review the criteria and ensure their proposal responses address each area identified and that the proper forms and response requirements are
submitted with their proposal response. Contractors are reminded that a bid bond or certified check in the amount of Fifty Thousand ($50,000) dollars must accompany each proposal response.

Jim continued with an overview of the RFP and pointed out to Contractors that if there are any exceptions they make in their response, they are to identify those exceptions as outlined on page 15 of the RFP document and use the appropriate forms.

Contractors will need to review the insurance requirements to make sure they are able to meet these requirements if awarded. Insurance coverages will be required at the time of contract award.

Jim pointed out that Section 05 – General Provisions explains the service requirements in more detail and that Contractors will be able to gain an understanding of the services the Township is seeking in that section. Jim finished the overview of the RFP by pointing out the forms in the back of the RFP that Contractors need to use when submitting their proposal response and then proceeded with reviewing questions submitted by the Contractors prior to the meeting and encouraged the Contractors to ask any additional questions they may have regarding the RFP.

**Questions and Answers**

1. **Question**: Would the Township consider extending the Request for Proposal due date by two weeks? If yes, when would be the last day questions could be submitted.

   **Answer**: The Township has granted an extension of the due date described below:

   Proposals will be received at Orion Township, c/o Township Clerk, Penny Shultz, Orion Township Hall, 2525 Joslyn Road, Lake Orion, MI 48360 until EXACTLY 2:00 p.m. local time, **July 1, 2019** at which time and place the names of proposers will be publicly read aloud.

   Questions must be submitted prior to June 14, 2019. Once the deadline for questions has passed, a final addendum will be posted at the MITN site. Contractors were reminded that all questions must be submitted to the attention of Samantha Timko, Chief Assistant, Supervisor’s Office, 2525 Joslyn Road, Lake Orion, MI 48360, stimko@oriontownship.org.

2. **Question**: Who will the bids be dropped off to? To your attention or to the Clerk Penny Shultz?

   **Answer**: Proposals will be received at Orion Township, c/o Township Clerk, Penny Shultz.

3. **Question**: What is the actual number of households to use for this RFP response? Page 6, 4th paragraph second line references 14,803 and Page 22, 5th paragraph references 11,793.

   **Answer**: The Township has no prior single hauler reference point for the actual number of households but offers the following known data from its records:

   - 11,793 single-family homes
   - 125 under construction/planned multi-family
   - 1,909 multi-family units
   - 13,827 Total


   **Answer**: They are 8 cubic yard dumpsters
5. **Question:** On Page 60, Question #3, Page 61 Question #4 and Page 62 Question #4, any particular reason the Township will not provide all trash, compost and recycling volumes under this contract?

**Answer:** The Township has no prior single hauler reference point for volume information.

6. **Question:** On Page 27 – 28 last beginning with the last paragraph on page 27 and ending with the first paragraph on page 28. The reference to the State of Michigan Grant for Recycle Containers. When would the Township know if you have been awarded the grant?

**Answer:** The State has indicated a decision will be made in July or August.

7. **Question:** On page 7 Please clarify "Provision of Optional Yard Waste Carts? Would the Township consider the use of carts for yard waste collection?

**Answer:** The Township wants residents to have the option of either a) purchasing a cart for compost, b) using their own container with a “compost” sticker provided by the Contractor, and/or c) using Kraft yard waste bags.

8. **Question:** On Page 12 Performance Guarantees - It references that the performance bond be in the amount of $500,000.00 each. Is there more than one bond required?

**Answer:** There is only one bond required.

9. **Question:** On page 22 Total Units to Bid on - 11,793? If yes, does this include, duplexes, triplexes and quad-plex units? For example, on page 22 Other Residential-Curb-side Service: Do those types of units make up the difference between the 14,803 + 11,793?

**Answer:** The Township has no prior single hauler reference point for the actual number of households but offers the known 11,793 single-family homes data from its records. There will be additional curbside cart service as part of the multiple family and condo units that would include duplexes, triplexes and quad-plex units - to be serviced by the Contractor under this agreement. For example, these additional units would include the Orion Lakes Mobile Home Park on Brown Road that has curb cart service and has 427 units in the development.

10. **Question:** On Page 26, Vehicles-Would you consider increasing vehicle age to 5 years?

**Answer:** Section 10: Vehicles and Equipment has been amended as follows:

Original version: “Orion Township would prefer vehicles shall be 2 years old or newer at the time of Contract startup.”

Replacement language: “Orion Township prefers that the residential curbside waste and recycling collection vehicles be 3 years old or newer within 3 months of the time of Contract startup and no older than 8 years at any time during the course of this Contract. Exceptions to this requirement are granted for yard waste collection vehicles, temporary backup vehicles and all front load collection vehicles used for servicing dumpsters.”

11. **Question:** On Page 27 Section 11. Containers under the second paragraph, will the Township notify residents and take orders to allow a 1time switch out of carts?
Answer: The Township is interested in the Contractor providing their best practice approach to cart distribution that includes the option for the household to select a smaller and/or larger cart than standard during an amnesty period. The proposed approach must be described in full in the proposal. The Township is able to survey households ahead of time if that is a valuable part of the step that the Contractor wants to build into their proposed approach. The township is removing the requirement to provide 32 gallon cart options. This pricing does not need to be included in the Contractor’s proposal.

12. Question: On page 32 Section 17. Route/Access, do you have established routes?

Answer: No

13. Question: On page 34 A. Trash Collection, 3rd paragraph indicates residents need to place all refuse in containers. On page 21, Service Standards it makes reference to all containers presently in use and in all forms presently used. Is it carts only or whatever the residents currently use?

Answer: All trash must be in the cart. All recyclables must be in the cart.

14. Question: On page 36 Section 25 Any information on Handicapped/Back-Door Pick Up as well as Seniors and Veterans – and how will these be verified.

Answer: We have no information on these counts. We plan to use verification systems similar to those used in other nearby communities – through the Township with documentation required such as a signed doctor’s form for handicap and similar forms for Senior Citizen’s and Veterans.

15. Question: On page 38 Section 30 On Call Pickups, Does the Township have any historical data on this type of services? Animal Carcasses?

Answer: These are all additional pay items. Contractor should provide a rate schedule for these on-call services. Contractor can use the Exceptions Form to explain any services that won’t be provided – animal carcasses or tenant evictions as examples.

16. Question: On page 39 Section 33 Cart management- the first sentence under the 4th bullet point, Since there are multiple haulers currently and each use carts, are these all in use now the property of the Township?

Answer: No – the Contractor should assume that all existing carts are not the property of the township and will need to be removed by the existing haulers no later than 1 month after the Contract start date.

17. Question: Term: Overview and Section 4 Term says up to 5 additional years. Page 6 Section 02 Item 2 says up to 5 years. Is the extension 1) 5 year period or 5) 1 year periods? Would you consider 8 years for the initial term.

Answer: The reference to the extension is for a single 5 year extension period. Contractors are encouraged, but not required, to submit an alternate 8 year first term with a single five year extension.

18. Question: Overview on page 4 Paragraph 6: “…right to split or abstract…” What is Abstract and page 6 Section 02 Item 2 says “…exclusive single hauler…” Is it a single hauler contract or can the contract be split between other haulers?

Answer: The Township can’t answer what we will actually do as there are multiple scenarios based on the requirements listed within the RFP – an example being the recycling processing alternate. The
Township is interested in all services listed and the goal is to take the steps required to move to a single hauler system. It is not the Township's intent to award the contract to multiple vendors.

19. **Question:** Page 9 Item v. Please add clarity. What are potential changes and can you provide examples of what the township may have had in mind when drafting this section?

**Answer:** The Township can't answer what we will actually need to do during the course of the contract term. The Township is interested in providing a strong solution for our residents and will work closely with the selected Contractor to make that happen.

20. **Question:** Page 13 Section 8 Default and Termination: Please review the 24 hour cure period. We are making millions of dollars in investments and only getting a 24 hour to fix a problem is overly optimistic and unrealistic to industry practices.

**Answer:** The Township respects the investment that it is asking the selected Contractor to make over the term of the Contract and notes the next item "b" in that section that reads "In the case of the default not capable of being corrected within 24 hours, Contractor shall commence correcting the default within 24 hours of Orion Township’s notification thereof, and thereafter correct the default with diligence.” We believe this addresses the question.

21. **Question:** Page 19 Section A: Would you be able to provide an example of a website that would work for Orion Township?

**Answer:** The Township is counting on the expertise and experience of the Contractor and expects the Contractor’s proposal to describe how it will provide this component of the service package. The Township will work closely with the selected Contractor to provide input as required.

22. **Question:** Page 20 Section E: Do you have a system already in place for other types of contracts/contractors that this is occurring and could you provide an example of this?

**Answer:** The Township is counting on the expertise and experience of the Contractor and expects the Contractor’s proposal to describe how it will provide this component of the service package. The Township will work closely with the selected Contractor to provide input as required.

23. **Question:** Page 20 How does the township plan to resolve late setouts?

**Answer:** The Township will work closely with the selected contractor to address customer issues, including late setouts and missed pickups. We expect the selected Contractor to be able to provide time of pass-by using the required onboard GPS truck technology to help resolve issues like late setouts.

24. **Question:** Page 20 Section I: Does the Township have a preferred acceptable program?

**Answer:** The Township does not have a preferred acceptable program.

25. **Question:** Page 21 Section 7: Please confirm that the service is NOT a cart only program? If excess outside the cart or in bags, do we take it? Has the township considered a cart only program which is a growing common practice by municipalities in Michigan and across the country?

**Answer:** Service for curbside trash and recycling collection will be cart only. Contractor will not take items placed outside of cart. Residents will request/purchase additional cart(s) from Contractor.
26. **Question:** Page 22 Section 8: Would like to know exact number of duplex and/or multi-unit residences anticipated or are they included in the total unit count? Which unit count are these included in?

**Answer:** See response to questions #3 and #9 for estimated total number of units. The Township will be able to confirm with Oakland County Equalization regarding presence of an duplex, triplex, and quad-plex in the 11,793 single-family residential count provided.

27. **Question:** Page 26 Section 10 paragraph 4: Only collection trucks are contract designated? What about support trucks, bulk, spares, supervisor pickup, etc.

**Answer:** See answer to Question #10 and the replacement language provided. These same exemptions apply to the contract designation language in Section 10, paragraph 4.

28. **Question:** Page 28: Will the Township provide a designated yard for cart inventory on an on-going basis or at initial startup?

**Answer:** The Township can’t provide a designated yard for cart inventory on an on-going basis and currently doesn’t have any space available during initial startup.

29. **Question:** Page 28 4th full paragraph and page 40 at the top: Would the Township consider extending this to 2 weeks to ensure carts are more readily available on their service day. The rationale for this is that easier to exchange if the cart is already out for the driver.

**Answer:** The Township is interested in the best practice solutions based on the selected Contractor’s expertise and experience. We encourage these details to be covered in detail in the Contractor’s proposal and any exceptions to the RFP language to be noted in Form K Exceptions to Agreement.

30. **Question:** Page 28 Section 12: Are RFID chip required for recycle carts? Trash carts?

**Answer:** No. As stated, the “Township requires the successful contractor to provide GPS and service event data tracking on each truck and convey that data to the Township’s recycling participation incentive system”.

31. **Question:** Page 29: Liquidated damages: What is the appeal process?

**Answer:** As stated “The decision of Orion Township’s Program Manager or designee in the matter will be binding”. The Contract includes an Arbitration mechanisms that could be accessed if the Contractor disagrees with the decision.

32. **Question:** Page 30 Section 15: Do you have detailed demographics of the township so we can anticipate the number of residents asking for one of the various discounts?

**Answer:** The Township does not have this information.

33. **Question:** Page 31 Section L: Pass through expenses: Please elaborate as to what the Township is considering a pass through expense as this is important to determine what to include in our price? Are you including things like cost of Recycle bank (or another service), disposal, education material, etc.

**Answer:** The Contractor’s proposed pricing does not need to include the pass through expenses. These will be determined at the beginning of each year of service and the Township and selected Contractor will
work to finalize the actual rates that the Contractor will be using for the customer invoicing – a combination of the Contractor’s pricing plus the pass-through expenses.

34. **Question:** Page 31 Section 16: Last paragraph: Please provide a better explanation of what the Township is stating in this paragraph.

**Answer:** The Contractor shall include in their proposed pricing the existing State of Michigan 36¢ per ton tipping fee at disposal facilities. The language referenced provides the mechanism for determining the impact on the Contractor’s proposed pricing should the State change and/or eliminate that fee.

35. **Question:** Page 33 Section 23: Will you want to pass through tipping fees at both the landfill and recycle at SCORRA? If so, will we need to include this in our initial price?

**Answer:** As stated in the answer to Question #33, the Contractor’s proposed pricing does not need to include these types of pass through expenses. These will be determined at the beginning of each year of service and the Township and selected Contractor will work to finalize the actual rates that the Contractor will be using for the customer invoicing – a combination of the Contractor’s pricing plus the pass-through expenses.

36. **Question:** Page 36 Section 25: Do you have a list of these residence or any other educated guess about the number of these?

**Answer:** Please see response to Question #14.

37. **Question:** Page 37 Section 27 Last paragraph: Does the City’s yard waste/compost designated facility of Eagle Valley allow yard waste mixed with trash out of yard waste season?

**Answer:** The Township’s ordinance will cover the requirements for households to be in compliance with state’s yard waste ban.

38. **Question:** Page 38 Sections 31 and 32: What is the estimated number of units?

**Answer:** The estimated mobile home unit count is 427 and the estimated multi-family unit count is 1,482.

39. **Question:** Page 39 Paragraph 5: starts with Contractors shall... How do we bill for the extra service created by the extra cart(s)?

**Answer:** Contractors would apply the extra cost to the individual residence requesting the extra service – using Attachment C: Cost Proposal Form D – Additional Carts Requested by Service Unit.

40. **Question:** Page 43 Section 4: At what point do we get to suspend service for non-payment?

**Answer:** The Township’s ordinance will provide a process that outlines the steps the Township will take for non-payment.

41. **Question:** On page 4, RFP indicates Township may hold proposals for 180 days prior to making award exception. Would the Township consider reducing this to 60 days because it is not uncommon for costs to increase? The term of 60 days is standard in the industry and is use by nearly all municipalities soliciting for refuse service.

**Answer:** The Township requires a longer period of time given the additional steps requiring Township Board action in order to establish the single hauler program – including ordinance adoption. Contractors
are encouraged to include in their proposal response any exceptions to this – using Form K, Exceptions to the Agreement.

42. Question: Page 31 – Quarterly settlement – please define administration and other pass through costs collected.

Answer: See the response to Questions #33 and #35 that reference an annual process for establishing the rate structure based on the selected Contractor’s pricing and the Township’s pass-through costs. The referenced quarterly settlement is part of the accounting for that process – documenting the pass-through costs that were collected in that quarter and transferring those funds to the Township.

43. Question: Page 31 – RFP indicates we will submit a bid for 1) waste going to township specified location w/o disposal charge 2) waste going to contract location with disposal; however on page 31, township indicates that will have a number of expenses that will be embedded in the rate structure which includes annual operation cost for its recycling incentive program and cost for waste disposal and recycling processing as well as communication. Could you please define and what these costs may be and how are they quantified?

Answer: Once the final decisions are made on the disposal and recycling processing locations and arrangements the financial arrangements covered in the answers to Questions #33, #35 and #42 would apply.

44. Question: Page 21 – Adverse weather designation should be defined by Contractor and/or mutually defined. Safety for public and drivers is primary.

Answer: The Township is counting on the expertise and experience of the selected Contractor on these operational procedures. Contractors should include in their proposal specifics on the approaches that they recommend operationally.

45. Question: Page 18. – Is the township open to eliminating language about a smartphone app? Will it take alternate bids excluding this expensive and rarely used option in the trash removal industry?

Answer: The Township is committed to incorporating mainstream technologies that are rapidly becoming part of the customer package in the service sector. Contractor’s should call out any exceptions to the RFP requirements in Form K: Exceptions to Agreement.

46. Question: Page 18 – Will the township strike provision that allows the community to track service in real time?

Answer: The Township is committed to incorporating mainstream technologies that are rapidly becoming part of the services offered to municipalities in this sector. Contractor’s should call out any exceptions to the RFP requirements in Form K: Exceptions to Agreement.

47. Question: Do you have any information on the frequency of pickup for multi-family units?

Answer: the five (5) Orion Township apartment complexes dumpster collection and how they are currently scheduled for trash removal as follows:

- Indian Lakes Village Apartments - Lapeer Rd.
  - Twice (2) weekly - Tuesday & Thursday
  - 13 dumpsters, 394 residential units
- Orion Cove Apartments - Kimberly Street
  - Twice (2) weekly - Tuesday & Friday
  - 14 dumpsters, 114 residential units
- Sycamore Creek Apartments - Baldwin Rd.
  - Twice (2) weekly - Monday & Thursday
  - 12 dumpsters, 399 residential units
- Waldon Lakes Apartments - Waldon Rd.
  - Three (3) times a week - Monday, Wednesday & Friday
  - 15 dumpsters, 201 residential units
- Oak Forest Apartments – Casemer Road
  - Unknown collection frequency
  - Two (2) dumpsters, 40 residential units
Attachment A

List of Attendees at Orion Township Pre-Proposal Meeting

Charter Township of Orion Supervisor's Office
Meeting Sign-In Sheet

Pre-Proposal Meeting: RFP-Recycling, Yard Waste, and Solid Waste Collection,
Subject: Transportation, and Disposal Services
Date/Time: May 13, 2019, 3:00 p.m.

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<tr>
<td>Darro Loner</td>
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<td>daloner@advanced disposal.com</td>
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<td>248-504-2535</td>
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<tr>
<td>Mendi Lane</td>
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<td>248-374-0321</td>
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<tr>
<td>Brian Carney</td>
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<tr>
<td>Don随视</td>
<td>GFL</td>
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<td>Mary Jo Van Natter</td>
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<td>586-945-0009</td>
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<td>Scott Catewan</td>
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<td>Ann Kelly</td>
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<td>248-655-7025</td>
</tr>
<tr>
<td>Mike Freed</td>
<td>Orion Trust</td>
<td><a href="mailto:mfreed@oriontrust.com">mfreed@oriontrust.com</a></td>
<td>248-821-2532</td>
</tr>
</tbody>
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Chris Barnett, Township Supervisor
Samantha Timko, Chief Assistant
Brian Birney, Township Trustee
Dated: May 1, 2019

Orion Township is currently seeking proposals from interested and qualified firms to provide recycling, yard waste, and solid waste collection, transportation and disposal services. Proposals will be received by Orion Township, c/o Samantha Timko, Executive Assistant, Supervisor’s Office, 2525 Joslyn Road, Orion Township, MI 48360 until EXACTLY 12:00 p.m. local time, June 17, 2019 at which time and place the names of proposers will be publicly read aloud.

A MANDATORY pre-proposal meeting has been scheduled for May 13, 2019 at 3:00 p.m. at Orion Township 2525 Joslyn Road, Orion Township, MI 48360.

A bid bond or certified check in the amount of Fifty Thousand ($50,000.00) dollars must accompany each proposal response.

Orion Township officially distributes proposal documents through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those Contractors who obtain proposal documents from MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with Orion Township is to become a registered Contractor by visiting the MITN website - https://www.bidnetdirect.com/mitn

Final proposal results will be posted on the MITN website after award. Specifications are attached. Any deviation from the specifications must be noted on the proposal.

ORION Township RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

Please submit proposal on or before the date and time given above to:

Clerk Penny Shults, Clerk’s Office, 2525 Joslyn Road, Orion Township, MI 48360

All proposals (7 copies) must be submitted in a Sealed Envelope marked “RFP – RECYCLING, YARD WASTE, AND SOLID WASTE COLLECTION, TRANSPORATION AND DISPOSAL SERVICES”. The Technical and Cost Proposals must be separately packaged within the Sealed Envelope.
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SECTION 01 - INTRODUCTION/BACKGROUND

1. OVERVIEW
Orion Township is requesting proposals from qualified Contractors (Proposers) to provide solid waste, recycling and yard waste collection, transportation, processing and disposal services. The initial term of the collection contract is anticipated to begin January 1, 2020. The term of the contract will be a service period of five (5) years with an option to renew for up to five (5) additional years.

The Request for Proposals provides specifications for required and optional service types for Orion Township. Requirements and qualifications are defined in detail within this Request for Proposal (RFP).

To respond to this RFP, interested proposers must include a response to all criteria and complete all forms provided within the RFP. Failure to include a response to all the evaluation criteria may be cause for rejection.

Attendance at the Pre-Proposal meeting is mandatory. The meeting will explain the RFP process and clarify the contents of this solicitation. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to Orion Township at this meeting. Orion Township will then determine the appropriate action necessary, if any, and may issue a written addendum/amendment to the Request for Proposal.

Please carefully review this document. This document is a Request for Proposal. It differs from an Invitation to Bid/Quotation in that Orion Township is seeking a solution as described herein, not a bid/quotient meeting firm specifications for the lowest price. Proposers are to provide their proposed solution based on their professional knowledge and developed around the general requirements defined within this proposal. As such, the lowest price proposed will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service, of which experience and strength of operations, technical proposal and financial capacity, may be overriding factors and price may not be the primary determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a proposer’s approach meets the desired requirements and needs of Orion Township. The criteria that will be used and considered in evaluation for award are set forth in this document.

Orion Township reserves the right to split or abstract any or all proposals and award multiple contracts from the same Request for Proposals, when in its judgment it best serves Orion Township. Orion Township encourages cost effective recommendations, suggestions, and alternatives.

Orion Township recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. Orion Township further recognizes that the products and services Orion Township buys have inherent environmental and economic impacts and that Orion Township should make procurement decisions that embody, promote, and encourage Orion Township commitment to the environment. Orion Township encourages potential Contractors to bring forward emerging and progressive products and services that are best suited to Orion Township’s environmental principles.

Orion Township may hold proposals for a period of one hundred eighty (180) days from opening, for the purpose of reviewing the results and investigating the qualifications of proposers prior to making an award. Orion Township reserves the right to waive any irregularities and accept or reject any or all proposals submitted.
The Contractor(s) shall be responsible for providing and maintaining all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to collect, transport, process and dispose of the designated solid waste, yard waste and recyclables in accordance with all applicable local, state and federal requirements.

2. SUBMITTAL GUIDELINES
   a. Submit one (1) original, six (6) copies and one (1) electronic copy;
   b. It is the proposer’s responsibility to clearly identify and describe the services being offered in response to this solicitation;
   c. The solicitation forms must be completed legibly and in their entirety;
   d. All required information must be furnished and presented in an organized, comprehensive and easy to follow manner;
   e. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired;
   f. Elaborate artwork; expensive paper, bindings, visual and other presentation aids are not required;
   g. Proposals should be printed on two sides and recyclable;
   h. The Transmittal Certificate Letter must be signed; and
   i. Faxed and/or emailed proposals WILL NOT be accepted.

3. EXCEPTIONS
   All exceptions must be identified and included as explained in detail in Section 6 of this Request for Proposals. All aspects of the Request for Proposals and the contract terms contained in it are binding to the successful Contractor and its proposal. Contractors must call out any desired exceptions to specific requirements of the Request for Proposals and the contract terms in their proposal at the time of submittal, so that the request can be considered in the Contractor selection process. These exceptions are required to be noted in the Technical Proposal Forms: Exceptions. Orion Township will not be obligated to consider any requests for exceptions to specific requirements of the Request for Proposal and the proposed contracts made by the selected Contractor after the due date for the proposals.”

4. TERM
   The term of the contract will be a service period of five (5) years with an option to renew for up to five (5) additional years.

5. ADDENDA TO REQUEST FOR PROPOSAL DOCUMENTS
   No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Contractor with the exception of questions posed at the mandatory pre-proposal meeting. Otherwise, Contractors must request such interpretations or clarifications from Orion Township. Request for information or clarification of this RFP must be made in writing and addressed to the address or email address listed below, with email being the preferred method of communication. Questions should reference the RFP page and section number.

   Samantha Timko
   Chief Assistant, Supervisor’s Office
   2525 Joslyn Road, Orion Township, MI 48360
   stimko@oriontownship.org

   Questions relative to this solicitation must be submitted in writing prior to May 13, 2019. If explanations are necessary, a reply will be made in the form of an addendum, which will be posted on the MITN system. No negotiations, decision or actions shall be initiated by any firm as a result of any verbal discussion with any individual Township employee prior to the due date or during the evaluation process. All
communications shall be conducted through Samantha Timko, unless specific written documentation is provided to the Contractor.

Orion Township reserves the right to change or amend the RFP documents, prior to the proposal due date by the issuance of Addendum posted on the MITN website. It shall be the Contractor’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all Contractors shall be bound by such changes or addenda. The authorized version of this Request for Proposals document shall be that document appearing on the MITN with amendments, addendums and updates.

Orion Township reserves the right to disqualify any proposer who contacts any Orion Township employee, elected official, representatives, or agent concerning this RFP other than in accordance with this section. Nothing in this section shall prohibit Orion Township from conducting discussions with proposers after the proposal opening.

SECTION 02 - SCOPE OF SERVICES

1. PROPOSAL OF SERVICE AREA
Orion Township is a residential community in north-east/central Oakland County, Michigan with an approximate population of 33,469 and 35.9 square miles of land with approximately 14,803 households. The community includes important financial and business operations, service employers, as well as retail trade and manufacturing divisions. Orion Township motto is “Where Living is a Vacation,” maintaining approximately 570 acres of recreational land, and is committed to obtaining citizen input for future developments.

Orion Township is an organized form of government with the Orion Township Supervisor as the Chief Administrative Officer and as the Chair of the Board of Trustees, which is the legislative power in Orion Township. The Supervisor’s Office is responsible for all the operating agencies of the municipality (except the offices of the elected Clerk and Treasurer) and other duties that may be delegated by the Township Board. The Supervisor oversees the following Departments: Assessing, Building, Fire, Parks & Recreation, Police, Public Services (Buildings & Grounds, and Water & Sewer).

General information regarding the Orion Township is available at http://oriontownship.org/Home.aspx

2. GENERAL DESCRIPTION OF WORK
Through this RFP, Orion Township hereby invites Contractors that meet the qualifications set forth herein to submit proposals to provide the requested services for Orion Township residents under an exclusive single hauler contract for a five (5) year period that may be extended or renewed after the initial term one time, for a period of up to five (5) years. The successful Contractor would be the exclusive provider of these services to all residential units in Orion Township except those residences in condominiums and multi-family structures that receive dumpster service. A provision is included in this RFP for Contractors to propose solutions to provide exclusive services to condominiums and multi-family structures that receive dumpster service.

Orion Township goals for the program include:
• Lowering costs to citizens
• Providing better services to residents
• Reduced congestion and other transportation improvements
• Lowering road maintenance costs
• Environmental Quality
• Extending landfill life in Michigan
• Improve appearance of recreational parks
• Increasing public safety

The component services that are being solicited to achieve those goals include:
1. Solid waste collection from all residential units that are not serviced by dumpsters
2. Single stream recycling, yard waste and bulky item/white goods collection for all residential units that receive solid waste service
3. Delivery of solid waste to a Township designated state licensed landfill or to a state licensed landfill proposed by the Contractor
4. Delivery of single stream recyclables to a Township designated recycling processing site or to a recycling processing site proposed by the Contractor
5. Delivery of yard waste to a yard waste processing site proposed by the Contractor
6. Provision of the customer service function including invoicing for and processing all service payments from each service unit
7. Delivery of solid waste and recycling roll-carts (manufactured to Township roll-cart specifications – and to be owned by Orion Township after delivery) to all residential units under the contract and replacement units for existing roll-carts as required during the course of the contract.
8. Provision of optional yard waste carts
9. Coordination with the participation incentive system for recycling (e.g., RecycleBank or equivalent) under separate contract to Orion Township
10. Support for collaboration on program education with Township

Orion Township recognizes that collection and disposal/processing costs may vary depending on the location of the landfill and recycling processing facilities. The Cost Proposal Forms in this RFP include a provision to allow the Contractor to show cost differences for direct hauling to the Contractor's proposed sites (at full cost to the Contractor) compared to direct hauling to the landfill or recycling processing facilities identified by the Orion Township (at no additional cost to Contractor).

SECTION 03 - GENERAL REQUIREMENTS

1. MANDATORY REQUIREMENTS
The successful firm shall ensure and understand:
   a. Firm will work closely with Orion Township staff during all phases of the work. The successful firm will be considered a key part of the project team. A strong, positive working relationship must be maintained.
   
b. All licenses required for a discipline shall be obtained and maintained throughout the terms of this Contract, including all licenses, permits, certificate and governmental authorizations necessary to perform all its obligations under this Contract. Upon request, Contractor shall furnish copies of any permit, license, certificate or governmental authorization to the Program Manager or designee.
   
c. The firm will provide a single point of contact for the duration of the contract.
   
d. The firm will meet with applicable Orion Township committees to review project status, project budget and project planning, as required.
   
e. The selected Contractor will be required to sign a service agreement/Contract with Orion Township.
f. No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to Orion Township upon any debt or contract or that is in default as surety or otherwise or failed to perform faithfully any previous contract with Orion Township.

g. To be considered, proposers must submit a complete technical and cost proposal response to this Request for Proposals, in accordance with the Submission Requirements and Forms contained within this document. The submitted proposal must be signed by an official authorized to bind the Contractor to their provisions. The Request for Proposals response must include a statement from the Contractor as to the period during which its proposal will remain in effect. This period must be at least 180 days from the due date of the Proposal.

h. No proposal will be permitted to be withdrawn after it has been deposited with Orion Township.

i. Contractors must respond to this Request for Proposals using the format and forms provided by Orion Township. Failure to conform to the specifications will be considered non-responsive and may result in disqualification. Any deviation from the scope of work must be noted in the proposal and submitted in the format as outlined in Section 6 EXCEPTIONS of this Request for Proposals document.

j. Proposers shall inform themselves and comply with all pertinent Orion Township regulations and ordinances, State and Federal laws, licenses and tax liability, which may in any manner affect their proposals and execution of the work.

k. The Contractor shall pay all Federal, State and local taxes including, but not limited to property taxes, sales taxes, social security taxes, income taxes and fees, which may be chargeable against the labor, material, equipment, real estate or any other items necessary in the performance of this contract, except for: (1) additional fees that are imposed upon the Contractor by Federal or State legislation enacted following the effective date and (2) exceptions otherwise noted.

l. Contractor’s employees, subcontractors or agents, either as a result of or arising out of any act(s) in the performance of any duty under this Contract, shall not be considered to be an Orion Township employee or Orion Township agent. The Contractor agrees that it shall be solely and completely liable for any and all Contractor’s employees, subcontractors or agents’ past, present or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances of reimbursements of any kind, including, but not limited to, workers’ compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any Contractor agent’s employment status or any alleged violation of any Contractor’s agent’s statutory, contractual, constitutional or civil rights by the Contractor or Orion Township. The Contractor will indemnify and hold harmless Orion Township from and against any and all claim(s) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to any Contractor’s employees, subcontractors or agents’ wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this paragraph.

m. Proposers shall visit the contract area and shall completely inform themselves of relative traffic congestion, types of housing, commercial, industrial and other property types, population density, collection procedures, required labor and other conditions and factors, local and otherwise, which would affect execution and completion of the work at the prices proposed. Such considerations shall include the arrangement and condition of existing structures and
facilities, the availability and cost of labor and fuel, facilities for transportation and handling and storage of materials and equipment. Normal development and/or redevelopment including all types of road construction must also be considered. All such factors shall be properly investigated and considered in the preparation of the proposal. There shall be no subsequent financial adjustment for lack of such prior information.

n. Sealed proposals shall be delivered to Orion Township offices c/o Samantha Timko at EXACTLY 12:00 p.m. (local time). Prospective Contractors are responsible for the timely receipt of their responses. Late submittals will not be considered or accepted. Faxed or emailed proposals are not accepted. All proposals shall be in accordance with the purchasing policies of Orion Township and the requirements of this document to be deemed “responsive.” All information requested herein shall not be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.

o. All proposer’s names shall be read publicly and recorded at the date and time specified. Cost proposals will not be opened at that time. Proposals may not be withdrawn after the submission deadline.

p. Prices shall remain firm for 180 days or proposal award and approved contract, whichever comes first.

q. All proposals must be accompanied by a bid bond, satisfactory to Orion Township, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to Orion Township in an amount equal to fifty thousand dollars ($50,000).

r. Any Orion Township Ordinance 73 licensed contractor who submits a Response to this Request for Proposals and is not the successful bidder, voluntarily agrees to: 1) timely remove carts upon expiration of any contract or expiration of the Township’s License; 2) within thirty (30) days rebate all customers for services paid but not yet provided; and 3) waive and release any right or benefit as an Ordinance 73 License Holder, and agrees to give up the License upon the Township’s selection of an Exclusive Waste Hauler and determination of the Contract’s effective date (anticipated to be by December 31, 2019).

s. Orion Township reserves the right to change or amend the Request for Proposals documents, prior to the opening date by the issuance of Addendum. It shall be the proposers’ responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all bidders shall be bound by such changes or addenda. All addenda will be posted on the MITN website.

t. Proposers are advised that the Request for Proposals is considered to be under evaluation from the opening date until contract award. The Orion Township staff are restricted from giving any information relative to the “progress” of the evaluation during this time, except as described in this Request for Proposals and as required to administer the evaluation process. Proposers will be notified when an award is made, and a notice will be posted on the MITN website.

u. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. Orion Township will furnish the successful proposer with tax exemption information when requested.

v. Orion Township may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. Orion Township reserves the right to delete
or add work without penalty or changes in the unit prices of the proposal. Time of completion affected by such changes shall be adjusted at the time of ordering such changes.

w. Orion Township is not liable for any costs incurred by prospective Contractors prior to signing of a contract. The issuance of this Request for Proposals, selection of a Contractor, approval of contractual agreements or completion of the project does not in any way assure or imply any kind of legal preference in contested cases before a legislative, judicial or regulatory body.

x. All supporting documentation shall become the property of Orion Township unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

y. Orion Township reserves the right to reject any or all proposals. Proposals may be rejected in the case of omission, alteration of forms, additions or conditions not called for, incomplete proposals, erasure or irregularities of any kind in the discretion of Orion Township.

z. Orion Township reserves the right to reject any or all proposals, to waive any informality in the proposal received and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of Orion Township or to award to multiple proposers.

2. NON-DISCRIMINATION
It is the policy of Orion Township to provide fair and reasonable opportunities for participation. During the performance of the agreement, the successful contractor, subcontractors, employees and agents, will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sec, height, weight, marital status or because of a handicap that is unrelated to the person’s ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors, subcontractors and agents. The Contractor, subcontractors, employees and agents also agree to comply with all applicable federal, state and local laws in the conduct of work. A breach of this covenant shall be regarded as a material breach of this contract.

3. INSURANCE
The Contractor shall not commence work under this contract until evidence of the required insurance has been secured and provided as detailed under this section. All coverages shall be placed with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to Orion Township. A new certificate of insurance shall be provided to Orion Township each year at the time of policy renewal. New certificates shall be delivered to Orion Township in the same format and language as outlined in the sample certificate. The purchase of insurance and the furnishing of a certificate of insurance shall not be construed to be fulfillment of the Contractor’s indemnification obligation to Orion Township.

The Contractor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Contractor to maintain the required insurance shall be grounds for contract cancellation.

a. Worker’s Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Worker’s Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
b. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $5,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability with limits of liability not less than $5,000,000; (C) Independent Contracts Coverage; (D) Broad Form General Liability Extensions or equivalent.

c. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than $5,000,000 per occurrence and/or aggregate combined single limit Bodily Injury and Property Damage. The limits of liability shall not be less than $5,000,000 per occurrence and aggregate combined single limit Bodily Injury and Property Damage when the Contractor is using a transfer station.

d. Pollution Liability Insurance: The Contractor shall obtain coverage for the duration of this contract for pollution legal liability (environmental impairment liability) including investigation and legal defense, for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed. Such insurance must provide coverage for both on-site and off-site cleanup costs and cover gradual and sudden pollution. Coverage shall contain a per contract aggregate endorsement. (Coverage limits to be determined).

e. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds. “Orion Township, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess”.

f. Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following. “It is understood and agreed that Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to ____________________________.”

g. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to Orion Township at least ten (10) days prior to the expiration date. The Contractor shall provide to Orion Township upon written request a certified copy of any insurance policy required under this contract.

h. Proof of Insurance Coverage: The Contractor shall provide Orion Township, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

The selected Contractor is further responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. The Contractor shall secure all necessary certificates and
permits from municipal or other public authorities and comply with all national, State and municipal 
laws, ordinances and regulations as may be required.

All drivers and operators of collection vehicles shall be licensed appropriately by the State of Michigan 
for operating those vehicles.

4. WAIVER/INDEMNITY
   a. Responsibility for Waste. Contractor shall be responsible for all collected material after it is 
      loaded into the Contractor’s collection vehicles.
   b. Waiver. The Contractor for itself, it’s successors and assigns further releases, waives, discharges 
      and covenants not to sue Orion Township, its officers, employees, agents and elected officials, 
      successors and assigns from and against any and all actions or causes of action, claims, demands, 
      liabilities, loss, damage or expense of whatsoever kind and nature, including attorney’s fees and 
      including claims for injury or death, on account of injury to the person or equipment of the 
      Contractor resulting directly or indirectly from the performance of the work above referred to, 
      however caused, including but not limited to, the negligence of Orion Township.
   c. Indemnity. To the fullest extent permitted by law, Contractor expressly agrees to indemnify, 
      defend and hold Orion Township harmless against all claims, suits, damages, expenses, costs, 
      attorney fees, losses and liabilities arising out of bodily injury or property damage, pollution, 
      contamination of or adverse effects on the environment or any violation of governmental laws, 
      regulations or orders resulting from Contractor’s performance of this Contract or collection, 
      transportation or disposal of materials, based upon any act or omission, negligent or otherwise, 
      of Contractor or any employee, subcontractor or other person acting on Contractor’s behalf in 
      connection with or incident to this contract or the work to be performed hereunder.

   Contractor’s obligation to indemnify, hold harmless and defend Orion Township shall survive 
the expiration or termination of this Contract. By entering the Contract, the parties do not waive 
any immunities provided by law.

5. PERFORMANCE GUARANTEES
   The awarded Contractor shall provide prior to execution of a contract, Performance Bond. The 
   Performance Bond shall be acceptable to Orion Township executed by a surety company licensed and 
   admitted to do business in the State of Michigan or otherwise secured in a manner satisfactory to Orion 
   Township in an amount of $500,000 each.

   Should the Contractor, its employees, subcontractors and agents fail, neglect or refuse to perform its 
   duties under the contract or shall otherwise be in default under the terms of the contract, Orion 
   Township may immediately notify the bonding company with copy to the Contractor solely as a point of 
   information. Due to the nature of the services being provided, Orion Township may take whatever steps 
   necessary to collect, transport and dispose of solid waste, recyclables and yard waste until the surety 
   provides an acceptable alternative. All costs incurred by Orion Township due to the default of the 
   Contractor, including attorney fees, shall be paid to Orion Township by the bonding company based 
   upon invoices submitted by Orion Township on a monthly basis. The cost so incurred by Orion 
   Township shall be paid by the bonding company for the remaining period of the contract from the date 
   of default.

6. EXCEPTIONS
   All aspects of the Request for Proposals and the contract terms contained in it are binding to the 
   successful Contractor and its proposal. Contractors must call out any desired exceptions to specific 
   requirements of the Request for Proposals and the contract terms in their proposal at the time of 
   submittal, so that the request can be considered in the Contractor selection process. These exceptions
are required to be noted in the Technical Proposal Forms: Form K - Exceptions. Orion Township will not be obligated to consider any requests for exceptions to specific requirements of the Request for Proposal and the proposed contracts made by the selected Contractor after the due date for the proposals.

7. ARBITRATION

The successful Contractor must agree to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relation to this agreement or the breach thereof. The Contractor’s agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor’s obligation to submit to such arbitration shall be subject to the following provisions:

a. Notice of demand for arbitration must be submitted to Orion Township in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to the claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.

b. Within fourteen (14) days from the date demand for arbitration is received by Orion Township, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.

c. The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.

d. The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

8. DEFAULT AND TERMINATION

In the event that the successful Contractor defaults in the performance of any of the covenants or agreements to be kept, done or performed by it under the terms of the Agreement, Orion Township will notify the Contractor in writing of the nature of such default. Within 24 hours following such notice, the Contractor shall:

a. Correct the default, or

b. In the case of the default not capable of being corrected within 24 hours, Contractor shall commence correcting the default within 24 hours of Orion Township’s notification thereof, and thereafter correct the default with diligence.

If the successful Contractor fails to correct the default as provided above, Orion Township, without further notice, shall have all of the following rights and remedies, which Orion Township can exercise singularly or in combination:

c. The right to declare the agreement together with all rights granted to the Contractor hereunder are terminated, effective upon such date, as Orion Township shall designate;

d. The right to rent or lease the equipment from the Contractor for the purpose of collection transporting and processing materials which Contractor is obligated to collect, transport and process pursuant to the agreement for a period not to exceed 18 months; in the case of equipment not owned by the Contractor, Contractor shall assign to Orion Township, to the extent Contractor is permitted to do so under the instrument pursuant to which the Contractor possesses such equipment, the right to possess the equipment. If Orion Township exercises its rights under this section, Orion Township shall pay the Contractor the reasonable rental value of the equipment.
e. The right to license others to perform the services otherwise to be performed by the Contractor, or to perform such services itself.
f. The right to pursue a claim for damages in any court with proper jurisdiction or seek any other relief permitted by law.

Either the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or a general action taken by or suffered by the Contractor under any insolvency or bankruptcy act shall constitute a breach of the agreement by Contractor and shall, at the option of Orion Township, terminate this agreement and hold the Contractor responsible for damages.

Orion Township shall reserve the right to terminate the contract without penalty upon written notice due to poor performance or for any reason deemed to be in its best interest. A designated representative of Orion Township will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in Orion Township’s best interest and will be final. Orion Township reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract, or do whatever is deemed to be in its best interest.

In the event sufficient budgeted funds are not available for a new fiscal period or Orion Township suspends its involvement in solid waste, yard waste and recyclables collection, transportation and disposal services, Orion Township shall notify the Contractor of such occurrence and the contract shall terminate, without penalty or expense to Orion Township.

9. ASSIGNMENT
A Contract awarded to the successful Contractor will not be assigned, delegated or subcontracted by the Contractor without the prior written consent of Orion Township, which consent shall not be unreasonably withheld, provided, however, that Orion Township is given 120 days-notice of said proposed assignment, delegation or subcontract, and that Contractor provides documentation of the qualifications and capabilities of the assigned, delegated or subcontracted party to perform the required services. For purposes of the contract, a transfer of more than ten (10%) percent of the stock of the corporation or interest in a limited liability company or partnership, or the sale or transfer of more than fifty (50%) percent of the assets of the Contractor to any person without the prior written consent of Orion Township shall be considered to be an assignment. Notwithstanding anything to the contrary in the Contract, Orion Township’s consent will not be required if the ultimate parent of the Contractor is merged with and into another entity or if Contractor assigns this Contract to an Affiliate of Contractor. “Affiliate” shall mean, with respect to the Contractor, any other entity that directly, or indirectly through one or more intermediaries controls, is controlled by, or is under common control with Contractor.

SECTION 04 - SELECTION PROCESS/EVALUATION CRITERIA

1. TENTATIVE TIMELINE FOR PROPOSAL PROCESS

| Distribution of RFP             | May 1, 2019 |
| Pre-Proposal Meeting             | May 13, 2019 3PM |
| Proposal Due Date                | June 17, 2019 |
| Evaluation                       | June 17-26, |
| Presentation/Interviews of Shortlist | June 26, 2019 (morning) |
| Selection/Negotiations           | June 26-July 10, 2019 |
| Township Authorization           | July 15, 2019 |
| Contract Preparation and Execution| July 16-22, 2019 |
| Begin Transition Activities      | August 1, 2019 |
2. **CONTRACTUAL REQUIREMENT**
   The contents of this document and the proposal of the successful Contractor will become contractual obligations with the proposal attached by reference to the final contract documents. Failure of the successful Contractor to accept these obligations may result in cancellation of the award.

3. **PROPOSAL CONTENT REQUIREMENTS AND PROPOSAL SUBMISSION**
   Proposers must precisely follow all of the instructions of the RFP. All proposals must include the entire RFP document, as the combination of the RFP and the Offeror’s response form the contract. Failure to conform to all content and packaging requirements may result, at Orion Township’s sole discretion, in rejection of an Offeror’s proposal. Proposals shall be submitted in two separately sealed packages, marked “TECHNICAL PROPOSAL” and “COST PROPOSAL”. Each package shall contain one (1) original, six (6) copies and one (1) electronic copy with proper signatures. The required contents of each package are described below:

   **Technical Proposal:**
   The technical proposal must include all information necessary for Orion Township to evaluate both the Offeror, and the Offeror’s proposal. It must address all issues of responsibility and responsiveness as set forth in the RFP. Additionally, all required (non-cost) forms, and the exceptions forms related to the Technical Proposal, shall be included and properly completed.

   **Cost Proposal:**
   The Cost Proposal shall include all information necessary for Orion Township to evaluate the Offeror’s proposed pricing, including any necessary supporting data. All required (cost-related) forms including the Offer and Award Pages, and any exception forms related to the Cost Proposal, shall be included and properly completed.

4. **EVALUATION CRITERIA**
   Submitted proposals are subject to the following exclusionary criteria. Those proposals failing to meet any or all of these criteria may be excluded from further consideration.

   a. Submitted after deadline for proposals
   b. Did not provide all required information or required number of copies
   c. No signature on binding transmittal letter
   d. Bid bond not provided with proposal
   e. Failure to submit the proposal response as identified in Section 3 above.

   Proposals not excluded through this process will then receive a separate and more comprehensive evaluation of the complete technical and cost proposal.

   Orion Township has a strong interest in selecting the Contractor with the best quality and most cost-effective proposal.

   Criteria described below will be ranked and incorporated into a proposal evaluation process for the purposes of evaluating and scoring the proposals that are submitted. Proposals will be evaluated based on the following criteria:

   1. **Experience and Strength of Operations**
      Orion Township will consider the experience and strength of operations of the Contractor’s proposed services. Each proposer will be evaluated in terms of demonstrated performance of
each proposer to implement the program elements described in this Request for Proposals and to attain Orion Township’s objectives for solid waste management, recycling and organics diversion and other services. Orion Township is seeking to identify proposers with demonstrated commitment to high performance, quality management and resident satisfaction. All proposals will be evaluated by criteria that will include, but are not limited to:

i. Implementation and administration, including individual billing, of recycling, yard waste, and solid waste collection, transportation and disposal systems for single family, multifamily, condominiums, mobile home parks, commercial, office municipal, and institutional generators, including equipment selection and route design;

ii. Demonstrated expertise in implementing customer service programs, including a complaint handling procedures via phone and on-line with rapid complaint response/resolution and performance measures with benchmarking to Orion Township expectations for high customer satisfaction for its residents – and timely communication with the designated Orion Township representative as so required;

iii. Experience in working with public agencies in the design, implementation and operation of public education and information programs that promote recycling and yard waste participation and diversion;

iv. Demonstrated expertise in using data management systems to assure accurate data collection, analysis, and regular reporting to public agency; and

v. References including Michigan communities.

Each proposer’s experience and strength of operations will be evaluated based on the information provided in their proposal. To be fully responsive to this criteria, Orion Township requires that proposers complete the references form located in Attachment B, Proposal Form J.

2. Technical Criteria and Contractor Selection
Orion Township will consider the technical aspects of the Contractor’s proposed service to determine if the proposer can meet the proposed performance specifications and criteria on a long-term basis. All proposals will be evaluated by criteria that include but are not limited to:

i. Capabilities and structure of project management team, relationship between management team and corporate management and internal controls;

ii. Demonstration of proactive steps taken to retain employees, especially drivers and supervisors that are critical to contract execution and customer satisfaction;

iii. Review of performance of services similar to those proposed by the proposer;

iv. Review of the Proposer’s detailed technical operations and equipment plans confirm the performance predictions as represented in the proposal;

v. Ability to meet implementation schedule and the soundness of the plan for transition to operations as described in the proposal;

vi. Commitment to equal employment opportunity; and

vii. Commitment to employee and public safety.

3. Financial Criteria and Contractor Selection
In evaluating cost structures submitted by proposers, Orion Township will compile and analyze the financial and performance factors provided in each cost proposal item. Orion Township will consider the Contractor’s proposed cost of providing the services requested and other cost factors in determining which proposers best meet the financial needs of Orion Township. All proposals will be evaluated by criteria that will include but are not limited to:
i. The financing capacity and strength of the proposer, especially the proposer’s ability to make needed start-up investment in equipment and systems;

ii. Verification that the proposed costs are consistent with the activities described in the proposal and the proposer’s operation and maintenance plans;

iii. The unit costs quoted by the proposer for each service type;

iv. Appropriateness of the basis for unit cost escalation; and

v. Financial sensitivity to changes in service.

By submission of a proposal, the Contractor is required to certify and in the case of a joint proposal, each party is required to certify as to its own organization, that in connection with this proposal:

- The costs in the proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such costs with any proposer or with any competitor; and
- Unless otherwise required by law, the costs, which have been quoted in the proposal, have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to award, directly or indirectly, to any other proposer or to any competitor.

Subcontracted firms, including disposal, recycling processing and yard waste composting facilities, must be approved by Orion Township. If subcontracting services are to be retained, the subcontractor’s names and addresses shall be provided in Attachment B, Form A.

The Contractor shall not subcontract, assign, delegate or transfer any or all portions of the work unless Orion Township grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The Contractor shall be fully liable for all acts and omission of its subcontractor(s) and shall indemnify Orion Township for such acts or omissions.

The selected Contractor shall take reasonable precaution in the selection of its employee’s and subcontracts assigned to do work under this contract to ensure their honesty, courtesy, abilities and fitness. All of Contractor’s employees shall wear approved uniforms and identification.

Adequate supervision meeting the requirements of the contract shall be furnished by the Contractor over employees and subcontractors at all times while they are working within Orion Township. Contractor agrees to reassign any employee or subcontractor who, in the reasonable judgment of Orion Township, is violating this provision or any other provision of this contract. No person under the age of sixteen (16) years shall be employed or engaged under this contract. No person whose age or physical condition is such to make such person’s employment dangerous to his health or safety or to the health or safety of others shall be employed under this contract, provided that this shall not operate against the employment of physically handicapped persons otherwise employable where such persons may be safely assigned to work which they are able to perform.

Contractor shall obtain at its own expense any license 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.

All proposals will be evaluated and ranked. Orion Township reserves the right to reject any and all proposals or to make an award based directly on the proposals. Orion Township reserves the right to negotiate separately with any proposer after the opening of the proposals, when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not
constitute acceptance, rejection or a counter-offer on the part of Orion Township. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to Orion Township.

Orion Township reserves the right to interview any number of qualifying proposers as part of the evaluation process. The decision of which proposer to contact (if any) will be based on the selection criteria outlined in this document and as determined in the evaluation process. Meetings with shortlisted proposers will provide additional information and criteria upon which Orion Township will base its selection decision. Orion Township reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

Orion Township is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience, references, or capacity, may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a Contractor’s approach meets the desired requirements and needs of Orion Township.

Orion Township reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the Contractor resulting from the requested changes are subject to acceptance by Orion Township. Changes may be increases or decreases.

SECTION 05 - GENERAL PROVISIONS

5. TERM
The initial term of this contract is for five (5) years commencing on January 1, 2020 and ending on December 31, 2024. Orion Township may, at its sole option, renew the contract for one (1) additional five (5) year term under the conditions set forth in the contract. Orion Township shall give the Contractor written notice of its intention to extend the contract period no later than 90 days prior to the last contract year in the term.

6. CUSTOMER COMMUNICATIONS, COMPLAINT HANDLING PROCEDURE AND INVOICING
Contractor shall provide a local customer service center accessible via phone, smartphone app, email and web.

The Contractor shall provide a staff person to be located in an office provided at Orion Township for the first 120 days of the contract period to ensure a smooth transition and handle customer inquiries.

Contractor shall handle all service, complaint and invoicing/payment contacts from Orion Township’s residents. Orion Township, should it receive any service, complaint and invoicing/payment contacts will immediately inform the Contractor designated representative of any service issues that have been identified as a result of those contacts (e.g., missed pickups, damaged containers, etc.).

- The Contractor shall maintain an active log of all contacts (missed pickups, service changes, complaints, payment issues, damaged containers, etc.) and close out all received service issues within 24 hours of receipt.
- Contractor will provide Orion Township with an email on a daily basis with an active link to an updated version of the log showing resolution of each service issue including description of issue, actions taken, responsible party for Contractor and any follow-up still required.
- Contractor will provide web accessible service issue tracking for all service units so that a City resident can check the status of their account and service issues on-line.
• Contractor will invoice each service unit at the beginning of each quarter of service for services scheduled to be provided for that quarter, with full itemization of services and cost of service—with all costs and charges taken from the current schedule of services and fees established by Orion Township agreement with Contractor.

• Contractor shall provide in their cost proposal Form A Item A-6
  o a percentage (%) discount for a one-year pre-pay
  o a percentage (%) discount for automated on-line bill payment
  o a senior percentage (%) discount
  o a veteran percentage (%) discount.
  o a cap on cumulative discount percentage (%) per account
  o a maximum annual service suspension credit per account

A. Contractor Educational Information and Outreach: City and the Contractor will work together to provide educational information on the collection services to all Service Units and conduct ongoing outreach campaign to encourage use of the recycling program.

• With City’s prior approval, Contractor will include informative recycling “start-up kits”
• With Orion Township’s prior approval, Contractor will provide mailings regarding the programs prior to program start-up and in response to informational requests.
• Residents participating in the program will have access to the Contractors website where they can access program information and link with the Township’s contracted recycling incentive program. Contractor will maintain the website and link to Orion Township’s site with Orion Township’s approval. Contractor shall not use Orion Township seal or logo without prior approval.
• Contractor shall provide continued improvement and expansion of a quality control program intended to educate all Service Units on improperly prepared or inappropriate materials.

B. Responsibility for New Service Units or Changes for Current Service: Orion Township will be responsible for providing all necessary information regarding new accounts. Orion Township shall provide new account information to Contractor on a timely basis to ensure proper service for the resident. Changes in service including suspension shall be handled between the Contractor and resident. Contractor is responsible for initiation of the service change within 24 hours of receipt from Orion Township unless otherwise specified in the Contract.

C. Basic Superintendence and Collection Route Management: As a basic level of service to Orion Township, Contractor shall give personal superintendence to the work or have a competent Supervisor available at all times with authority to act for Contractor. Contractor shall maintain an office in the metro Detroit area with a local telephone calling provision. Contractor’s telephone number for complaints shall be publicized and Contractor’s supervisory personnel shall be available via mobile cellular phones available to Orion Township Program Manager or designee. The office phone shall be well-attended for at least the hours of 8:00 am to 5:00 pm on all days when service is provided by the Contractor. An automated phone system is required after hours.

D. Customer Service Center: Contractor shall, at no additional costs, maintain a customer service center for the duration of the contract as follows:

• Office: Contractor will maintain a customer service office where inquiries and complaints can be received. The office will be open during the normal business hours of 8:00 am to 5:00 pm on all business days. Contractor will ensure that responsible persons are in charge of the office during collection hours and are available to receive inquiries and complaints during normal business hours.
• Telephone Information System: Contractor will maintain a customer service telephone information system with sufficient capability to handle phone inquiries for information on all collection services, the scheduled days of service, the materials that can be recycled and the procedure for reporting a missed pickup. Contractor will provide a telephone answering service
or mechanical device to receive Service Recipient inquiries during those times when Contractor’s office is closed.

- Service Recipient Calls: Orion Township will direct all service inquiries and complaints 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 Service Recipient calls as provided herein. 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 messages 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 minimum of three attempts within twenty-four hours of the receipt of the call. If Contractor is unable to reach the Service Recipient on the next business day, Contractor shall send a postcard to the Service Recipient on the second business day after the call was received, indicating that Contractor has attempted to return the call. All attempts to contact the caller shall be recorded in the customer service system.

E. Service Complaints: All service complaints will be directed by Orion Township to Contractor’s Customer Service Center. Logs will be maintained and provided to Orion Township daily, including date and time complaint received, name and address of complainant, nature of complaint, date and time complaint resolved and description of how complaint was resolved. Resolution of complaints shall be completed within 24 hours with notice of such to Orion Township.

F. Service Complaint Disputes: Contractor will handle all service complaints in a prompt and efficient manner as specified above. In the case of a dispute between Contractor and a Service Recipient on a service complaint, Contractor will refer the matter to Orion Township for review. Orion Township will review the matter and make a determination as to the resolution of the dispute.

G. Missed Collections: For those complaints related to missed collections that are received by 2:00 pm on a business day, Contractor will return to the Service Unit address and collect the missed materials before leaving the Service District for the day. For those complaints related to missed collections that are received after 2:00 pm on a business day, Contractor will have until the end of the following business day to collect the materials. At the end of each business day Contractor will utilize the customer service system to provide Orion Township with a response to each complaint which was received from a Service Recipient or Orion Township in the event the complaint was made during the preceding business day.

H. Repeated Missed Collections: Contractor acknowledges and agrees that it is in the best interest of Orion Township that all recyclable materials, yard waste, solid waste, and bulky waste/white goods be collected on the scheduled collection day. However, in the event Contractor believes any complaint to be without merit (e.g., late set outs or improper preparation), Contractor shall utilize the customer service system to notify Orion Township. Orion Township will investigate all disputed complaints and render a determination. Disputed complaints shall not be considered valid missed collection complaints for purposes of calculating missed pickups used for determining performance penalties until they have been determined to be valid by Orion Township.

I. Reporting to Orion Township: The customer service center will have the capability to report, via fax, internet or email to Orion Township on the status of service complaints and missed pickups by the end of each business day. Contractor shall provide web-based real time internet access for Orion Township to the Recycling program reporting system to allow Orion Township to review the Recycling Program performance status on demand.

J. Emergency Contact: Contractor will provide Orion 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.

K. Customer Service Disputes: Orion Township and Contractor shall use the following procedures to address the specific customer service disputes identified:

- Reporting of Problems and non-collections: Contractor shall use the customer service system on a daily basis to report all situations that prevent or hinder collection; all instances of non-
collection and the reason for the non-collection; all replacements, repairs and exchanges of containers. Except as otherwise provided in this Contract, to the extent possible, Contractor shall make such reports by the end of the business day in which the event occurred; where it is not possible to make such reports by the end of the business day, Contractor shall report such events no later than the end of the next business day.

- Notice to City: In the event Contractor cannot successfully contact an unresponsive Service Recipient with a service problem after three attempts, or cannot reach an agreement with such Service Recipient regarding a change in service, Contractor shall utilize the customer service system to provide Orion Township’s Program Manager or designee with the details of the service problems and the attempts at a communication with the Service Recipient. Orion Township’s Program Manager or designee shall respond to Contractor’s report and make a final written determination on resolution of the service problem.

7. SERVICE STANDARDS
Contractor shall maintain a high level of recyclables, yard waste, and solid waste collection, transportation, processing and disposal services. Contract waste shall be collected from all containers presently in use and in all forms presently used, unless otherwise determined during negotiations of this contract. The Contractor shall provide complete service for all routes each day as scheduled. The Contractor shall collect and transport all solid waste, recyclables and yard waste, which the property owner may desire to have removed and for which Orion Township has authorized the Contractor to so collect, transport, process and/or dispose for the price(s) as proposed herein. The Contractor shall not commence collection in residential areas prior to 7:00 a.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited.

The Contractor shall pick-up all blown, littered and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom and shovel for use in cleaning up any spilled debris or material from city streets, sidewalks or property when said spillage is caused by the Contractor. City may require the Contractor to wash down a street to eliminate objectionable odors. The Contractor shall exercise care in the handling of containers, making certain that containers are emptied completely. Care shall be taken to prevent damage to property, including lawns, shrubs and other plants.

Adverse weather shall not be considered reason for not providing services, unless approved by Orion Township’s Program Manager or designee.

The Contractor shall assign a qualified person or persons to be in charge of its performance of this contract and shall advise Orion Township of such person(s) in advance and when changes occur.

All persons employed by the Contractor shall be competent, skilled and qualified in the performance of the work to which they are assigned and as required by the specifications. All personnel shall maintain a courteous and respectful attitude towards the public at all times. The Contractor shall inform Orion Township of all employee-training programs, related to customer relations, services and safety issues. Contractor’s employees shall wear uniforms with company identification.

At no time shall the Contractor’s employees solicit, request or receive gratuities of any kind. The Contractor shall direct its employees to avoid loud/or profane language at all times during the performance of their duties. Any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of their duties or is dishonest, disorderly, intoxicated or discourteous, shall be subject to discharge by the Contractor.
Orion Township may request the dismissal or removal of any employee, subcontractor or agent of the Contractor who violates the provisions hereof, or who is wantonly negligent or discourteous in the performance of their duties.

All work shall meet with the approval of Orion Township administration or an authorized representative, as conforming to the provisions and requirements of this contract.

8. **UNITS SERVICED**

Orion Township may elect to decrease or increase types of services and/or service categories, as well as frequency of collection during negotiations and/or term of the contract.

For the purposes of responding to this RFP, the estimated number of units/categories that may be provided with curbside collection, transportation, processing and disposal services for solid waste, recycling, yard waste and bulky items/white goods are as follows:

**Single Family and Other Curbside Residential:** An assessment completed in March 2019 of single-family residences, provided by Oakland County Equalization, reported 11,793 single-family residential addresses. It is these 11,793 single-family residences that are most impacted by Ordinance 73, and will be required to purchase solid waste and recycling collection services under this single hauler agreement. It is anticipated that duplex, triplex and fourplex (2 to 4 units per structure) will also be covered by the curbside collection system, but specific counts are not available at this time for these additional customers.

Note that Orion Township is considering offering the curbside service to institutional and light commercial locations that are on or adjacent to curbside routes. The Cost Proposal Forms provide a means for showing the cost for these additional institutional and light commercial locations – identified as “Other Curbside:. No count is available at this time for the number of these units.

**Other Residential – Curbside Service:**
The following types of residential units receive carted waste and recycling service and are expected to be serviced under Orion Township’s single hauler contract for Solid Waste and Recycling but not Yard Waste. A separate cost proposal form is provided for these townhouse/condominium units.

Three examples are provided – Heron Springs Townhouses, Orion Lakes Mobile Home Park and Keatington New Town Condominiums.

Heron Springs Townhouses on Springfield Road

Curbside Roll-Cart Trash Containers  Curbside Recycling Bins
Orion Lakes Mobile Home Park on Brown Road

Curbside Trash Roll-Cart Containers

Curbside Trash Roll-Cart and Recycling Bin

Keatington New Town Condominiums – on Waldon Road - 359 Units

Four Units per Building
90 Buildings
Solid Waste is Collected and Stored in Room
To Far Right in this Picture

No Dumpster or Waste/Recycling Cart
Containers provided by Occupants
Pay for Service Through Association Dues
Other Residential – Non-Curbside Service:
The following types of residential units are not currently expected to be serviced under Orion Township’s single hauler contract for Solid Waste, Recycling and Yard Waste Collection, Transportation, Processing and Disposal. Orion Township is considering whether to extend a waste and recycling collection solution to this remaining portion of the residential sector in Orion Township. As an option, Contractors shall propose a solution for these dumpster based residential units. Major housing developments include Indian Lake Village, Waldon Lakes, Orion Cove and Sycamore Creek.

The following chart provides a breakout of current data as shown in the following examples

<table>
<thead>
<tr>
<th>Community</th>
<th>Address</th>
<th>Buildings</th>
<th>Units</th>
<th>Dumpsters</th>
<th>Indv.</th>
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<tbody>
<tr>
<td>Orion Cove Apartments</td>
<td>711 Kimberly, Lake Orion, MI 48362</td>
<td>19</td>
<td>114</td>
<td>14</td>
<td>-</td>
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<tr>
<td>Indian Lake Village</td>
<td>3001 Lake Village Blvd., Lake Orion, MI 48360</td>
<td>27</td>
<td>394</td>
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<tr>
<td>Sycamore Creek Apartments</td>
<td>3355 Thornwood Trail, Lake Orion, MI 48359</td>
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<td>399</td>
<td>12</td>
<td>-</td>
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<tr>
<td>Heron Springs Townhomes</td>
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<td>17</td>
<td>168</td>
<td>-</td>
<td>168</td>
</tr>
<tr>
<td>Oak Forest Apartments</td>
<td>151 Casmer Rd., Lake Orion, MI 48360</td>
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<td>40</td>
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<td>Waterstone at Village Square Apartments</td>
<td>3331 Towne Park Dr., Lake Orion, MI 48359</td>
<td>13</td>
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<tr>
<td>Waldon Lakes Apartments</td>
<td>2000 Elmhurst Cir., Orion Charter Township, MI 48359</td>
<td>13</td>
<td>201</td>
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<td>-</td>
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<tr>
<td>Baldwin Square Townhomes</td>
<td>4709 Club House Dr., Orion Charter Township, MI 48359</td>
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<td>89</td>
<td>-</td>
<td>89</td>
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<tr>
<td>Orion Lakes Mobile Home Community</td>
<td>47 Bluebird Hill Dr., Orion Charter Township, MI 48359</td>
<td>-</td>
<td>427</td>
<td>-</td>
<td>427</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
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<td><strong>1,909</strong></td>
<td><strong>56</strong></td>
<td><strong>761</strong></td>
</tr>
</tbody>
</table>

Indian Lake Village – Lapeer Road (M-24) – 13 Dumpsters

Single and Double Dumpster Enclosures

Room for Recycling Carts
as well as Trash Dumpster
Orion Cove – Kimberly Heights Road – 14 Dumpsters

Single and Double Dumpster Enclosures
Room for Recycling Carts
As well as Trash Dumpsters

Note Violations of Ord. 73, Sec. 11, 1., 2., 3.

Sycamore Creek Apartments on Baldwin Road – 12 Dumpsters

NOTE: Violation Ord. 73, Sec. 11, B, 1.,2.,3. No Enclosures

Walden Lakes Apartments – on Joslyn/Waldon Road – 5 Dumpsters

Single Dumpster Enclosure
Room for Recycling Carts
as well as Trash Dumpster

NOTE: Violation Ord. 73, Sec. 11, B, 1.,2.,3

Municipal/Institutional: A schedule of city operated service sites, container sizes and pickup frequency to be performed by the Contractor will be provided by Orion Township. Costs for such services shall be charged directly to Orion Township as a separate cost. Orion Township reserves the right to contract such services with Contractor or any other provider of such services.

9. COLLECTIO, TRANSPORTATION, PROCESSING AND DISPOSAL SERVICES
As specified in more detail later in this RFP, Contractor will provide weekly waste collection services year round. Contractor will provide weekly recycling collection services on the same day as waste collection. Contractor will provide weekly yard waste collection services from the beginning of the first
full week in April through the end of the second full week of December of each year on the same day as waste and recycling services. Contractor will provide bulky item/white good collection

No services of any type will be allowed on Saturdays or Sundays, unless otherwise approved by the Program Manager or designee. The Contractor shall not utilize Saturdays or Sundays as a designated collection day in the Schedule of Operations.

The Contractor shall honor the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Orion Township shall be responsible for publicizing any changes in collection schedules due to observance of the above holidays.

It is Orion Township’s intent to maintain the appearance of the community and not have trash in public view over the weekend. Therefore, a weekly 3 or 4 day a week collection schedule is anticipated with no scheduled collections on Friday, Saturday or Sunday. If necessary, Friday may be used as a “make-up” day for missed holiday days or other circumstances. As an additional alternate a 5 day a week collection schedule can be proposed and will be considered.

10. VEHICLES AND EQUIPMENT

The Contractor shall provide adequate and sufficient garages, shops and yards to provide all weather, year-round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the Contractor shall be kept and maintained in sanitary condition and in good repair. Orion Township would prefer vehicles shall be 2 years old or newer at the time of Contract startup. Vehicles, equipment and facilities shall be subject to inspection for safety, sanitation, repair and appearance and subject to approval or rejection by the Program Manager or designee at any time. Vehicle shall be kept in good repair and operating order, leak-proof and clean and free of objectionable odors. Rejected equipment must be replaced or repaired by the Contractor within a reasonable time, as stated by Orion Township’s Program Manager or designee.

Employees driving Contractor’s vehicles shall have a valid operator’s license of the State of Michigan and shall meet state and federal requirements concerning commercial licensing.

The Contractor shall not use Orion Township’s name or other words implying municipal ownership on stationery, vehicles or equipment, except for a sign on vehicles designating that the Contractor is an official City Contractor.

The Contractor shall not use or permit any vehicle assigned to the performance of this contract to make any non-contract related collections, unless approved by Orion Township’s Program Manager or designee.

All vehicles and equipment used in collection and transportation of solid waste, recyclables, and yard waste and other services within Orion Township shall be of sufficient size, capacity and number to adequately and efficiently collect solid waste, recyclables, and yard waste in accordance with the terms of this contract. Each vehicle shall be equipped with radio communication between vehicles and a base station. Contractor’s field supervisor(s) shall have a compatible mobile telephone available at all times to communicate with Orion Township’s Program Manager or designee.

Prospective proposers shall include in their proposal work plan a vehicle energy waste and emissions reduction plan highlighting the proposer’s plan to reduce vehicle fuel use and minimize community exhaust and idling emissions during the period of this contract.
Prospective proposers shall provide Orion Township with a spill response plan highlighting the proposer’s plan to respond to any releases to the environment during the period of this contract.

Prospective proposers are advised that the requirements of this section shall be strictly enforced. The proposer’s attention is directed to Attachment B, Forms C-I in the submission forms section concerning the vehicle and equipment schedule, which must be submitted by the proposer with the proposal.

11. CONTAINERS

Roll Carts: The Contractor will provide and maintain and replace as needed the recycling and solid waste carts to be distributed to each curb side route service unit. The Contractor will be responsible for providing original and replacement carts as required during the term of this contract matching the specifications of the carts with regards to construction, warranty, and labeling, with ownership of the carts remaining with Orion Township. The waste and recycling carts will each have a different city approved color (e.g. black for waste with black lid and green for recycle with a green lid) and city approved printing and labeling as “Trash” and “Recycling” carts.

Carts shall be standard ninety-five (95) to ninety-six (96) gallon capacity for both waste and recycling. The Township will work with the Contractor to allow households an opportunity before cart distribution to opt out of the larger cart for smaller 64 and/or 32 gallon carts for either waste or recycling. The registry of adjusted cart orders will be provided to the Contractor prior to cart ordering. A three month amnesty period will be provided after the initial cart distribution for households to request a cart switch. After that the Contractor may charge a switching cost, the terms and pricing to be approved by the Township.

All carts shall be manufactured to the specifications used by the Contractor for their own cart programs with regards to design and construction of the container body, lid, hinges, handles, wheels and axles. Labeling and identification shall be approved by the City. A minimum ten (10) year warranty is required – the container shall be warranted to be free from manufacturing or materials defects for non-prorated replacement for 120 months after delivery date. The Contractor shall keep an inventory of sufficient replacement carts as well as parts, and shall regularly update the Township, on request, of the status of that inventory. At the time of contract termination the inventory will be valued and that value reimbursed to the Contractor by the Township and possession of the inventory transferred to the Township or its designee.

Contractor’s unit pricing shall include assembly and distribution including a database (in MS Excel format) of all distributed carts including cart model, serial number, address delivered to and RFID code (if applicable). Township approved instructions shall be provided and attached to each cart with instructions for cart use and care and relevant waste and recycling program information that the Township will assist in developing.

The original and replacement cart cost should be embedded in the per unit pricing quoted in the proposal – provided, however, that the Township may be jointly purchasing some of the carts as provided below in the next paragraph – with the Cost Forms providing a means to show the cost impact on the per unit pricing in the Contractor’s proposal. Assumptions for the original and replacement rate should be provided to allow Orion Township to understand the Contractor’s proposed approach to these containers.

Contractor shall provide cart cost estimates in the cost proposals (See Cost Proposal Forms A-1 through A-5) for three scenarios: 1) Full cart costs are paid by the Contractor and embedded in the per unit pricing; 2) Full cart costs are paid by the Contractor with 50% of the purchase cost of the waste and recycling carts reimbursed to the contractor by Orion Township at the time of cart delivery and 3) 75%
of the cost of the recycling carts only will be paid by the Township to the Contractor’s cart provider at the time of cart delivery if Orion Township is the recipient of a State of Michigan grant and the rest of the costs are embedded in the per unit pricing. In all three scenarios, Contractor is responsible for ordering carts, taking cart delivery and delivering carts to service units.

Contractor shall remove and recycle any carts that are not compliant with this contract from service unit that wish to dispose of them.

The Contractor will provide new carts, matching the specification, to all additional service units added to the contract during the course of this agreement, with ownership of the carts remaining with Orion Township.

The Contractor shall provide service units with the option to pay for and have delivered to their location a 90+ gallon roll cart for yard waste collection, matching the same specifications for waste and recycling carts, with a different city approved color (e.g. brown with black lid) and city approved printing and labeling as a “Compost” cart, with ownership of the carts remaining with Orion Township as they are for waste and recycling carts.

The Contractor will provide an on-going cart maintenance program that meets Orion Township’s need for repair and replacement of damaged containers within one (1) week of customer request.

The Contractor will use asset tracking software to track all waste, recycling, and yard waste containers distributed and all containers exchanged during the program. The software must manage container inventories, repairs, deliveries, swap outs and other service requests in the field in order to maintain an accurate account database that will become the foundation for tracking participation in the recycling program. This software will maintain the proper code/serial number for each address and, when changes are made, the updated information will be sent in electronic format to both Orion Township and the recycling participation incentive system service provider. The Contractor will need to make this database available to the recycling participation incentive program provider (see next section) to enable the recycling incentive system to operate.

Dumpsters: For the municipal collection sites, Orion Township requires the Contractor to supply 8 cubic yard front load containers, with easy access side doors. These dumpsters will be owned by the Contractor and need to be clearly marked for trash or recyclables as indicated by the schedule.

12. RECYCLING INCENTIVES
Orion Township will independently contract with the recycling participation incentive program, RecycleBank or equivalent. The Township requires the successful contractor to provide GPS and service event data tracking on each truck and convey that data to the Township’s recycling participation incentive system. That system, as managed by the Township with tracking provided by the Contractor, will provide a unique account for each individual service unit (participating households or other similar service units) within the Township. Each account will have the ability to view transaction history including, but not limited to, recycling pick up, reward redemption and household environmental footprint calculation or equivalent environmental impact information.

13. LIQUIDATED DAMAGES
The Program Manager or designee shall notify the Contractor for each violation of the contract reported to Orion Township. It shall be the duty of the Contractor to take proper action to remedy the cause of the complaint within twenty-four (24) hours after notification. Failure to remedy the cause of the complaint within the specified time period shall constitute a breach of this contract. For the purpose of computing damages under the provisions of this section, it is agreed that Orion Township shall have the
authority to impose penalties due from the Contractor, for the following amount(s) as liquidated damages:

<table>
<thead>
<tr>
<th>Description</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to clean up spilled refuse or litter caused by Contractor or wash</td>
<td>$100.00 for each incident</td>
</tr>
<tr>
<td>down a street as requested by Orion Township to eliminate objectionable</td>
<td></td>
</tr>
<tr>
<td>odors</td>
<td></td>
</tr>
<tr>
<td>Failure to repair damage to customer property caused by Contractor or its</td>
<td>$250 per incident per location</td>
</tr>
<tr>
<td>personnel within 24 hours</td>
<td></td>
</tr>
<tr>
<td>Failure to promptly contain and clean up hydraulic oil, motor oil or fuel</td>
<td>$2,000 per incident</td>
</tr>
<tr>
<td>leaks</td>
<td></td>
</tr>
<tr>
<td>Failure to maintain equipment in a clean, safe and sanitary manner</td>
<td>$250.00 per incident per workday</td>
</tr>
<tr>
<td>Failure to complete all routine pickups by 6:00 p.m. on the scheduled</td>
<td>$250.00 for each failure or neglect of repeated instance at same site</td>
</tr>
<tr>
<td>day or otherwise comply with the hours of operation as required by this</td>
<td></td>
</tr>
<tr>
<td>agreement</td>
<td></td>
</tr>
<tr>
<td>Failure to collect solid waste, recyclables and yard waste within 24 hours</td>
<td>$100.00 for each failure or neglect of repeated instance at same site</td>
</tr>
<tr>
<td>after notification of complaint</td>
<td></td>
</tr>
<tr>
<td>Using vehicles assigned to the performance of this contract to make private</td>
<td>$500.00 for each instance</td>
</tr>
<tr>
<td>collections</td>
<td></td>
</tr>
<tr>
<td>Commingling refuse from private collections with City refuse in vehicles</td>
<td>$500.00 for each instance</td>
</tr>
<tr>
<td>assigned to the performance of this contract</td>
<td></td>
</tr>
<tr>
<td>Failure to maintain vehicle in operable condition and acceptable</td>
<td>$500.00 for each instance</td>
</tr>
<tr>
<td>appearance after inspection and notice by City</td>
<td></td>
</tr>
<tr>
<td>Failure to deliver collected waste, recyclables or yard waste to</td>
<td>$2,000.00 for each instance</td>
</tr>
<tr>
<td>designated and approved disposal and processing sites</td>
<td></td>
</tr>
</tbody>
</table>

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the Contractor would default. In the event the Contractor does default or otherwise abandon the project, Orion Township reserves the right to collect from the Contractor or its surety, in addition to the liquidated damages, the actual damages incurred by Orion Township as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by Orion Township’s Program Manager or designee and shall be billed appropriately each month to the Contractor. The decision of Orion Township’s Program Manager or designee in the matter will be binding.

14. CONTRACTOR’S COMPENSATION AND ADJUSTMENTS

Contractor shall charge and bill each services unit per the contracted and agreed to pricing schedule. Each service unit will be billed on a quarterly basis during the term of the contract.

Contract pricing as agreed to in the final contract shall remain firm for the initial five-year term of the Contract. The Contract price schedule will be reviewed and may be revised prospectively at the time of a subsequent Contract extension, should the parties agree to extend the contract in accordance with the provisions of the contract, and as negotiated between the parties hereto. There will be no adjustments for fuel.
If any adjustments to the pricing is mandated by laws and otherwise required pursuant to a Change in Law, the party requesting the adjustment shall submit to the other party a written statement setting forth the cause of the adjustment, the anticipated duration of the adjustment and the amount of the adjustment, as appropriate. Except to the extent that a longer period is otherwise specifically provided for in this Contract, any request for an adjustment due to a Change in Law shall be promptly negotiated in good faith within 30 days.

Contractor may pass through certain cost increases directly to the Customer to adjust for the following: (1) increases in direct costs to Contractor and to all other solid waste transporters and/or disposal facilities in Michigan, resulting from enactments, repeal or changes in federal, state, county or local laws, ordinances, rules or regulations with respect to taxes, fees or other governmental charges (other than income or real property taxes) that are adopted or promulgated after the Effective Date of the Contract and (2) exceptions otherwise noted. Also, Contractor shall pass through certain cost decreases in direct costs to Contractor and to all other solid waste transporters and/or disposal facilities in Michigan resulting from enactments, repeal or changes in federal, state, county or local laws, ordinances, rules or regulations with respect to taxes, fees or other governmental charges (other than income or real property taxes) that are adopted or promulgated after the Effective Date of the Contract. Orion Township shall be notified in advance of such pass through charges and relevant legislation.

15. BASIS AND METHOD OF PAYMENT

A. Billing to Service Units: The Contractor will be responsible for all customer billing to each service unit following the rate schedules approved by Orion Township as part of the service agreement. The Contractor shall provide, for quarterly statements to be mailed to each property owner, based on the rate agreed upon in the contract for each unit. Property owners shall make direct payments to the Contractor for the services. Invoices will be paid in advance by the Service Units.

B. Form of Invoice: The form of the invoice shall be written, with the Service Unit having an elective option to receive the invoice in electronic form. The invoice shall show an itemization of all charges, including percentage discounts along with calculations to demonstrate and provide evidence to the Service Units of all charges, fees, and discounts applied to their invoice and quarterly charges.

C. Monthly Report: For and inconsideration of the collection service performed in accordance with this Contract, Contractor shall submit to Orion Township a monthly report, in addition to the reporting requirements outlined in Section 6, Part 32, detailing monthly total activities to include service units, amounts billed, amounts paid, amounts past due (and age of receivable), new service requests, quantities and number of loads of trash, recyclables and yard waste and any other services provided under this Contract. The report shall also list delinquent payments including names, addresses (and service address, if different), and parcel identification number.

D. Electronic Payment Discount: Service Units paying quarterly invoices electronically with automated on-line payment option shall receive a discount from Contractor's Compensation Schedule. Service Units must sign up through the Contractor's website for the on-line payment option which shall not require electronic invoicing in order to receive the discount.

E. Annual Pre-Payment Discount: Service Units may annually pre-pay for collection services. Annual pre-payment will entitle the service unit to a discount, which will be applied at the time of payment.

F. Senior Citizen Discount: Senior Citizens (a homeowner 65 years of age or older) are eligible for a discount with the authorization of Orion Township and subsequent notification provided to Contractor.
G. **Veterans Discount:** Veterans (a homeowner with documented military service) are eligible for a discount with the authorization of Orion Township and subsequent notification provided to Contractor.

H. **Cumulative Discounts:** All discounts are cumulative up to the discount cap proposed by the Contractor and shall be applied at the time of Payment.

I. **Service Suspension Credit:** Service Units may notify the Contractor and suspend collection services for time periods at their discretion, during which time Contractor is to provide a drive-by availability of the Contract Service but is not required to collect solid waste, recyclables and/or yard waste until the Service Unit notifies Contractor to resume collection. If a Service Unit requests suspension of collection services for a consecutive period of a month or longer, then such Services Unit will receive a credit prorated on a weekly basis. The weekly pro-rated credit shall be calculated by multiplying the monthly rate by 12 and then dividing the total by 52. Each Service Unit may receive a maximum Service Suspension credit annually as proposed by the Contractor.

J. **Vacant or Foreclosed Homes:** Contractor may continue to invoice vacant or foreclosed homes until the Contractor is notified by Orion Township to discontinue service or that there has been a transfer of ownership. Orion Township will provide to the Contractor monthly reports on ownership transfers reported to Orion Township.

K. **Payment Disputes:** Payments disputes from Service units shall be the responsibility of Contractor.

L. **Quarterly Settlement:** Within 60 days after the end of each calendar quarter, Contractor and Orion Township shall agree upon a quarterly settlement that will include amounts Contractor collects from the Service Units that is passed through to Orion Township for administration and or other pass-through costs pursuant to the terms of this Agreement. Contractor or Township, as applicable, shall pay to Orion Township or Contractor, as applicable, any amounts due.

Orion Township will have a number of expenses to operate the program that will be charged to the Contractor, the cost for which will be embedded in the rate structure agreed upon in the contract for each unit. This may include Orion Township’s annual operational cost for its recycling incentive program and costs for waste disposal and/or recycling processing as well as communications regarding the program.

16. **DISPOSAL SITES**

Unless otherwise directed by Orion Township based on alternate solutions identified in this RFP, the Contractor is responsible for providing for the disposal of mixed solid waste and the processing of recyclables, yard waste/lawn debris and bulky items/white goods for the duration of the contract at site(s) which meet the requirements of Part 115 of Act No. 451 of the Public Acts of 1994, State of Michigan as amended.

The Contractor agrees to and assumes complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of solid waste, recyclables and yard waste, which are or might be necessary and required of the contractor by any authorized governmental agency. The Contractor further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government, including Orion Township, and to save Orion Township harmless from any violation therefrom.

The Contractor further agrees to assume responsibility for paying all disposal fees and other financial obligations for all materials collected, processed and disposed of at the facilities provided by the Contractor with the exception of the current per cubic yard landfill surcharge as included in Public Act No. 153 of 2003, Sec. 11525a. The Contractor should not include the per cubic yard landfill surcharge in their cost bid but shall pass through and collect the surcharge as part of their monthly billing on the
basis of the monthly volume of solid waste landfilled times the current amount per cubic yard. For the purpose of converting tons to cubic yards, the Contractor shall assume 2.55 cubic yards per ton of solid waste collected and landfilled.

Unless otherwise directed by Orion Township based on alternate solutions identified in this RFP, the Contractor shall make all arrangements necessary for disposing of, as well as any short time storage of all collected solid waste as well as processing of recyclables and yard waste, outside the limits of Orion Township.

Proposers must identify in their proposal the location and capacity of the site(s) to be used for 1) disposal of solid waste; 2) processing, composting and marketing of yard waste; and 3) processing and marketing of recyclables, and must furnish evidence that the site(s) meets the requirements of Part 115 of Act No. 451 of the Public Acts of 1994, State of Michigan, as amended. The Contractor shall provide Orion Township with any applicable operating license of each of the disposal, recycling and/or composting site(s) and subcontractor information for approval by Orion Township if not directly operated by Contractor. In the event it becomes necessary for the Contractor to change the disposal, recycling and/or composting site(s) during the contract period, the Contractor shall be required to notify Orion Township in writing of said change and submit documents verifying that the site(s) meet the requirements of Part 115 of Act No. 451 of the Public Acts of 1994, State of Michigan, as amended. A copy of the facility's license must also be submitted to Orion Township and subcontractor information for approval by Orion Township if not directly operated by Contractor.

17. ROUTES/ACCESS
Contractor shall adhere to established routes and days of collection as designated by Orion Township. Requested route changes shall be submitted in writing at least sixty (60) days in advance to Orion Township’s Program Manager or designee. Contractor shall obtain final approval in writing for proposed route change from Orion Township’s Program Manager or designee. Route changes shall not be unreasonably denied, except that the regular solid waste, yard waste, recyclables and bulky items/white good collections shall be performed on the same day. Notice of route changes shall be furnished to the affected property owners by the Contractor at no expense to Orion Township in advance of the proposed change after approval by Orion Township. In addition, Contractor shall provide Orion Township with prompt notice as to addresses, where refuse was rejected for collection due to non-compliance with the terms of this Contract.

The Contractor will not be required to pick up waste, recyclables, yard waste and bulky items/white goods if a road becomes impassable and prohibits access to a property unit from any direction on a roadway. The Contractor, however, will be required to notify Orion Township of this occurrence and will be required to pick up waste, recyclables, yard waste and bulky items/white goods at the nearest public roadway or at a point of closure.

Periodically major renovation is necessary to maintain the infrastructure of Orion Township. This includes such activities as replacing gas, water and sewer lines, surfacing or resurfacing streets, and replacing wiring for telephone electricity or cable television. If Orion Township’s Program Manager or designee is notified in advance of these activities the Contractor will be notified. However, it is not uncommon for work to be initiated without prior notification. Alternate service for the collection of waste, recyclables, yard waste and bulky items/white goods must be provided by the Contractor during this period of disruption. No additional fees shall be payable for services provided under these conditions.
18. PRIVATE DRIVEWAYS
The Contractor shall not be required, where curbside pick-up is established, to enter a private driveway, except in such cases where special back-door services are identified and approved by Orion Township. However, the owner of a property unit may arrange for such service directly with the Contractor. Any cost associated with providing such service is excluded from the solid waste, recycling and yard waste collection, transportation, processing and disposal contract and is a private matter between the owner of the property unit and the Contractor.

19. MAP OF ROUTES
Orion Township will make every effort to publish a map showing areas picked up on various days.

20. HAULING
All solid waste, recyclables, yard waste and bulky items/white goods hauled by the Contractor shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented.

21. STORMS AND OTHER DISASTERS
In case of a storm or other disaster, Orion Township’s Program Manager or designee may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the Contractor shall advise Orion Township’s Program Manager or designee of the estimated time required before regular schedules and routes can be resumed.

22. ADDITIONAL SERVICE
Orion Township shall not be responsible to the Contractor or the customer for any additional services provided at the request of the customer by the Contractor. The Contractor shall not charge any customer for services provided by Orion Township under the terms of the contract.

SECTION 06 - SPECIAL PROVISIONS

23. ALTERNATE SERVICE OPTIONS
Orion Township has identified several alternate services options that will be considered in the implementation of the program. Contractors shall offer proposed solutions, recommendations and/or suggestions relative to any or all of these alternate services options. Contractors shall provide cost proposals on the following options:

- Delivery of solid waste to a landfill under contract to Orion Township — WM Eagle Valley. For this alternative the Contractor would not include the cost of solid waste disposal in its proposed rate schedule in response to this RFP.
- Delivery of single stream recyclables to an Orion Township designated recycling processing site operated by SOCRRA or equivalent. Orion Township would negotiate the cost for tipping at this site separately with their designated recycling processing site. For this alternative the Contractor would not include the cost of recycling processing in its proposed rate schedule in response to this RFP.
- Working with Orion Township to introduce and provide a comprehensive waste and recycling collection solution for dumpster based residential units not covered by the curbside contract — including multi-family, condominiums and mobile home parks.
24. COLLECTION SERVICES
The following scope of services applies to all proposals:

The Contractor shall be required to maintain a high level of solid waste, recycling, yard waste and bulky items/white goods collection services. Contracted waste shall be collected from carts provided by Orion Township/Contractor. The Contractor shall collect and transport all refuse, rubbish, debris, recyclables, yard waste, bulky items and white goods which the property owner may desire to have removed, which Orion Township has authorized the Contractor to collect and transport for the price as quoted in the Contractor’s proposal.

The current applicable ordinances of Orion Township establish guidelines for transporting and disposing of solid waste, as well as vehicle operating requirements for waste haulers. A copy of the Solid Waste Ordinance can be found at:

http://oriontownship.org/Portals/33/ordinance/Ord073.pdf

Orion Township reserves the right to amend the applicable ordinances without affecting the rates to be paid the Contractor, providing the Contractor’s obligations are not materially altered.

A. Trash Collection
The Contractor shall operate a Township-wide curbside refuse collection, transportation and disposal system which results in the removal of all solid waste from all properties as designated by Orion Township and located within the corporate limits of Orion Township, Michigan.

Refuse means all animal and vegetable food waste and all waste which normally results from the operation of a household, except body waste and yard waste, including but not limited to rubbish, metals cans, papers, cardboard, glass jars, bottles, wood, ashes, sod, dirt, rocks, cement, bricks, small household appliances, furniture, plastics and any other household refuse small enough for one person to handle and no more than 50 pounds.

Residential property owners will place refuse in carts to be provided by the Contractor on behalf of Orion Township. All refuse must be placed in containers.

Contractor shall collect trash placed at the curb by eligible service units with the designated service area on a weekly basis, 52 weeks per year. The collection of trash shall be coordinated with other collection services so that all occur on the same day of the week. Such collection shall not be deemed a separate pay item.

This service will include Handicap/Back-door Pickups.

B. Residential Bulky Waste/White Goods
Residential Bulky Waste/White Goods shall be included in curbside residential trash pick-up and not as a separate pay item. Contractor shall pick up Bulky Waste once a month on the same day as regular trash collection. Contractor shall deposit in the same truck or separate truck(s) if necessary all bulky waste as defined herein, including but not limited to: fixtures and furniture, storm doors and windows, bicycles, bed framers, exercise equipment, grills, metal, lawn mowers, shelving furnaces, toilets, wheelbarrows, tubs, ladders, sinks, carpets and pads, railroad ties and fence posts or fences not exceeding 3’ x 4’ in dimension and small quantities of building debris resulting from repair or remodeling personally done by the home occupant, which have been placed at the curb properly tied or bundled in lengths of not more than five feet. Service units
shall be responsible for notifying the Contractor at least 24 hours in advance of the need for Bulky Waste/White Goods collection.

White goods shall include, but not be limited to, residential appliances such as water heaters, water softeners, water tanks, washers, dryers, stoves, air conditioners, refrigerators and freezers.

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 to ensure that Freon-contained materials, that are not tagged, are delivered to a designated facility for proper removal of the Freon as part of the Contractor’s responsibilities.

C. Orion Township Owned Buildings/Facilities
Township will require collection of trash and recyclables from Orion Township owned facilities as defined herein. These facilities shall be treated as separate pay items. Contractor shall review annually with Orion Township the container types and service frequency needed to meet the needs of all Orion Township Facilities. Orion Township shall be a participant in any recycling program offered. Contractor shall provide all waste and recycling containers needed for these services, which will adequately meet the waste and recycling containment needs generated at each facility.

D. Dumpsters for Festivals
Township will require dumpsters, collection and disposal of trash and recyclable containers and removal service for its Festival events. These services shall not be treated as a separate pay item. Contractor shall provide up to 8 dumpsters and 16 recyclable containers needed for up to 4 events per year.

E. Improperly Set Out Trash
Contractor shall affix to non-conforming containers or loose trash a sticker or tag approved by Orion Township stating the reason for the non-collection and notify Orion Township if collection is not made. Should Orion Township determine the Trash to be collectible, Contractor shall promptly return to the site and shall collect the Trash at Contractor’s expense.

F. Recyclables Collection
Contractor shall collect Recyclables placed at the curb by Service Units within the Designated Service Area, on a weekly basis, 52 weeks per year. The collection of recyclables shall be coordinated with other collection services so that all occur on the same day of the week. The recyclables will have been prepared by service units in compliance with recyclables guidelines as established by Orion Township and Contractor. Contractor shall continue to add to the list of Acceptable Recyclables identified in the guidelines to maximize the list to match the list of acceptable materials received at MRFs in the region. Contractor shall deliver all recyclables collected to a lawful MRF for recycling in order to meet the intent of the section to maximize recycling opportunities for Orion Township residents.

For the purposes of this proposed contract, a MRF is defined as a Material Recovery Facility that can receive the listed Acceptable Recyclables in commingled form – i.e.: mixed together as what is commonly known as “single stream recyclables”. The MRF must be able to sort the material to commodity material standards (e.g. mixed paper, #1 PET, #2 HDPE, UBC, etc.) published by industry for the purposes of sale as a feedstock industry. The SOCRRA MRF is a good example of such a facility, as is the RRRASOC MRF operated by Republic at 8 Mile and Greenfield.
There are other examples in the region. Note that it is acceptable to use a recycling transfer arrangement for tipping material as long as the material is protected from the elements and then transferred in larger trucks to a MRF as described above. In all cases the Contractor’s proposal must identify such arrangements, the specific locations, and the proposed business arrangement between the Contractor and the owner/operator of the MRF and/or recycling transfer site.

- **Residential Recyclables Set out and Collection Requirements:** Contractor shall collect, not as a separate pay item, recyclables placed at the curb by eligible service units using carts provided by Contractor/Township. This service will include Handicap/Back-door pickups. No recyclables container shall weigh more than 50 pounds. In the event the service recipient regularly produces more recyclables than can fit in a single cart, Contractor shall provide an option to purchase an additional cart. Contractor shall not collect such excess recyclables set out beside the cart.

- **Recycling Incentive System:** To encourage recycling, Orion Township will provide a program of recycling incentives to its residents under separate contract. The Township requires the successful contractor to provide GPS and service event data tracking on each truck and convey that data to the Township’s contracted operator of the recycling participation incentive system.

- **Orion Township Owned Buildings/Facilities:** Orion Township will require carts and collection of recyclables from Orion Township owned facilities as defined herein. These Service Units shall be treated as separate pay items. Contractor shall review annually and provide all carts needed for these services to meet the recycling needs of all Orion Township facilities. Orion Township shall be a participant in the recycling incentive program.

- **Improperly Set Out Recyclables:** Contractor shall affix to non-conforming recyclables a sticker or tag approved by Orion Township stating the reason for non-collection and notify Orion Township if collection is not made. Should Orion Township determine the Recyclables to be collectible, Contractor shall promptly return to the Site and shall collect the Recyclables at Contractor’s expense.

- **Commingling Recyclables:** Contractor is prohibited from commingling Recyclables in Contractor’s vehicles with non-recyclables and from delivery of Recyclables to any place other than the designated and approved MRF.

25. **HANDICAPPED/BACK-DOOR PICK-UP**

There may be residential units on the collection routes that are occupied by individuals, who have been determined by Orion Township to be unable to move solid waste, recyclables and yard waste to the curb. These locations will require back-door service by the Contractor, as part of the regularly scheduled collection, and as part of the proposed unit price(s), and not as a separate pay item. The Contractor will be required to bring the containers to the curb and return the container to the back-door.

26. **CHRISTMAS TREES**

As part of the proposed unit price and not as a separate pay item, discarded Christmas trees devoid of any ropes, lights, metal, plastic or other hangers shall be collected separately or chipped as part of the regularly scheduled collection required by this contract placed out for collection during Christmas week and the following three (3) weeks. During this time period, separately-collected and chipped Christmas trees shall be delivered to a designated compost site and not, under any circumstances, a landfill or disposal facility. No additional compensation will be provided to the Contractor for this separate curbside collection. Christmas trees placed out at any other time other than the above described period shall be collected as part of the regular collection. In addition to the reporting requirements outlined in Section 6, Part 32, the Contractor shall provide Orion Township with a report regarding the volume (number) of Christmas trees collected by February 1 of each contract year.
27. YARD WASTE/LAWN DEBRIS/FALL LEAF COLLECTION
Included as part of weekly regular curbside pick-ups, but as a separate yard waste collection unit price, the Contractor shall separately pick up, from the beginning of the first full week in April 1 through the end of the second full week of December, (37 weeks) unlimited separated yard waste, lawn debris and fall leaves as part of the regularly scheduled collection required by this contract.

All yard waste and lawn debris shall be transported to a designated compost site and under no circumstances a landfill or disposal facility.

Acceptable yard waste and lawn debris shall include grass clippings, weeds, leaves, small twigs, pruning’s, shrub clippings, garden waste materials and fruit; old potting soil, Halloween pumpkins, dirt incidental to minor plantings or edging of lawns; brush, branches, tree trimmings, shrub clippings tied and bundled; and small shrubs and bushes with dirt removed from root systems.

Acceptable yard waste and lawn debris shall include so called “woody” or “hard” yard waste as long as it is properly prepared. The Contractor is required to pick up tree branches or logs three inches (3”) in diameter or less and three feet (3’) in length or shorter that are tied or secured with string or twin in bundles no larger than eighteen inches (18”) in diameter.

The yard debris will be bundled as required, placed in large capacity craft/paper bags or placed loose in cans with a “yard waste recycling” or “compost” sticker on the container. Sticker to be provided by Contractor.

Brush, branches, tree trimmings, shrub clippings tied and bundled and set out for collection at other than the designated yard waste/lawn debris/leaf collection season shall be collected as part of the regular collection.

28. SINGLE STREAM COMMINGLED RECYCLING COLLECTION
Included as part of regular collection, but as a separate recycling collection unit price, the Contractor shall separately pick up on the same day as the regularly scheduled collection required by this contract, separated single stream commingled recyclable paper, bottles and cans, set-out as per the specifications identified by Orion Township and described below.

All recyclable paper, bottles and cans shall be transported to and tipped at a designated recycling processing facility.

Acceptable single stream commingled paper, bottles and cans include:

1. Newspaper, magazines, brochures and inserts
2. Corrugated cardboard (flattened) and paper bags
3. Paperboard boxes (cereal, pasta, tissue, etc.)
4. Pizza boxes (clean of food)
5. Greeting cards, regular and junk mail
6. Office paper
7. Phonebooks
8. #1, #2 and #4 through #7 plastic containers (no foam/Styrofoam)
9. Aluminum and metal cans (including aerosol cans)
10. Paperboard drink boxes and cartons
11. Glass bottles and jars (all colors)
12. Bulky rigid plastics (buckets, baskets, chairs, toys)
To encourage recycling by all property owners and types, potential users of curb cart recyclables collection services will be identified that are on or adjacent to the residential curbside recycling routes - examples being non-profit institutions, day care centers, small businesses, etc. The Contractor and Orion Township will make joint determinations regarding appropriate recycling curb cart locations for these units based on frequency of use and volumes generated as needed to maximize recovery.

29. MUNICIPAL BUILDING WASTE, RECYCLING AND YARD WASTE SERVICES

The schedule of Orion Township service sites, container sizes and pickup frequency to be performed by the Contractor are shown below. Costs for such services are to be charged to Orion Township as a separate cost.

<table>
<thead>
<tr>
<th>Service Location</th>
<th>Address</th>
<th>Dumpsters</th>
<th>Pickup Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Department</td>
<td>Station 1 on Anderson St</td>
<td>Do Not Service</td>
<td>None</td>
</tr>
<tr>
<td>Fire Department</td>
<td>Station 2 3801 Giddings Rd</td>
<td>6 CY Dumpster</td>
<td>1x Week</td>
</tr>
<tr>
<td>Fire Department</td>
<td>Station 3 3365 Gregory Rd</td>
<td>None – 1 Roll-Cart</td>
<td>1x Week</td>
</tr>
<tr>
<td>Fire Department</td>
<td>Station 4 465 S. Baldwin Rd</td>
<td>None – 1 Roll-Cart</td>
<td>1x Week</td>
</tr>
<tr>
<td>Township/OSCO</td>
<td>2525 Joslyn Rd</td>
<td>6 CY Dumpster</td>
<td>1x Week</td>
</tr>
<tr>
<td>DPW Garage</td>
<td>2685 Joslyn Rd</td>
<td>6 CY Dumpster</td>
<td>1x Week</td>
</tr>
<tr>
<td>Orion Center</td>
<td>1335 Joslyn Rd.</td>
<td>6 CY Dumpster</td>
<td>1x Week</td>
</tr>
<tr>
<td>Friendship Park</td>
<td>3380 Clarkston Rd</td>
<td>6 CY Dumpster</td>
<td>1x Week</td>
</tr>
<tr>
<td>Camp Agawam</td>
<td>1301 W. Clarkston Rd.</td>
<td>6 CY Dumpster</td>
<td>1x Week</td>
</tr>
</tbody>
</table>

Note: All dumpsters need to be front load rectangular dumpsters with convenient side load panels

30. ON-CALL PICKUPS

The Contractor shall collect and deliver to the designated disposal and processing sites all materials collected from “on-call” sites that Orion Township must have cleaned up, which shall include collection of refuse from litter abatement enforcement (illegal dumping and evictions), storm related damage, animal carcasses, and similar circumstances. Such “on-call” pickups shall be completed within 48 hours of written notice from Orion Township, which may be provided by Orion Township via mail, fax or email. The Contractor shall itemize those services in an end-of-month invoice and shall bill those services in 5-minute increments based on the hourly rates proposed by the Contractor.

31. MOBILE HOME PARKS SOLID WASTE, RECYCLING AND YARD WASTE SERVICES

Orion Township may choose to provide solid waste and recycling collection, transportation and disposal services to mobile home parks located within Orion Township. Orion Township’s mobile home parks currently utilize curbside collection with carts. Unit prices are requested by type of service, container size and frequency of service.

32. MULTI-FAMILY/CONDOMINIUM SOLID WASTE, RECYCLING AND YARD WASTE SERVICES

Orion Township may choose to provide solid waste and recycling collection, transportation and disposal services to multi-family complexes located within Orion Township. Unit prices are requested for providing this service under contract to Orion Township. Unit prices are requested by container size and frequency of services. Prices are also requested for container rental and maintenance.

33. CART MANAGEMENT

To ensure quality service, Contractor shall stockpile an inventory of the various recyclable, yard waste, and solid waste carts used by Orion Township service units, which will be hot stamped with the Orion
Township logo and related approved insignia (not carrying any Contractor logos, color and features) to be pre-approved by Orion Township for disbursement and will become the property of Orion Township upon termination of the Contract.

All collection carts and replacement parts for these carts must be pre-approved by Orion Township for disbursement. Collection container types will be determined jointly by Orion Township and Contractor and include the following: 1) 95 gallon rolling curb cart for residential solid waste for service units; 2) 95 gallon rolling curb cart for residential recyclables for service units; and 3) 95 gallon rolling curb cart available as an option to service units for yard waste collection.

Contractor shall purchase sufficient quantities of each container type to allow Contractor to maintain an inventory in sufficient number for Contractor to perform deliveries, repairs and exchanges of such equipment in a timely manner. Contractor shall cause new shipments of carts to be delivered to the storage site and shall notify Orion Township upon issuance of an order for a new shipment. Contractor shall maintain the cart storage site which shall include keeping a cart inventory. Contractor shall receive all shipments of carts, logging them into the cart inventory.

The Contractor shall deliver any replacement collection containers or new collection containers to locations that are pre-approved by Orion Township. Delivery shall also include appropriate educational material as reviewed and approved by Orion Township. Contractor shall enter all deliveries into their inventory, a copy of which shall be provided to Orion Township on a quarterly basis.

Contractors shall provide additional curbside carts to residents for curb side trash, recyclables and yard waste collection as follows:

- Service Units shall have the option to make a one-time payment for an additional 95-gallon trash cart. Proposer should identify costs for this option in their proposal response on Attachment C: Cost Proposal Form D – Additional Carts Requested by Service Unit
- Service Units shall have the option to exchange at no cost for a 65-gallon rolling cart for trash to replace the standard 95 gallon cart, and/or as an additional trash cart. Proposer must identify costs for this option in their proposal response on Attachment C: Cost Proposal Form D – Additional Carts Requested by Service Unit
- Service Units shall have the option to exchange at no cost for a 65-gallon rolling cart for recyclables to replace the standard 95 gallon cart, and/or as an additional recycling cart. These recycling carts must include the appropriate tracking equipment. Proposer must identify costs for this option in their proposal response on Attachment C: Cost Proposal Form D – Additional Carts Requested by Service Unit
- Service Units shall have the option to make a one-time payment for a 95-gallon yard waste cart. Proposer must identify costs for this option in their proposal response on Attachment C: Cost Proposal Form D – Additional Carts Requested by Service Unit

Ownership of all carts under this clause shall remain with Orion Township as they are for existing carts. Note that the above carts are in addition to those the Contractor must already provide to the resident, either to a new service unit or as a replacement for an existing service unit – with those costs incorporated into the service unit pricing proposed by the Contractor

Contractor is responsible for visual inspection of the carts and reporting any concerns to Orion Township.

Contractor will be responsible for all costs to assemble, distribute, maintain, repair and replace carts.
Within twenty-four hours (24 hours) (excluding Saturday and Sunday) of notification, Contractor shall provide replacement carts to replace those damaged, destroyed, lost or stolen.

Contractor shall be responsible for loss or damage of any approved cart caused by their employees in the course of performance of their work and/or due to lift mechanism or packing blade and shall fix or replace damaged carts at Contractor’s sole cost.

34. CONTRACTOR REPORTING
The Contractor shall report on its performance to Orion Township. Records shall be kept by the Contractor on a daily, weekly, cumulative monthly and cumulative annual basis and shall be available to Orion Township.

Contractor shall maintain and submit to Orion Township accurate reports, which detail activities related to services in a format approved by Orion Township as hereinbefore described. These reports shall include data for all materials handled from its services to Orion Township property owners. Annual reports shall report all of the above data, following the same format as the monthly report.

Contractor shall provide an annual report presentation to a public meeting of the Orion Township Environmental Resources Committee in April of each year.

Contractor shall provide reports to Orion Township in a timely manner, but no less than a monthly basis, specifying all complaints, accidents or incidents while performing any duties pursuant to the contract, outages or downtime and inspections by regulatory agencies during the month of the report.

Contractor shall supply reports quantifying all materials collected and disposed of, recycled or composted by the Contractor showing types of materials, quantities and disposal sites. Source of Origin reports shall be prepared quarterly by the Contractor for Orion Township. All load receipts and all other back-up materials shall be made available for audit by Orion Township and shall be provided in a readily usable format upon request during normal business hours. The Contractor will cooperate in providing Orion Township with information and reports reasonably required by Orion Township to allow Orion Township to determine the efficiency and effectiveness of the single hauler waste collection and disposal program. The information and reports may include, but are not limited to, daily quantities of collection of materials, market prices of recyclable materials, revenues from recyclables materials and yard waste quantities diverted from the landfill.

Reports shall detail the nature and reasons for unusual incidents (e.g., accidents, regulatory non-compliance notices, overweight tickets, etc.) as well as results, findings and actions taken to resolve such incidents. Contractor shall also notify Orion Township immediately of any fines or penalties levied and any actions that could have an adverse impact on the Contractor or the service to Orion Township or both. Failure to report such data shall subject the Contractor to damages.

SECTION 07 – SUBMISSION REQUIREMENTS AND FORMS

Proposer’s will submit a Proposal Package that will consisting of the following three (3) sections with Section III packaged separately as the Cost Proposal:

1. Section I Proposal Summary
2. Section II Technical Proposal
3. Section III Cost Proposal
SECTION I – PROPOSAL SUMMARY
The Proposal Summary section is intended to serve as the document which proposal evaluators can use to quickly understand technical, business and cost aspects of the proposal. The items listed in the following subsections are required elements of the Proposal Summary. The Proposal Summary must be submitted with the Technical Proposal and packaged separately from the Cost Proposal.

- **Transmittal/Certificate Letter with Proposal Authorization Signature**
  The Transmittal/Certification letter must be signed by an officer of the proposing organization empowered to sign a document that commits the proper to the obligations in the proposal.

- **Introduction to Proposal**
  Proposers should provide an overview of their proposal including a brief summary of the proposer, their services, corporate ownership, resources, track record and ability to meet the needs of Orion Township as expressed in this Request for Proposals.

- **Bid Bond**
  All proposals must be accompanied by a bid bond or certified check drawn on a solvent bank or savings and loan association, payable to Orion Township in the sum of fifty thousand ($50,000) Dollars as a guarantee. The bid bond will be returned to all unsuccessful proposers. Failure to submit a proper bid bond shall invalidate the proposal.

  Required bonds shall be provided by a company licensed to do business in the State of Michigan and acceptable to Orion Township. Should the proposers refuse to enter into a contract, the amount of the bid security shall be forfeited to Orion Township as liquidated damages, not as a penalty.

  Include with the Bid Form, letter from a Surety, licensed to do business in the State of Michigan, stating that proposer is able to obtain performance bonds and labor and material payment bonds in the sum of five hundred thousand ($500,000) Dollars.

SECTION 2 – TECHNICAL PROPOSAL
The Technical Proposal is intended to serve as the document which proposal evaluators can use to quickly assimilate all technical and business aspects of the proposal. The items listed in the following subsections are required elements of the Technical Proposal. A proposal checklist and required forms are contained in Attachment B: Technical Proposal Forms and Checklist.

- **Proposer’s Statement of Organization (Form A)**
  Complete Form A, provided in Attachment B: Technical Proposal Forms and Checklist. Form A is a required form, showing the Proposer’s organization, that must be completed as part of the Proposal. The questions that are not applicable should be included and marked “Not Applicable”. The purpose of the form is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets if more space is required. If Form A is not completed in full it may result in disqualification.

- **Proposer’s Staffing (Form B)**
  Complete Form B, provided in Attachment B: Technical Proposal Forms and Checklist. Form B is a required form, showing the Proposer’s staffing structure and management credentials, which must be completed as part of the Proposal. The questions that are not applicable should be included and marked “Not Applicable”. The purpose of the form is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets if more space is required. If Form B is not completed in full it may result in disqualification.
Collection, Transportation and Disposal Services Proposal – Summary Description and Work Plan

Proposers should provide a condensed description of the proposed collection, transportation and disposal services by service type. The description should be complete from the point of central operations and beginning of day vehicle staging (route assignments, preventative maintenance, etc.) through to route operation (e.g., drive route sheets, base to vehicle communication, safety procedures, etc.) and to final end-of-day shutdown procedures.

The Collection, Transportation and Disposal Services Proposal – Summary Description and Work Plan must be specific to the proposed service type(s). Orion Township will place significant emphasis on Proposer’s proposed work plan during the evaluation process. At a minimum, the Proposer shall include the following items in the Summary Description and Work Plan:

1. Transition Plan – A detailed transition plan specifying implementation schedules and tasks, such as the following:
   a. Equipment acquisition plan
   b. How the Proposer will begin new collection services
   c. Customer service program including onsite staffing at the Orion Township offices for the first 120 days of the contract.
   d. Distribution of containers/dumpsters
   e. Coordination with Orion Township’s public education and outreach program

   In developing the transition plan, Proposers should consider that Orion Township strongly seeks to reduce disruption to customers during the transition period, and to minimize changes in collection days.

2. Customer Service Plan – A detailed customer service plan that specifies customer service center operations such as the following:
   a. Customer communications program
   b. Customer inquiry/complaint processing systems
   c. Ongoing distribution procedures for additional containers/dumpsters
   d. Ongoing coordination with Orion Township’s Public Education and Outreach Program

3. Collection, Transportation and Disposal Operations Plan – A detailed collection, transportation and disposal operations plan that presents the specific programs that will be implemented. This should include:
   a. Vehicle and container maintenance program, including response/replacement/repair time for vehicles on route
   b. Staffing requirements, including physical and substances abuse testing requirements
   c. Office and operations yard location
   d. Overlap of equipment, staff, offices, cleaning and maintenance facilities, etc.
   e. The number of vehicles passes per account
   f. The method of collection, transportation and disposal
   g. Hazardous waste management protocol
   h. The financing method that will be used to purchase collection vehicles and containers and the proposed amortization or depreciation schedule, including Proposer’s cost
   i. Health and safety management procedures
   j. Additional material that the Proposer feels is required to ensure a smooth transition and superior program performance
   k. Quality assurance and quality control for service performance
4. Billing Plan – A detailed billing plan for billing services provided by the Contractor that outlines billing procedures that will be implemented. Including the following:
   a. Contractor in-house billing or subcontracted? If in-house identify lead person responsible for that operation. If subcontracted, provide name, address and experience with subcontracted billing company
   b. Type of invoicing, frequency
   c. Available methods of acceptable payment from customers (e.g., direct deposit, credit card, debit card, automatic payment program or annual advance billing program)
   d. Collection process for late payments or delinquencies, including service interruption and restart fees and any penalties and/or interest you will charge delinquent accounts. Note that Orion Township, after notice from the Contractor every 90 days, will assign delinquent amounts to the property tax rolls, which amounts shall be considered to be a lien against the subject property and shall be collectable and enforceable in the same manner as property taxes under the General Property Tax Act. After assignment of delinquent amounts to the tax rolls, Orion Township will forward to Contractor payments of such delinquent amounts received from the service units or Oakland County.
   e. List of reports to be provided to Orion Township for Optional Services, including:
      i. Suspension of services for short- or long-term vacation periods; provide detail on service interruption fees and/or suspension and restart fees
      ii. Discount for Senior Citizens

EQUIPMENT PLAN AND COLLECTION VEHICLES (Forms C through I)
The Proposer shall prepare and submit an Equipment Plan outlining the types of vehicle(s) to be used, past Proposer’s experience of other comparable programs with this type of vehicle, whether the vehicles will be leased or owned, the methods which will be used and sequence of steps required to load and unload collect/swept materials, the compatibility if the vehicle design with the design of the facility to which the collected materials will be taken, the size of crew required per vehicle and their responsibilities, the number of vehicles required for the program, the capacity of the vehicles and the scheduled maintenance and cleaning of the vehicles.

The Equipment Plan shall include completed Forms C through I, provided under Attachment B: Technical Proposal Forms and Checklist. Forms C through I are required forms, showing the Proposer’s proposed collection equipment for the various types of collection services must be completed as part of the proposal. The questions that are not applicable should be included and marked “Not Applicable”. The purpose of these forms is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets of more space is required. If Forms C through I are not completed in full it may result in disqualification.

REFERENCES (FORM J)
Provide a minimum of five (5) references, including a list of Michigan cities your company provides single hauler services and 2018 pricing for all services provided.

EXCEPTIONS TO AGREEMENT (FORM K)
Complete Form K, if Proposer intends to take any exceptions to the program specifications set forth in the RFP documents. Instructions contained as part of Form K indicate that Proposers are to prepare the Cost Proposal forms based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form. In the event the Proposer takes exception to the Request for Proposals specifications, they may set forth those exceptions in the manner described in Form K.
PROCESSING AND DISPOSAL PLAN AND FACILITIES (Forms L through N)
The Proposer shall prepare and submit a Processing and Disposal Plan outlining the specific facilities to be used, past Proposer’s experience in using those facilities, the contractual and/or ownership arrangement that Proposer has with those facilities, the capacity of the facilities to process yard waste and recyclables and dispose of solid waste, and the regulatory status of those facilities. Back-up facilities also need to be identified.

FINANCIAL QUALIFICATIONS
Proposers must provide a description of relevant Financial Qualifications as described below. Orion Township will make best efforts but makes no representation that it will be able to maintain total confidentiality of Proposer’s financial information. A Proposer that submits financial information that asks to have that information treated as confidential should submit a statement justifying the request, cross reference it in the proposal and label such confidential information as a separate attachment, clearly identifying it as confidential. At all times, Orion Township will comply with the provisions of the Michigan Freedom of Information Act as required by State law.

Financial information to be included with the proposal includes:
1. The Proposed Contractor’s summary financial statements for the past three (3) fiscal years. These statements must include, at a minimum, statements of financial position and changes in financial position.
2. If the entity that will sign the Agreement has a parent company or is proposing a joint venture, the parent company or joint venture company(s) must also provide financial statements for the most recent three (3) fiscal years. The parent company must provide a statement indicating its intent and means to provide financial assurance of performance.
3. If the entity that will sign the Agreement has been in existence less than three (3) years, the Proposer must provide sufficient financial data to substantiate, to the satisfaction of Orion Township, the Proposer’s financial capability and viability of the entity.
4. In addition to the financial statements, the Proposer must provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent company or owners if they are providing financial assurance of performance) since the date of the last audited financial statements.
5. Financing of the services and equipment will be the sole responsibility of the successful Proposer. Proposer must demonstrate that it can provide the required financing from either 1) internally generated funds or 2) commitments from external sources
6. Disclose any changes or contemplated changes in the structure of the firm (e.g., mergers, spin-offs and acquisitions) that may impact its financial condition.

Orion Township reserves the right to require submission by Proposer, at no cost to Orion Township, of certified audited financial statements for the Proposers and/or an opinion by a Certified Public Accountant with regard to the financial status of such proposer, including ownership of or interest in equipment and facilities prior to award of an Agreement.

LITIGATION HISTORY
1. The Proposer must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings and civil actions involving $100,000 or more and all criminal legal actions in which the company, its parent company, subsidiaries, all partners or principals were involved. For each case, the Proposer must provide the following:
   - The name of the claim, arbitration, litigation or action
   - The amount at issue or the criminal charges alleged
   - The status or final disposition of the case

5/01/19 FINAL
2. The Proposer must also provide details of any current or threatened legal actions in Michigan against the Proposer or its parent company, subsidiaries, all partners, principals or joint venture company(s) by a governmental entity contracting with the Proposer or its parent company for services relating to solid waste management or against such a government entity by the proposer or its parent company or joint venture company(s). For each action, the Proposer must provide the following:
   • The name of the action and the court in which the action is pending
   • The action number and the amount at issue

3. The Proposer shall provide a list of any regulatory agency such as, but not limited to, the United States Environmental Quality or a Local Enforcement Agency. The list shall include name of the regulatory agency and the date of enforcement action.

4. The Proposer shall inform Orion Township if it has had a permit, franchise, license, entitlements or business licenses that have been revoked or suspended in the last five (5) years.

5. The Proposer must list any claims against a Bid or Performance Bond and the results of any contractual defaults or termination over the last five (5) years.

COST PROPOSAL
Each Proposer shall submit a separately packaged Cost Proposal for solid waste, recycling, yard waste collection, transportation and disposal services, as well as other optional services that includes all cost information, as identified and described below. A proposal checklist and required forms are contained in Attachment C: Cost Proposal Forms and Checklist.

The Cost Proposal must be filled out in full in order to have the cost proposals in the evaluation process. Price quotes are per unit as specified in the form. All prices proposed are for services as described in this Request for Proposals unless the Proposer submits specific exceptions as part of the Technical Proposal Form K: Exceptions to Agreement.

PROPOSAL FORM SIGNATURE PAGE
An officer of the proposing organization empowered to sign a document that commits the Proposer to the price quotes stated in the cost proposals must sign the Proposal Form Signature Page (Attachment J).
ATTACHMENT B

TECHNICAL PROPOSAL FORMS AND CHECKLISTS

CHECKLIST:

PROPOSAL SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Transmittal/Certificate Letter with Signature</th>
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<tbody>
<tr>
<td></td>
<td>Introduction to Proposal</td>
</tr>
<tr>
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<td>Bid Bond</td>
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TECHNICAL PROPOSAL

<table>
<thead>
<tr>
<th></th>
<th>Form A</th>
<th>Statement of Organization</th>
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<tbody>
<tr>
<td></td>
<td>Form B</td>
<td>Attached Organizational Chart and Resumes, Collection, Transportation and Disposal Services Proposal – Summary Description and Work Plan</td>
</tr>
<tr>
<td></td>
<td>Form C</td>
<td>Residential Garbage Collection Vehicles</td>
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<td>Form D</td>
<td>Commercial Garbage Collection Vehicles</td>
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<td>Form E</td>
<td>Residential Recycling Collection Vehicles</td>
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<td>Commercial Recycling Collection Vehicles</td>
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<td>Form G</td>
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<td>Form H</td>
<td>Commercial Yard Waste Collection Vehicles</td>
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<td>Form I</td>
<td>Descriptive Listing of all Equipment Available/To be Purchased</td>
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<td>Form J</td>
<td>Contractor Reference Forms</td>
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<td>Form M</td>
<td>Proposed Yard Waste Composting Facility</td>
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<td>Form N</td>
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TECHNICAL PROPOSAL - FORM A

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full name of business:
   GFL Environmental USA Inc

2. Principal business address:
   26999 Central Park Blvd Suite 200
   Southfield MI 48076

3. Principal Contact Person(s):
   Lou Berardicurti

4. Form of Business (Corporation, Partnership, Joint Venture, Other)
   Corporation

5. If a corporation, in what state incorporated and date of incorporation:
   State: Delaware
   Date: 11/01/2016

6. If a Joint Venture or Partnership, provide date of agreement:
   Date: N/A

7. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of proposer. Provide proof of the ability of the individuals so name to legally bind the proposer.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrick Dowigi</td>
<td>26999 Central Park Blvd Suite 200</td>
<td>President</td>
</tr>
<tr>
<td>Luke Deloie</td>
<td>Southfield MI 48076</td>
<td>CPO</td>
</tr>
<tr>
<td>Lou Berardicurti</td>
<td></td>
<td>Regional V.P.</td>
</tr>
</tbody>
</table>

8. List all firms participating in this project (including prime contractors, subcontractors, operators, major equipment suppliers, etc.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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</thead>
<tbody>
<tr>
<td>GFL Environmental</td>
<td>10320 Highland Rd White Lake MI</td>
</tr>
<tr>
<td>Shell Equipment</td>
<td>78 North Pointe Dr Lake Orion MI 48359</td>
</tr>
<tr>
<td>Cascade Engineering</td>
<td>4950 37th Street SE, Grand Rapids MI 49512</td>
</tr>
<tr>
<td>Rewards For Recycle</td>
<td>10087 Lapeer Rd Davidson MI 48423</td>
</tr>
<tr>
<td>ERG</td>
<td>13040 Herriman Rd SBD 200 Livonia MI 48150</td>
</tr>
</tbody>
</table>

5/01/19 FINAL
9. Outline specific areas of responsibility for each firm listed in Question 8

<table>
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<tr>
<th>Name</th>
<th>Responsibilities</th>
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<tbody>
<tr>
<td>GFL</td>
<td>Collection &amp; Transportation</td>
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<tr>
<td>Bell Equipment</td>
<td>Equipment Supplier</td>
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<tr>
<td>Cascade</td>
<td>Trash &amp; Recycle Carts</td>
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<tr>
<td>Rewards for Recycle</td>
<td>GFL Rewards for Recycling Program</td>
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<tr>
<td>ERO</td>
<td>HHW Event</td>
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</tbody>
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10. Identify the provisions of any agreement between parties, which assigns legal or financial liabilities or responsibilities.

None

11. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the parent firms and the relationships.

N/A
Charter Township of Orion

Residential Solid Waste Services

Tab # 6. – Technical Proposal – Form B

➢ Table of Contents – Please see the following documents on the succeeding pages.

  • Professional/Management Staff Resumes
  • Organizational Chart
  • Organizational Guide
  • Proposer Information and Company Background
**TECHNICAL PROPOSAL FORM B**

1. **Organizational Chart:** Attach an organization chart(s) for the proposer's staff showing for each Service Type the necessary staffing by position, number of staff per position and organization responsibilities of each staff position and qualifications required for each position.

2. **Professional/Management Staff Resumes:** For professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual(s) areas of expertise and experience. Resumes must be provided in the following format, however additional information may be provided at the option of the proposer.

   a. Names and Title  
   b. Project Assignment  
   c. Name of Company  
   d. Years' experience with current company or other companies  
   e. Education; include degrees, year and specialization  
   f. Professional reference (list 3)  
   g. Other relevant experience and qualifications

List Names and Title of attached professional/management staff resumes:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Regional V.P.</th>
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5/01/19 FINAL
Summary of Qualifications

- A senior executive with over 19 years leading high performance teams as a General Manager/Vice President
- A strategic thinker with demonstrated success in managing the P&L’s of large North American organizations
- Proven ability in process improvement and implementing best practices in sales and service industries
- Exceptional business relationship builder for all levels of the organization based on mutual respect, honesty and trust
- Proven sales & marketing leadership, operational excellence and noted for accelerated market share/ revenue growth
- Leadership strengths include strategic business planning and executing programs for all phases of the business life cycle including start-up, expansion, contraction, turnaround and re-engineering

Professional Experience

GFL Environmental Inc.  
Regional Vice President, Michigan  
April 2011- Present

- Provide leadership for the Michigan operations with revenues of $175+ million
- Scope of responsibilities include guiding and managing general managers with overall staff of 1200 employees
- Develop and implement strategic action/business plans to achieve set targets
- Involved in acquisitions integrating businesses.

Achievements

- Successfully integrated several acquisitions maximizing synergies, integration and implantation of GFL metrics.
- Increased profitability through productivity initiatives within operating lines and transfer station by 20+ %.
- Provided 30% growth in revenue through new business.

BFI Canada Inc.  
General Manager, Toronto  
April 2008- Feb 2011

- Provide leadership for the Eastern Canada Operations (82 locations) with revenues of $375+ million
- Scope of responsibilities include guiding and managing 6 Department Managers with overall staff of 180 employees
- Develop and implement strategic action/business plans to achieve set targets
- Involved in acquisitions integrating businesses and successfully negotiating 8 union contracts.

Achievements

- Consistently increased “top line” 20%/+ exceeding overall annual profitability
- Executed change management within two operations resulting in budget attainment
- Client Survey results in 2008 indicated that 97% of existing clients would recommend our service to others
- Proactively established a positive business culture within the districts/client base resulting in partnership alliances for expediental growth
- Led a sales enhancement process project resulting in an average 40% reduction in sales cycles

LaserNetworks Inc.  
March 2006- April 2008

Vice President Sales

- Directed a team of 8 Senior Account Managers within the Cost Per Page division with revenues of $25+ million
- Member of the Senior Management team responsible for sales recruitment, development and growth results
- Planned, developed, implemented and monitored regional strategic plan with full P&L responsibility
- Delivered sustainable growth through new customer addition and customer retention

Achievements

- Revenue increase of 25%/+ per year while Vice President Sales
- Increased quarterly Net New account acquisitions by over 70%
- Increased existing Account Managers productivity by 50% through redefined sales processes
- Led team that secured new key accounts such as Direct Energy, LCBO and BDO Dunwoody
- Established a team approach to sales within the region resulting in strategic account management
- Directly managed two Key company accounts representing 20% of company revenue
4Refuel Canada Limited

Vice President/General Manager, Canada
January 2005 – March 2006

- Provided leadership for the Canadian Operations (11 branches) with revenues of $60+ million
- Scope of responsibilities included guiding and managing 5 Regional Managers, National Operations Manager and Director of Franchising with overall staff of 160 employees
- Developed and implemented strategic action/business plans to achieve set targets
- Recruited and awarded unit franchises across Canada

Achievements

- Consistently increased “top line” 20%+ exceeding overall annual profitability
- Designed and implemented a “Client Care” Program with established disciplines for employees resulting in an improvement in customer satisfaction from 91% to 97% and employee/franchisee satisfaction from 86% to 94%
- Client Survey results in 2005 indicated that 97% of existing clients would recommend our service to others
- Proactively established a positive business culture within the franchise network/client base resulting in partnership alliances for exponential growth
- Led a sales enhancement process project resulting in an average 40% reduction in sales cycles
- Implemented internal/external newsletter, direct mail campaigns and sourced PR firm to gain national/local advertorials
- Ranked 22nd fastest growing company by Profit magazine in 2003

General Manager - Eastern Canada
May 2003 - December 2004

- Provided leadership for Ontario, Quebec and Atlantic Canada with revenues of $40+ million
- Designed and implemented strategic plan to increase core business volumes/margins with full P&L responsibility
- Observed on-going performance of associates and refocused and redirected as required
- Acted as a key member of the senior management team reporting into the Chief Operating Officer

Achievements

- Increased revenue by over 25% in first year during restructuring and subsequent years to follow
- Improved profitability of the region by 28% through increased revenues and “managing the middle”
- Recruited, developed and guided a team of 3 Regional Managers, Eastern Canada Operations Manager, Director of Franchising and supported 28 franchisees with overall staff of 100 employees
- Redesigned franchise marketing programs, advertising and sales process
- Through systematic communication with the internal staff and franchisees, corrected morale substantially resulting in improved efficiencies and increased compliance

Shred-it Canada Limited

General Manager
January 1999 - May 2003

- Provided leadership to Branch Sales Manager, Operations Manager, Accounting and branch administrative personnel with overall staff of 94 employees
- Responsible for P&L of the Toronto Branch generating over $5 million in revenues
- Led “branch turn around” through improved communications, implemented clear benchmarks and newly created sales/operational incentives
- Led and managed the “Flagship” branch for Shred-it working closely with all corporate GM's and franchisees through mentoring conference calls and branch visits to assist them in growing their markets
- Provided creative leadership for the largest revenue, profitability, customers and employees within Shred-it

Achievements

- Increased revenues by over 66% in less than two years
- Increased profitability by over 38% from August 2001 to May 2003.
- Increased new account acquisition from 25 per month to over 100 through improved sales processes and concentric selling
- Improved client satisfaction survey results from 3.6 to 4.21 and branch employee survey results from 85% to over 95%
- Significantly strengthened client relationships by understanding their business needs and delivering outstanding service increasing client retention (from 90% to 96%) and improved service effectiveness from 96% to 98%
- Created branch whiteboards with specific KPI's that were then adopted company wide
- Contributed to company acquisitions and franchisee take backs
- Drove the introduction of client contracts into the business as a means of reducing customer churn due to increased competition. Created and implemented sales force initiatives to include contract selling as part of the sales cycle, resulting in 95% of all new business having signed contracts and over 70% of existing business being secured on contracts
- Identified and negotiated the purchase of Tri County Storage in Waterloo, Ontario to beta test the document storage and imaging business opportunity
Regional Vice President

- As a member of the senior management team, reported directly to the Senior Vice President of Corporate Branches
- Responsible for P&L of 14 corporate branches in North America and Europe with revenues of over $80 million and $15 million in profit
- Recruited, oriented, guided and managed 14 corporate General Managers with a staff of over 290 employees in a high-growth entrepreneurial company
- Created, designed and implemented "Corporate Branch Visit Gold Standards" which clearly identified key areas of the business that each branch must achieve set benchmarks covering all facets of the business

Achievements

- Successful in recruiting, training and orienting three General Managers in assigned region that were subsequently promoted as Regional Vice Presidents
- Through effective leadership and the cooperation of a high-performance team, consistently exceeded business plan results for growth of 30%+
- Assigned to establish corporate branches in Europe including hiring of General Managers, sales management/sales, operations personnel and location of facilities including European Head Office
- Achieved aggressive growth and profitability targets within assigned North American and European branches
- Led franchisee take backs and acquisitions within region with minimal interruption to the core business
- Created and implemented a fax broadcasting campaign within assigned region to build purge business resulting in an increase of 26%

Ontario General Sales Manager
Cansel Survey Equipment

District Sales Manager/District Manager
BFI Waste & Recycling Systems

Motorola Communications Limited
Account Executive

Education

- Sheridan College - Business Administration Diploma 1988
- University of Toronto - MBA Essentials for Managers 2009
- University of Athabasca - Executive MBA (enrolled fall 2010) 2013

Continuing Education

- Leadership Through Team Building - Schulich School of Business 2007
- Managing Your Sales Force For Improved Results - Schulich School of Business 2006
- Key Executive Program Member - The Executive Club of Canada 2005
- Train the Trainer/Presentation Skills - Freisen, Kaye & Associates 2003
- Maximizing Performance Leadership - Canadian Management Centre 2003
- Performance Driven Leadership - Canadian Management Centre 2001
- Performance Behavioral Index - PI Management Resources 2001
- Issue in Employment Law - Canadian Management Centre 2000
- Performance Measures for Your Business - Canadian Management Centre 2000
- Managing Sales Success - The MCS Group Inc 1999
- Selling Distinctive Value - The MCS Group Inc 1997
- SPIN Selling - The MCS Group Inc 1996
- Structured Strategic Selling - Major Client Selling International 1996
- Creative Selling Strategies & Tactics - The Fortune Group 1994
- Sales Leadership System - MOHR Systems International 1993
- The Ultimate Sales Manual - Peter Lowe International 1992
- Creative Selling Skills - The Fortune Group 1990

Outside Interests

Recreational Hockey, Coaching hockey, Golf, Fitness and most importantly family.

Former junior Kitchener Rangers – Memorial 306 1983

Played two seasons in Europe for Austria and Slovenia
GFL Environmental
Michigan Organization Chart
GFL ENVIRONMENTAL USA INC (GFL)

26999 Central Park Blvd., Suite 200
Southfield, Michigan 48076

OPERATING CENTER

GFL – East Division
6200 Elmridge
Sterling Heights, Michigan 48313

ORGANIZATION GUIDE

GENERAL MANAGER

Dan Dumas – Phone number 586.772.8900

CUSTOMER CARE CENTER:

Main phone number – 844.464.3587
Main fax number – 586.795.3270

Linda Barra – Customer Care Center Manager

- Hours of operation, Monday through Friday, 7:00 am – 5:30 pm. After hour calls go to our answering service and priority calls are forwarded to Pat Bacon, Jay Perkins or Don Barretta

- All requests for service can be called into our Customer Care Center.
OPERATIONS & DISPATCH:
Main phone number – 844.464.3587
Pat, Jay or Linda – Dispatch
Operational inquires
Pat Bacon – Residential Manager, cell # 586.215.5130
Jay Perkins – Residential Manager – cell # 586.933.7394
NOTE: Please contact Don or Linda for any concerns and Brian Fritz on any safety issues.

SAFTY AND COMPLIANCE:
Main phone number – 844.464.3587
Brian Fritz – Safety and Compliance Manager
  • Cell number – 586.350.1845

BILLING AND ACCOUNTING:
Main phone number – 844.464.3587
Rebecca Eichbauer – Billing
  • Extension #269
NOTE: Please contact Rebecca for any questions you may have regarding billing and pricing

CONTRACT ADMINISTRATOR:
Donald Barretta
  • 844.464.3587 – Extension #230
  • 586.933.3812 – Cell number
  • 586.795.3270 – Fax number
  • dbarretta@gflenv.com

NOTE: Please contact Don Barretta on contract related inquiries, terms and conditions and or for any additional information that may be required.
GFL ENVIRONMENTAL USA INC - (GFL)

PROPOSER INFORMATION AND COMPANY BACKGROUND

➢ Corporate Office, Staging and Maintenance Facility

- GFL Environmental USA Inc
  26999 Central Park Blvd., Suite 200
  Southfield, Michigan 48076-4145

- Customer Care Center
  Hours of Operation - 7:00 a.m through 5:30 p.m
  (844) 464.3587
  Fax number 586.795.3270
  www.gflusa.com

➢ Staging and Maintenance Facility

- GFL East Operating Facility
  6200 Elmridge
  Sterling Heights, Michigan 48313

➢ Commencement of work as requested by the Charter Township of Orion

- GFL will have all the necessary resources to provide the Orion Township all the services requested and will be prepared to start servicing the Township on January 1, 2020, if awarded the Solid Waste Collection Contract.

- Highly trained, experienced and dedicated State of Michigan certified CDL licensed drivers

- Highly trained, experienced and dedicated laborers

- GFL has an extensive Safety, Environmental and Compliance Program that must be completed by every employee. Meetings take place weekly, monthly, and/or whenever there is a change in any code, law, regulation and/or standard.
• GFL currently has at its disposal a fleet of modern, high compaction front, rear, side loading, semi-automated, fully automated collection vehicles and claw trucks. We also maintain a fleet of auxiliary equipment for specialized services.

• All GFL equipment meets or exceeds MI DOT standards that include:
  o Annual DOT Inspections
  o Regularly scheduled maintenance as recommended by the manufacturer or DOT
  o Daily equipment inspections to eliminate down time and expensive repairs
  o Weekly cleaning of all equipment
  o Appropriate maintenance tracking and record keeping as required by DOT

• Highly trained, experienced and dedicated maintenance department and modern repair equipment.

• GFL has a very highly motivated, dedicated, and experienced operational team that has excelled in all areas of residential collection, transportation and disposal, transfer operations as well as commercial containerized and roll-off services.
Charter Township of Orion

Residential Solid Waste Services

Tab # 7. – Technical Proposal B continued

➢ Table of Contents - Please see the documents listed below on the succeeding pages.

- Transition Plan Timeline
- Collection Services
- Recycling and Yard Waste Services, and Recycling Programs
- Customer Service and Q-Alert Overview
- Cart Management Program Overview
- Maintenance Overview
- Educational Programs
- Unacceptable Waste – HHW and Medical Waste
- Manpower Analysis
- Billing / Collection Practices and Payment Options
- Apartments, Condominiums and Mobile Home Parks
Charter Township of Orion – Transition Plan

Residential Solid Waste Services

Transition Timeline:

➢ Transitional Plan summarizing the transfer of the solid waste program from the Charter Township of Orion current subscription service to GFL Environmental USA Inc (GFL). All timeline dates are tentative and can be adjusted at the request of the Township once the solid waste contract is awarded to GFL.

• May 1, 2019, Charter Township of Orion Distribution of RFP.

• May 13, 2019, Pre-Proposal Meeting at Township Hall. Bid opening date extended.

• July 1, 2019, sealed proposal from GFL submitted to the Charter Township of Orion by 2:00 p.m. Bids opened after deadline to identify participants.

• July 2, 2019, Township begins the evaluation process.

• July 12, 2019 Township contacts qualified bidders for presentations/interviews and proceeds with the selection and negotiation process.

• July 22, 2019, Contract Preparation and Orion Township completes evaluations of all proposals and makes a recommendation to award the solid waste contract to a qualified contractor. Contract award date TBD

• August 12, 2019, Single Hauler Waste Collection and Disposal Contract awarded to GFL by Orion Township. Contract to be signed by both parties with a start date of January 2, 2020.

• August 19, 2019, GFL Transition Team meets with Township representatives and formulates plan, identifies tasks, responsibilities and completion dates. Discuss carts and order/delivery timeline.
- Date TBD, GFL starts service review with Township to confirm current routing schedule, days of the week and units. Also complete safety assessments for all Township facilities that require containerized service along with any location that needs to have a roll off container delivered.

- Date TBD, GFL submits service information / newsletter draft to Township representatives for review and approval. The approved service information will be mailed out to all participating residential units at a later date. Recommend mailing two weeks prior to start date.

Transitions teams also discuss any special events.

- Date TBD, GFL completes service review. If routing changes are identified during the review, recommendations will be made to Township representatives at that time and tentative change dates established and agreed to by both parties.

- Date TBD, 2019, Township representatives return approved service information / newsletter to GFL along with excel file that includes all participating residential addresses for mailing.

- Date TBD, GFL representatives meet with Township DPS personnel or designated representations to discuss service expectations, routing and any existing service concerns, hot spots.

- Date TBD, GFL service information / newsletter printing completed and mailed out to residents. Also, all equipment is in place along with service personnel and supervision.

- Date TBD, RES takes over the entire Township solid waste program.

- Date TBD, delivery of trash and recycling carts begin if this service is selected by the Township. Delivery will begin on a date agreed upon by both parties.

**Note:** The above timeline schedule is tentative and can be adjusted based on the Township’s completion of their evaluation process and actual award date.
Charter Township of Orion

Residential Solid Waste Services

GFL Environmental USA Inc (GFL) Collection Services

GFL will dispatch all services from either our Sterling Heights located based at 6200 Elmridge, Sterling Heights and adhere to the agreed upon collection schedule. At the beginning of each workday the solid waste and yard waste trucks, along with recycling collection trucks will leave our staging area and proceed to the respective community and commence services for each assigned collection route for the day of the week. Prior to leaving the staging area, each driver is responsible to perform a pre-trip vehicle inspection to make sure their equipment meets or exceeds all MIDOT requirements.

Throughout the day, a route superintendent will oversee the progress of the collection work. As each truck is loaded, the driver will move the waste material to the appropriate unloading point. Upon entry to the disposal or processing site, each driver will take the necessary steps to complete a load ticket for the particular type of material making sure that they identify the correct community the product came from. The above process will continue throughout the work day until all routes are completed. Communication will occur between the route supervisor, each collection crew and customer service throughout the day to facilitate the progress of the collection work, vehicle performance and to identify and address customer issues and or concerns that are related to the collection activity.

Our supervisor will coordinate all services with the Orion Township Department of Public Services Director or Supervisors designated representative on a daily bases as is required by the bid document. All complaints will be resolved as required and nonconforming containers and questionable set-outs tagged and reported.

At the end of each day, the collection vehicles will return to our staging area, fuel their trucks for the next day and perform a post-trip inspection to report any MIDOT repairs that need to be addressed. Post-trip inspections that require no repairs are turned into our operations center along with their daily dump tickets and productivity sheets. MIDOT post-trip inspections for vehicles that need repairs are forwarded to our maintenance department for corrective action. Vehicles are cleaned daily with some units being cleaned twice per week.
Charter Township of Orion

Residential Solid Waste Services

Recycling Service Experience

Recycling & Yard Waste

GFL Environment USA Inc., provides a comprehensive recycling program for each of our contracted communities with the exception of two that have chosen not to include this service for their residents. We have also provided a list of our recycling programs on the succeeding three pages.

We service both the small 18 gallon recycling bins along 35, 64 and 96 gallon wheeled carts. The large wheeled carts are serviced through a fully automated or semi-automated collection system.

GFL is one of the few solid waste provider that has a recycling company as one of its affiliates, Royal Oak Recycling, located in Royal Oak Michigan. Royal Oak Recycling has been a prominent recycling company in Southeast Michigan for many years and became an affiliate of GFL September 30, 2016. This allows us to open up current and future marketing opportunities for this very important service and diverting more recyclables from area landfills.

We also have worked with each of our communities in educating area residents about the importance's of recycling and expanding the list of acceptable items. We have also worked to increase the types and sizes of recycling containers to make placing out recyclables for collection much easier.

Education at our area schools is a very important component of our recycling program. We have a highly experienced recycling and educational staff and continue to stress, at all ages, the importance of continuing to expand existing recycling programs.

Another program that we have made available to communities is our GFL Rewards for Recycling Program. This allows residents that recycle an opportunity to take advantage of discounts and coupons at area business once they go online and set up their private rewards account. We have also included information on this very important Green Initiative in our submittal.
Yard Waste

Basically yard waste is a service we provide to most of the communities we service. Yard waste is similar in the way we provide recycling service since on a weekly basis not everyone has it out. We will collection yard waste in 32-35 gallon plastic or metal containers marked “Yard Waste” or biodegradable paper bags. There is a 50 pound weight limit on the plastic or metal containers and residents should not exceed the manufactures recommended weight limit on the paper bags.
Charter Township of Orion

Residential Solid Waste Services

GFL Environmental USA INC Customer Service and Q-Alert Overview

Introduction: GFL Environmental USA Inc (GFL) will be utilizing the Q-Alert Citizens Response Management (CRM) Service system, which is a fully-functional municipal CRM that is designed to quickly and accurately log complaints, concerns or inquiries via multiple methods, including telephone intake by GFL customer care representatives, direct input via portal and smart phone app, and Q-Alert Mobile responder tablet application for supervisors and appropriate personnel. Q-Alert is a hosted (web based) platform that allows complete workflow interaction between GFL employees and Township representatives.

The Customer Service procedures are summarized below. All customer care representatives are trained on service requirements of the contract.

▶ Calls come into our Customer Care Center automated phone system queue at 844.464.3587 or via email from residents or City representatives.

▶ Customer Care reps receive call or email.

▶ Customer Care rep dispatches service request automatic alert ticket to route supervisor or schedules appropriate service.

▶ Route supervisor opens alert and addresses service issue.

▶ Route supervisor updates alert status of ticket.

▶ Route supervisor closes ticket upon completion of the service request.

▶ Rout supervisor can update Township department supervisor or designated representative via phone/email daily to the status of any open issues and appropriate resolution taken.
Reporting and Performance:

All concerns and requests for service are tracked from the moment they are received through completion. Complete performance reports, charts and graphs can be transmitted for oversight, utilizing multiple formats (PDF, CSV, etc), and transmitted as required. The Q-Alert CRM provides robust performance measurement reports including comparative analysis by week or month. GFL currently tracks all sanitation concerns and service requests, such as missed collection and cart requests, etc.

Mobile Workforce Management:

Q-Alert is a mobile tablet based responder application “App” that more efficiently and effectively deploys this unified work management system with GFL field supervisors, as well as Township personnel who may respond to citizen requests throughout the year. Q-Alert Mobile replaces all the desktop functionality of the Q-Alert CRM, and places these tools into the hands of mobile workers to initiate, track and complete citizen requests in a more timely and accountable basis. This complete mobile solution eliminates unnecessary paperwork and lessens the burden on clerical workers, reducing workflow inefficiencies in the process. With Q-Alert Mobile, field personnel can:

1) Review submitted and location of data
2) Add comments and actions by typing or by voice-to-text
3) Take and upload images that are managed and stored in the system
4) Trigger updates to citizens if applicable
5) View complaints and service requests in real-time on GPS enabled mapping system
6) Prioritize and respond to quickly address issues.

All requested data and mapping is updated in real-time between Q-Alert and its connected Q-Alert database, and pushes status information back to requester.
Charter Township of Orion

Residential Solid Waste Services

GFL Environmental USA Inc - Cart Management Program Overview

GFL Environmental USA Inc (GFL) is experienced with acquiring and distribution of wheeled carts of all sizes and configuration, recycling bins, front load and rear load metal containers and roll-off containers. Equipment and personnel to perform these functions are available and can be used on short notice to perform container distribution.

Upon your recommendation to award GFL the Orion Township solid waste program we will initiate the process with Township representatives to coordinate the selection of the appropriate household solid waste and recycling carts which all have a 10-year warranty.

Once the appropriate color's our selected, we will start the process to provide information to residents for distribution. All information will be approved by the Township prior to mailing. Once the information is accumulated, we will place the order for the correct number of carts, along with an adequate inventory, from a leading cart manufacture. Each cart will meet all ANSI requirements and branded to Township specifications. Carts will also have an RFID tag installed and be identified by individual serial numbers.

Carts will be delivered to a centrally located site within the Township, or within close proximity, if at all possible, for ease of delivery. Once we start to receive carts from our manufacturer, carts will be assembled and delivered to each residence and the serial numbers recorded based on a complete list of addresses provided by the Township. Carts for new homes will be available as they receive their certificate of occupancy and replacement carts will be distributed from a GFL centralized storage location as needed.

Cart Maintenance Process:

- All cart maintenance requests come into our Customer Service Center automated phone queue at 844.464.3587, via email or on-line, from residents or Township representatives should residents contact the Township instead of GFL.

- Customer Service Rep receives call or email and records all pertinent cart information, examples
  - Repair to lid or wheels
- Cart cracked
- Type and/or size of cart that needs to be replaced
- Deliver to new home, C of O issued
- Pick up cart(s), demolition

➢ Cart service request generated and sent to Cart Management Department for appropriate action. Supervisor dispatches cart service technician to make necessary repairs or replace cart.

➢ For on-site repairs, the repairs are made and the service ticket closed. Once completed the supervisor is notified.

➢ For repairs that can’t be completed on site, the cart is removed and a replacement provided. Damaged carts are returned to our staging area and repaired if possible. If we are unable to complete the repair(s), the resident will be notified that the replacement is theirs to keep as a courtesy and that there is no additional charge.

Carts that are damaged due to the negligence of GFL are also replaced as a courtesy. All cart repairs and or replacements need to be completed within seven working days, or less, from the original request.

- Carts that are damaged due to owner neglect will be replaced once a onetime payment is paid to GFL.

➢ Cart Management supervisor reviews all cart service request and makes sure they are competed and closed properly.

➢ Return call to residents are completed at this time if one is required.

All cart issues and service requests are tracked from the moment they are received through completion. The above Cart Management Program can be customized to meet special requirements of the Township if necessary.
Charter Township of Orion

Residential Solid Waste Services

Maintenance Overview for GFL

GFL Environmental USA Inc (GFL) currently has a combined total of over 40,000 square feet of maintenance area along with 25 service bays operating out of two service locations to maintain our fleet of over 500 collection and auxiliary vehicles. Our maintenance department operates 24 hours a day, six days a week, and when weather conditions or unusual circumstances dictate, we have the capability to operate our sites on Sunday.

We pride ourselves on our service department and our FMCSA fleet safety scores and work very hard to maintain that level of attention our vehicles require. You won’t see a dirty GFL truck, the entire fleet gets washed every week throughout the year to maintain a clean and presentable appearance as we travel throughout the communities we service and even the one’s we don’t. The appearance of our trucks is our best advertisement to become a valued GFL customer.

Preventative maintenance schedules are performed every 200 hours and include a complete truck inspection which is documented and kept on file for every vehicle in our fleet. “A” PM schedules are done every 200 hours and “B” PM schedules are completed every 400 hours. Drivers perform daily pre and post trip truck inspections at the beginning and end of every shift in accordance to FMCSA standards and daily records are kept on those as well. If a defect is found on a drivers daily write up, that vehicle is repaired that night. We keep over $500,000 worth of spare parts on hand at all times for our vehicles to keep down time to a minimum. This includes premium quality USA made brakes and suspension components, to pumps, cylinders, and hydraulic components, to springs and tires. We have everything needed to keep our fleet up and running when breakdowns occur and keep downtime to a minimum, unusually within forty five minutes or less.

We also have 4 fully stocked service trucks that are rolling every day to service our trucks in the street in the event of a breakdown. They are stocked with parts, welders, tires, and each truck is equipped with its very own hydraulic hose making machine. Having 4 service trucks allows us to be on site quickly in the event of a breakdown, usually within thirty minutes. In the event that a truck has to be towed we have 3 towing companies that work for us and cover the whole metro Detroit area. Between the three companies they have over 20 heavy wreckers to get a broken down vehicle cleared within the hour. Having an adequate supply of spare trucks allows us to quickly replace a vehicle that can’t be repaired on the road and not delay the collection process.
Charter Township of Orion

Residential Solid Waste Services

GFL Environmental USA Inc (GFL) Educational Programs

On occasion throughout the duration of the contract period, it will be necessary to communicate with the residents of Orion Township for purposes of:

- Changes in Collection Routes
- Yard Waste Collection Schedules
- Holiday Notices
- Recycling Bulletins
- Initiation of New Programs
- Changes in Regulatory Requirements
- How to Procedures
  - Preparation of Waste for Collection
  - Proper Containment Practices
  - Size and Weight Restrictions
  - Cart Information
- Storm Damage Cleanup Schedules
- Communication Procedures

To meet the standards for proper communication with the public, the following techniques may be used:

- Television Cable Bulletins - As bulletins are issued, each will be placed on the City Community Services Section of the local cable television.
➢ Posting of Bulletins in Township Offices - Waste Collection Notices will be posted on the Community Bulletin Board in the Orion Township Offices.

➢ Personal Presentations - Presentations to Service Clubs, Churches, Schools and Township Meetings. The administrative staff of GFL will be prepared to address local community service organizations, church groups, school assemblies, at their request, about waste related programs of procedures.

➢ Newsletters to Orion Township Residents - GFL, in concert with the administrative staff of Orion Township, will distribute periodic newsletter releases to Township residents. The newsletter will be distributed as required in the bid document.

➢ Customer Care Center - GFL will operate a Customer Care Center that will be available to Orion residents for the purpose of addressing specific questions that arise on a daily basis. Residents may communicate by telephone and obtain immediate general information, or, obtain a very timely reply to an unusual or abnormal occurrence.

➢ Local Newspapers - Service information can also be distributed to residents through local news publications.

➢ The GFL Website will also be an essential part of our Educational Program for Orion residents.
Charter Township of Orion

Residential Solid Waste Services

GFL Environmental USA Inc (GFL) - Unacceptable Waste / HHW and Medical Waste

GFL cannot accept any liquid or hazardous chemicals during the normal collection schedule that the USEPA considers dangerous and that can catch fire, react or explode when mixed with other substances or if it is corrosive or toxic. This may include ammunition, antifreeze, fire extinguishers, gasoline, lacquers, oils, or any other product labeled dangerous, flammable, combustible, poisonous or corrosive. Please read all directions and precautions prior to use.

Disposal of liquid and/or hazardous chemicals with your regular household trash is prohibited. Liquid, power and/or granular substances, when placed in a plastic bags or cans/carts, could catch fire, cause an explosion, burn or spray when it is compacted into our vehicles or mixed with other products and cause serious injury and even fatalities.

Whenever you need to discard containers or products leftover, please read all warnings and dispose of per the manufactures recommendations.

Accepted products

- Medical sharps/needles, can be placed in a puncture proof container, such as a heavy-duty detergent container or coffee can, and placed out with your regular household trash.

- Latex paints, small amounts of paint can be placed out for collection. Residents only need to do is solidify with sand or kitty litter and place out with your regular household trash.

- Car tires can be collected with your regular household trash provided they are cut into four equal quarters.

- Other unusual products may be accepted based on the type and quantity. Please contact our Customer Care Center at 844.464.3587 for assistance.
Notification:

When any of our collection personnel come across any HHW or Medical Waste set out, they immediately notify their respective supervisor and report the address if there are any immediate health issues to residents or the general public.

Once identified, our supervisor will tag the unacceptable waste, secure the immediate area if there is a safety hazard, and notify the appropriate Township representative. The Township would then contact the resident or send out code enforcement for corrective action.

The unacceptable waste process above can be modified at any time during the contract period at the request of either the Orion Township representative(s) or GFL.
Charter Township of Orion

Residential Solid Waste Services

GFL Manpower Analysis

Please find listed below the GFL Manpower Analysis based on job classification;

GFL Residential Collection - State of Michigan CDL A or B certified drivers 6-9
- Includes trash, recycling, yard waste and bulk collection vehicles.

GFL Residential Collection - Laborers 2-4

GFL Residential Collection - Bulk Waste Driver 1

GFL Front Load Service – State of Michigan CDL A or B certified drivers 1

GFL Roll Off Service – State of Michigan CDL A or B certified Driers 1

GFL General Manager 1

GFL Supervisor 1

GFL Operations Manager 1

GFL Contract Administrator 1

GFL Customer Service Team – Manager, Assistant Manager and twenty five Team Members

GFL Maintenance Team – personnel as needed.

Note: Variations in the GFL Manpower Analysis is directly related to seasonal fluctuations, discontinuation of annual yard waste collection and changes in the collection schedule.
Charter Township of Orion

Residential Solid Waste Services

GFL Environmental USA Inc (GFL) New Hire Procedures and Testing Requirements

- Application received/submitted
- Applications reviewed by Hiring Manager
- Contact is made to prospective employee to schedule interview
- Interviews are held
- Offer position to qualified candidates
- Once position is accepted, schedule drug screening, new hire physical and MVR are scheduled
- Once results are received, contact prospective employee to complete new hire paperwork
- Hiring Manager and/Human Resources review paperwork and complete New Hire Orientation
- Obtain all necessary documents/paperwork and provide to Human Resources
- Hiring Managers completes New Hire Form indicating name, hire date, position and effective date
- Human Resources reviews paperwork for accuracy/completion and enters into payroll system
- Human Resources completes E Verify Process
- Throughout the year random drug and alcohol testing is required per the Federal and Michigan DOT regulations for safety sensitive positions.
The Environmental Services Safety Manual will discuss proper safety reporting and procedures for all GFL Departments.
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GFL Policy Letter

SAFETY AND HEALTH POLICY FOR GFL

The purpose of this policy is to develop a high standard of safety throughout all operations of GFL.

We believe that each employee has the right to derive personal satisfaction from his/her job and the prevention of occupational injury or illness is of such consequence to this belief that it will be given top priority at all times.

It is our intention here at GFL to initiate and maintain complete accident prevention and safety training programs. Each individual from top management to the working person is responsible for the safety and health of those persons in their charge and coworkers around them. By accepting mutual responsibility to operate safely, we will all contribute to the wellbeing of all personnel.

Sincerely,
GFL
GFL Orientation for New Hires

Donny – 1 Hour – Will cover a day at GHL
Human Resources Manager – ½ filling out and reviewing paperwork and going to hiring procedures
Mario – 1-2 Hours – Cover truck inspections, truck procedures, CSA and fire/spill protocol

At the end of the day new hire will spend time with supervisors at fuel island to see end of the day procedures and get a up close and personal look at all of the different types of trucks.

New Hire Mornings – Part 1

When walking through gate make sure you are ready for work once you are on the GFL property, it is your responsibility. Proper working uniform consists of:

a. Proper Boots. Do not walk through the gate with sandals, flip flops, tennis shoes or bare foot. You will be sent home.
b. Proper pants or shorts. Shorts have to be solid colors (blue, black, gray or khaki) no stripes or wild colors. Jean shorts can be worn same goes for pants.
c. Shirts Must be worn. No tank tops, torn sleeves or shirts with offensive wording or graphic designs. You will be provided with vest and shirts which must be worn at all times. This is for your safety.
d. Hats. GFL hat only.

Some helpful tips on some work gear that will benefit you.

1. Backpack-duffle bag. Bring a change of clothes with you, for rainy or cold days.
2. Water, water, water. Fill a gallon jug halfway with water and freeze overnight, then fill the rest up in the morning. On extreme heat days I suggest filling an extra jug up all the way and freeze it overnight. It will melt part way through the day and you will have cool water to drink.
3. Lunch. Bring a light lunch and space out your portions – on hot days I suggest not eating fast food or large portions, you will cramp up and get sick.
Uniforms

At the time of hire all GFL employees will be informed at the time of hire of our strict uniform policy. All employees will be required to have work boots, that are 6 inches from the bottom of the foot up to the ankle tied tightly. They will also be required to wear work pants in blue or black, or jeans that are presentable. Any employee that comes to work without work boots or proper pants on will be sent home. At the time of hire all new employees will be provided with 2 GFL reflective vests. They are required to have one on at all times during work. This will be the required uniform for the employee’s first 30 days of employment.

When the employee hits the 30 day mark, they will be eligible for a GFL uniform kit. The kits are as follows:

The Summer Kit: Will take place in May and will consist of the following:
6 Shirts - Long and short, employees have option
2 Hoodies

The Winter Kit: Will take place in December and will consist of the following:
1 Jacket
6 Shirts - Long and short, employees have option
2 Hoodies

If an employee comes in without the proper uniform, they will be given a spare vest and warned. If that same employee comes in again without the proper uniform, he will be sent home. If he comes in a third times without the proper uniform the employee will be terminated.
New Hire Mornings – Part 2

Some helpful tips dealing with the elements.

1. Summers – on extreme hot days stay covered and do not remove your shirt while in section it is automatic termination. Instead soak your shirt in cold water, ring it out and put back on. Do the same with your hat. This is the best way to stay cool, if you do this every hour you will be fine and stay hydrated.
   a. Avoid dark shirts, always wear light colors.
   b. Wear boxer briefs to avoid rashes and chaffing.
   c. Do not wear jeans when temps are 80 degrees and above, you will be miserable.
   d. Bring a towel.

2. Winters – dress in layers, loaders once you get moving you will heat up so it is best to dress in layers.
   Your feet are the most important along with your hands, some suggestions on how to layer are:
   a. Nyloons – yes women’s nylons followed by long Johnson, then a wind breaker pant you can find all of these garments at a Walmart or a Meijer.
   b. Boots – invest in a good warm waterproof boot. If your feet get wet and cold you are in for a very long day. Bring a change of socks after you pull a load, change your socks.
   c. Gloves – best winter gloves are the neoprene glove. The ones that ice fishers wear, then put a cloth glove over them to avoid tears in gloves.
   d. Face Mask or Ski Mask

New Hire Mornings – Part 3

Once you come into the building make sure you check in with the supervisors that are checking everyone in, they will direct you to your direct supervisor. Make sure you punch in and out every day, this is company policy. Once you get your first check the 4 digit number is the number that you will use to punch in and out. Once you meet with your supervisor grab a DVR and Route Sheet and make your way to your truck. While walking out to your truck watch your step, there are lots of cracks in the concrete, also watch for truck traffic this is why reflective gear is company policy. It is dark in the morning so watch out and do not always assume they see you. Once on the truck perform a proper pre-trip. You are the driver, once you are out on the road you are responsible for the safety of that truck, the DVR is a legal document so if you sign off on it, and you take the truck out and rear end someone and the brakes on the truck are bad you did not have it looked at to be fixed, it is your fault.
New Hire Mornings — Part 4

*DO’S*
1. Make sure you have proper uniform
2. Make sure you have license and medical card
3. Watch where you step
4. Watch for trucks
5. Do a proper pre-trip—someone’s life is depending on it
6. Always stop at the stop sign when leaving we share Elmridge with a bus yard
7. Never exceed 5 miles per hour when driving in the yard

*DON’T’S*
1. Come to work un-prepared
2. Skip your pre-trip
3. Pull truck up along building to get something

*DON’T EVER*
1. Park on Elmridge when leaving or coming back to the yard—you will be written up

New Hire — Responsibilities — Expectations once you leave the yard — Part 1

Once you leave the yard, you are required to obey all traffic laws—proper speed limits, proper signaling, wearing seat belts, not talking on the phone, proper following distance and obey all traffic signals. When you get to a section customer service is a top priority at GFL. You are required to service each resident, put cans upside down on grass, clean up any messes, you will be provided stickers in the case you need to leave something, make sure you mask why you are leaving stop and call your supervisors so we can check the stop out. We try to keep workers on same routes so you become familiar with the same thing every day. While in the section make sure you obey all stop signs and speed limits, if you turn down a street that has a school and the school is letting in or out children, get off of that street immediately and come back at another time. This is both GFL policy and the law, if police see you on a street with a school on it and you are servicing it while school is letting in or out you can count on a ticket. Always stay focused and watch out for children playing in or around the streets and pedestrians at cross walks.
New Hire - Responsibilities - Expectations once you leave the yard - Part 2

- In our industry you are required to do a lot of backing up and most of our accidents are when backing up. You are responsible for safe backing so build a communication with your loader on how you want him to back you up. If you are backing your loader should get off step and make sure traffic is clear and then wave you back once you clear traffic. Let loader on the step and continue backing. Scan your mirror and under any circumstances if you lose sight of your loader do not continue to back up, stop and find him.
- While working in section do not stand directly behind blade. When packing things can fly out of the hopper and cause serious injury.
- While packer is in motion never stick hand in hopper—it can crush a car what do you think it will do to your body.
- Never ever speed with a loader on the back or driver more than half a mile with the loader on the back. You could hit a bump and he could fall off. While in section watch out for tree branches, mail boxes and parked cars-your loader may not see it. You are responsible for your loader and his safety—Never forget that.

New Hire - Responsibilities - Expectations once you leave the yard - Part 3

- Driver while you are working in the streets and cars are coming, pump your airbrakes so loader is aware cars are coming so he does not walk into oncoming traffic.
- Loaders do not wear headphones and stay alert, especially on borders.
- At GFL we run several different types of equipment— we have rear load packers, one man packers, claw trucks, frontload, rolloff, can delivery, etc. If you have any questions or are unsure of something, it is policy to let supervisor know so he can show you or get a mechanic to show you. Do not leave the yard if you are unsure about something—Mario will be reviewing truck styles with you later.
- If you drive a one man truck and you are driving from right side, do not exceed 25mph or drive more than a mile—if you are seen driving down main roads to the dump from that side you will be terminated.
- Be aware the blind spots change when you are driving from right side so take your time. If you are unsure if there is a parked car next to you get out and look—better to be safe than sorry.

New Hire - Responsibilities - Expectations once you leave the yard - Part 4

- When working on route do not exit truck when truck is in motion, make sure truck is stopped and brake is engaged. Loaders do not jump off truck when in motion, this is how you blow ankles out.
Most common injuries for workers:
1. Back Sprains: loaders if something is too heavy call driver out to help you—if is crazy heavy tag it.
2. Ankle Sprains
3. Shoulder Strains
- Drivers, do not ever think that you are just a driver; you are required to help out the loader as well. Always report any/all accidents or injuries—immediately—Failure to report an accident or injury is termination.
New Hire – Safe Driving

- A truck that is loaded handles and stops a lot differently than an empty truck.
- When you are loaded you require a much greater stopping distance so be sure to keep your distance and do not tailgate, you should keep at least 6 seconds distance from the car in front of you.
- A loaded truck has a greater chance of a rollover. You must reduce speeds even greater when entering turns - remember a trash load is heavier, than recycling and compost is even heavier than trash – so pay attention to your load.
- Weather pays a role as well, your truck will slide when turning in rain and snow so take slow and give yourself an even greater distance to stop – when working in section during the fall wet-leaves in the street are very slick so be aware.

*When making turns always make sure your lift axles are up – your truck will slip and you will rip off your axles*

New Hire – Dumping Procedures – Part 1

- We have several dump sites that we use, we have landfills, transfer stations, recycling centers, and compost sites. Always obey by their rules, some sights may require hard hats. Always obey the posted speed limits and stop signs, seat belt rules and no cell phones. You are surrounded by all heavy equipment and uneven ground so pay attention and follow the rules. Failure to do so could cost you your life.
- When at dumping face make sure you keep 8-12 feet spacing from the guy next to you, keep eyes open for people walking while backing up. Loaders always stay in the cab and watch out for others, do not just assume they see you. Do not get close to earth movers.
- Once truck is empty clean off back seal and lower tailgate. Never walk under tailgate.
- Always keep wall to front of truck after you dump and are driving back to section the reason for this is it damages the cylinder and they cost 5-10 grand a piece.

*Always keep tippers up* The only time they should be down is in the section.

New Hire – Dumping Procedures – Part 2

*Lower your tailgate and double check it*

There is no excuse for forgetting this.

*If you leave the dump with your tailgate up you will be terminated*

What do you think will happen when you hit a bridge at 40mph with your tailgate up?
New Hire - Back at the yard - Part 1

- When you arrive the gate will open, pull up and let loader out of the truck, the girls at the window will check your truck in.
- Follow yard flow always to fuel pumps unless told otherwise by your supervisor.
- Make sure tippers are up when done in the section.
- Once fueled park truck in numbered parking spot.
- Make sure cabs are clean, do not leave anything on the dash board. Trucks are inspected nightly. Throw out garbage and not on the ground, throw it in a can or in your truck.
- Winter-Plug your truck in
- Drain air tanks/turn off disconnect
- Turn in route sheet, put in supervisor box
- Turn in DVR-this is required nightly to make sure any defects are fixed
- Keep back blades clean, should shovel out daily-this is required for mechanical reasons, hydraulic lines are in box if trash builds up, the lines will start breaking and fittings come lose.
- DO NOT stop on Elmridge - EVER
- MAKE SURE you punch out - ALWAYS

New Hire - Rules-Tips - Part 1

*ALWAYS*
- Always punch in
- Always be in uniform
- Always stop at stop sign when leaving yard
- Always obey state and local laws
- Always provide exceptional customer service
- Always do a proper pre trip
- Always practice safe backing
- Always look out for the safety of your loader
- Always watch for children and pedestrians
- Always use your signals
- Always obey dump facility rules
- Always clean your truck
- Always keep your tippers up-except in section
- Always drop your loader off at gate
- Always fill up gas tank
- Always fill out paperwork
- Always do a proper post trip
- Always be safe
- Always go home to your family, no job is worth risking your life for
- Always park your personal vehicle in the right spot

New Hire - Rules-Tips - Part 2
- Never break the Always rules
- Never be Unsafe
Vehicle Inspection

- Always ensure you have all safety devices before leaving for the road test, fire extinguisher-charged, spare fuses and triangles-three.
- When checking everything, first describe it as "Mounted and Secured"
- Begin test when you exit the building. As soon as you see the truck check that the truck is not leaning and there are no puddles or leaks under the truck.

Engine Compartment:
- Leaks/Hoses/All Belts
- Oil Level
- Coolant level
- Water pump/fan
- Air Compressor

- No more than ¾ inch play
- All fluids are safe operating range
- Power steering fluid
- Alternator
- Check all wires and hoses make sure they are not cracked, dry rotted rubbing or exposed

Body:
- Steering box/Hoses
- No More than ten degrees of play or 2 inches on a 20 inch wheel-done in cab with power steering.

Front Suspension:
- Leaf Springs
- Shocks
- Mounts
- Check drag link for Castle nuts and cotter pins.

Front Brakes:
- Slack Adjuster
- Hose/Line
- Rim
- Hub oil seal
- 4/32 Inch Tread depth on front tires
- Chamber
- Disc/Drums/Linings
- Tire
- Lug Nuts
- No more than 1 inch of play where push rod attaches

Side of Vehicle:
- Door/Mirror/Stop arm
- Battery/Box
- Exhaust System
- DOT reflective tape (Required on all three sides of the vehicle, rear and both sides, not required in the front.)
- Fuel Tank
- Drive Shaft
- Frame
- Check frame whenever visible
- Check frame cross members
Rear Suspension:
- Springs/air/torque
- Shocks

Rear Brakes:
- Slack Adjusters
- Chambers
- Hose/lines
- Discs/Drums/Linings

Rear Wheels:
- Rims
- Tires
- Axle Seals
- Lug Nuts
- Spacers
- 2/32 inch tread depth

Rear of Vehicle:
- Splash Guards
- Doors/Tires/List.
- License Plate/licht

Cab:
- Clutch/Gearshift
- Oil pressure gauge
- Temperature Gauge
- Voltmeter
- Mirrors/Windshield
- Emergency Equipment
- Steering play
- Wipers
- Lighting Indicators
- Horns-City & Air Horn
- Power Steering is checked when truck is started
- Heater
- No more than 10 degrees of play or 2 inches on a 20 inch wheel

Brake Check:
- Start Engine
- Build air pressure-cut out at 100-125 psi
- Stop engine-ensure you turn key to on position so alarms work
- Press parking brake control knob
- Press foot brake and hold to ensure no more than 3 psi is lost in one minute
- Fan off pressure so "low pressure warning alarm" at 60 psi
- Fan off pressure so brake pops at 40 psi
Safety Check:
- Lights and reflectors working
- Clearance/Strobe
- Tilt-turns
- 4-way-brake

Test Parking Brake:
- Stop the vehicle, put the parking brake on, and gently pull against it in a low gear to test that the parking brake will hold.

Test Service Brake:
- Wait for normal air pressure, release the parking brake, move vehicle forward slowly (about 5 mph) and apply brakes firmly using the brake pedal, not any pulling to one side or unusual feel, or delayed stopping action.
Accident Reporting Procedure

1. PURPOSE
The purpose of this procedure is to ensure the consistent, timely reporting of vehicle accidents. It covers the reporting of every vehicle accident involving injury or damage to company vehicle on-site or off-site on GPL business or property. It applies to all GPL workers involved in a vehicle accident with a company vehicle.

2. ACCIDENT PROCEDURES
Anyone involved in a vehicle accident and must report it immediately. If an accident happens and is not reported immediately, employee will be immediately terminated.

STEP 1. Contact your immediate supervisor according to your individual department. Never assume that someone else will follow through with reporting needs. Do not admit liability for anything that happened or assume that the City or anyone else is responsible for the accident or for the damage. The accident will be sorted out by the police, your direct supervisor, and the Safety Committee during the investigation process.

STEP 2. The supervisor and/or Driver should cause the following things to be completed as quickly and efficiently as possible.
- Obtain the names, addresses and phone number (at least 1 good contact number) of any possible witnesses. Interview the witnesses and prepare a report including statements from the witnesses. The report should also include suggestions from the driver involved on how to prevent a similar accident in the future.
- Take a minimum of 6 pictures to include clear pictures of any and all damage caused, all sides of the vehicle (front, back and both sides), and a picture of the vehicles license plate.
- Prepare an accident report (See attached Form A) with all of the necessary information. The reports and pictures should be prepared to reflect the seriousness of the accident.
- If GPL employee was also injured be sure to submit the Injury report with the accident report (See Injury Reporting Procedures for directions on properly completing forms.)
- At the end of the work day the involved driver must go to Concentra Urgent Care to have a DOT regulated drug screening done. If driver does not go the same day as the accident that is ground for immediate termination.

STEP 3. Once all paperwork is completed, pictures are printed in color and drug screening is done all paperwork is then submitted to Human Resources Manager.

STEP 4. Once received by Human Resources the paperwork is then submitted to GPL insurance carrier and claim is filed.
Injury Reporting Procedure

1. PURPOSE
The following procedures, which are in accordance with Michigan Laws, are provided to assist employees in reporting all work related injury or illness to ensure compliance with State and Company regulations and policies.

2. INJURY PROCEDURES FOR LIFE-THREATENING MEDICAL EMERGENCIES – INJURIES OR ILLNESSES THAT REQUIRE IMMEDIATE MEDICAL CARE.
   If an employee is having a medical emergency, he/she or a co-worker may call 911 for emergency medical treatment to be dispatched or contact your direct supervisor immediately to have them transport you to the nearest emergency room.

3. NON-LIFE THREATENING INJURIES OR ILLNESSES. The following procedure must be followed in a work related injury or illness.
   **STEP 1.** Injured worker must report the on the job injury to his/her supervisor immediately.
   **STEP 2.** If injured worker perform required work duties with the injury, supervisor will take employee to nearest Concentra urgent care where injury will be treated and employee will be drug screened.
   Upon returning to the office, injured worker must fill out Sections 1 and 3 of the Employee’s Basic Report of Injury Form (see attached Form B). Submit the form and paperwork from any medical care provided to Human Resources.
   **STEP 3.** If injured worker can complete the remainder of the day with the injury, upon returning to the office at the end of the day employee must see Human Resources to determine if medical treatment is necessary. Note: If you deny medical treatment on the day of the injury, fail to report it to proper authorities or were injured due to not wearing proper foot ware GFL will not be responsible for any treatment. If it is decided that treatment is necessary then upon returning to the office after receiving treatment employee must fill out sections 1 and 3 of the Employer’s Basic Report of Injury Form and submit to Human Resources with any paperwork given from medical treatment. **STEP 4.** Once all paperwork is received by Human Resources it is submitted and a Workman’s Comp Claim is filed.
Charter Township of Orion

Residential Solid Waste Services

BILLING & COLLECTION PRACTICES AND PAYMENT OPTIONS

- We currently invoice residents for a number of municipalities, including Rochester Hills, in-house for solid waste, yard waste and recycling services and are prepared to continue this practice if awarded the solid waste contract in the same manner.

- The current invoice we mail out is 8 1/2 x 11 and includes a self addressed envelope. Orion Township residents will be billed quarterly and in advance as we currently bill our subscription accounts. Invoices will be mailed out per the Township speciation on page #19, top two bullet points, at top of the page. This will be done usually two (2) weeks prior to the start of each new service quarter. Invoices need to be paid prior to the start of each new service period.

- We currently accept payments on line, by Visa, Master Card and American Express or payments can be mailed directly to our lock box. GFL will also continue to provide all the services and discounts from Electronic Payments, to Senior Discounts and Annual Pre-Payment as referenced in the Orion Township RFP. We also recognize that the Service Suspension Credit is an essential component of the billing and collection process.

- Invoices unpaid after 90 days will be considered delinquent and GFL will follow established Orion Township procedures as outlined in the RFP, page #43, Section 4 a.-c Delinquent accounts each year will be forwarded to the Township for collection on the tax rolls after efforts to collect the past due amount have been completed. A late fee of Twelve (12%) will be applied to each account that has not paid their invoice on the fiftieth (50TH) day into the new service period.
Charter Township of Orion

Residential Solid Waste Services

Multi-Unit Residential Curbside

Currently GFL provides household solid waste, recycling, yard waste and bulk waste services to over three hundred condominium associations and HOA’s that are not directly related to any municipal contract. These complexes contract directly with GFL and receive the same excellent service that all of our other municipalities do.

Each product is collected separately at the point of set-out, usually at the road right of way, and taken to the appropriate disposal or processing site. We offer a couple of different recycling options allowing each complex to decide if they want to supply their own recycling containers or have us provide the container.

Other services available;

- Front load containerized service, trash and recycling
- Roll off container service, trash and bulk waste
- Cart management
Charter Township of Orion

Residential Solid Waste Services

Tab # 8. – Technical Proposal – Form C-I

➢ Table of Contents – Please see the following documents on the succeeding pages.

- Collection Vehicles – Forms C, D, E, F, G, H, and I
- Maintenance Overview
# TECHNICAL PROPOSAL – FORM C

## RESIDENTIAL SOLID WASTE COLLECTION VEHICLES

### 1. Manufacture and Model

| Cab and Chassis | Peterbilt + Mack RLD4 |
| Body            | New Way Side Winder |

### 2. Number of Vehicles

| Currently Owned | 6 |
| Planned for Purchase | **As needed** |

### 3. Cab and Chassis

| Walk-in Cab | **Yes** |
| Dual Drive  | **Yes** |

### 4. Body

| Rated Capacity | **31 yards** |
| Practical or Net Capacity | **31 yards** |
| Number of Bins/Compartment | 1 |
| Expected Material Density (Fully Loaded) | **750 lbs per yard** |
| Type of Body Loading (front, rear, side load, etc.) | **Side** |
| Direction and Type of Unloading (rear hoist, rear extrusion, side, etc.) | **Rear** |
| Overall height when roof of body is open | **13 ft 4 in** |

### 5. Will the vehicles be owned, leased or other?

**owned**

### 6. Rate of Fuel Usage

**3.75 gals per HR**
**TECHNICAL PROPOSAL - FORM D**

**COMMERCIAL SOLID WASTE COLLECTION VEHICLES**

<table>
<thead>
<tr>
<th>1. Manufacture and Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cab and Chassis</td>
</tr>
<tr>
<td>Body</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Number of Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Currently Owned</td>
</tr>
<tr>
<td>Planned for Purchase</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Cab and Chassis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walk-in Cab</td>
</tr>
<tr>
<td>Dual Drive</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Body</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rated Capacity</td>
</tr>
<tr>
<td>Practical or Net Capacity</td>
</tr>
<tr>
<td>Number of Bins/Compartments</td>
</tr>
<tr>
<td>Expected Material Density (Fully Loaded)</td>
</tr>
<tr>
<td>Type of Body Loading (front, rear, side load, etc.)</td>
</tr>
<tr>
<td>Direction and Type of Unloading (rear hoist, rear extrusion, side, etc.)</td>
</tr>
<tr>
<td>Overall height when roof of body is open</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Will the vehicles be owned, leased or other?</th>
</tr>
</thead>
<tbody>
<tr>
<td>owned</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Rate of Fuel Usage</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.50 gals per HR</td>
</tr>
</tbody>
</table>
## TECHNICAL PROPOSAL – FORM E

**RESIDENTIAL RECYCLING COLLECTION VEHICLES**

### 1. Manufacture and Model

<table>
<thead>
<tr>
<th>Cab and Chassis</th>
<th>Mack LEU</th>
<th>Peterbilt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Body</td>
<td>New Way</td>
<td>Side Winder</td>
</tr>
</tbody>
</table>

### 2. Number of Vehicles

<table>
<thead>
<tr>
<th>Currently Owned</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planned for Purchase</td>
<td>As needed</td>
</tr>
</tbody>
</table>

### 3. Cab and Chassis

<table>
<thead>
<tr>
<th>Walk-in Cab</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dual Drive</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### 4. Body

<table>
<thead>
<tr>
<th>Rated Capacity</th>
<th>28 yds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Practical or Net Capacity</td>
<td>24 yds</td>
</tr>
<tr>
<td>Number of Bins/Compartments</td>
<td>1</td>
</tr>
<tr>
<td>Expected Material Density (Fully Loaded)</td>
<td>475 lbs per yard</td>
</tr>
<tr>
<td>Type of Body Loading (front, rear, side load, etc.)</td>
<td>Side</td>
</tr>
<tr>
<td>Direction and Type of Unloading (rear hoist, rear extrusion, side, etc.)</td>
<td>Rear</td>
</tr>
<tr>
<td>Overall height when roof of body is open</td>
<td>13 ft 4 in</td>
</tr>
</tbody>
</table>

### 5. Will the vehicles be owned, leased or other?

**Owned**

### 6. Rate of Fuel Usage

**3.50 gals per hr**

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### TECHNICAL PROPOSAL – FORM F

#### COMMERCIAL RECYCLING COLLECTION VEHICLES

<table>
<thead>
<tr>
<th>1. Manufacture and Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cab and Chassis</td>
</tr>
<tr>
<td>Body</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Number of Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Currently Owned</td>
</tr>
<tr>
<td>Planned for Purchase</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Cab and Chassis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walk-in Cab</td>
</tr>
<tr>
<td>Dual Drive</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Body</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rated Capacity</td>
</tr>
<tr>
<td>Practical or Net Capacity</td>
</tr>
<tr>
<td>Number of Bins/Compartments</td>
</tr>
<tr>
<td>Expected Material Density (Fully Loaded)</td>
</tr>
<tr>
<td>Type of Body Loading (front, rear, side load, etc.)</td>
</tr>
<tr>
<td>Direction and Type of Unloading (rear hoist, rear extrusion, side, etc.)</td>
</tr>
<tr>
<td>Overall height when roof of body is open</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Will the vehicles be owned, leased or other?</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Rate of Fuel Usage</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.50 gals per HR</td>
</tr>
</tbody>
</table>
# TECHNICAL PROPOSAL – FORM G

## RESIDENTIAL YARD WASTE COLLECTION VEHICLES

<table>
<thead>
<tr>
<th>1. Manufacture and Model</th>
<th>Mack</th>
<th>Freightliner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cab and Chassis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Body</td>
<td>MCNeilus</td>
<td>Heil</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Number of Vehicles</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Currently Owned</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Planned for Purchase</td>
<td>AS needed</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Cab and Chassis</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Walk-in Cab</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Dual Drive</td>
<td>NO</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Body</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rated Capacity</td>
<td>25 yards</td>
<td></td>
</tr>
<tr>
<td>Practical or Net Capacity</td>
<td>25 yards</td>
<td></td>
</tr>
<tr>
<td>Number of Bins/Compartments</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Expected Material Density (Fully Loaded)</td>
<td>950 lbs per yard</td>
<td></td>
</tr>
<tr>
<td>Type of Body Loading (front, rear, side load, etc.)</td>
<td>Rear</td>
<td></td>
</tr>
<tr>
<td>Direction and Type of Unloading (rear hoist, rear extrusion, side, etc.)</td>
<td>Rear</td>
<td></td>
</tr>
<tr>
<td>Overall height when roof of body is open</td>
<td>13 ft 4 ins</td>
<td></td>
</tr>
</tbody>
</table>

| 5. Will the vehicles be owned, leased or other? | owned |

| 6. Rate of Fuel Usage | 3.75 gals per HR |
# TECHNICAL PROPOSAL – FORM II

## COMMERCIAL YARD WASTE COLLECTION VEHICLES

### 1. Manufacture and Model
- Cab and Chassis: NO BID
- Body: 

### 2. Number of Vehicles
- Currently Owned: 
- Planned for Purchase: 

### 3. Cab and Chassis
- Walk-in Cab: 
- Dual Drive: 

### 4. Body
- Rated Capacity: 
- Practical or Net Capacity: 
- Number of Bins/Compartmentns: 
- Expected Material Density (Fully Loaded): 
- Type of Body Loading (front, rear, side load, etc.): 
- Direction and Type of Unloading (rear hoist, rear extrusion, side, etc.): 
- Overall height when roof of body is open: 

### 5. Will the vehicles be owned, leased or other?
- 

### 6. Rate of Fuel Usage
- 

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**TECHNICAL PROPOSAL – FORM I**

Descriptive Listing of All Equipment Available Immediately for Use in the Performance of the Work Outlined

<table>
<thead>
<tr>
<th>YEAR</th>
<th>MODEL</th>
<th>LICENSE PLATE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>NOTE: All vehicles will be purchased for the Charter Township of Orion Project</strong></td>
</tr>
</tbody>
</table>

**Equipment Contractor will Purchase to Augment its Present Equipment if Awarded the Contract**

*Additional equipment will be purchased as needed throughout the term of the agreement to accommodate our original deployment of equipment listed above, to the requirements set forth in the bid document.*
Charter Township of Orion

Residential Solid Waste Services

Maintenance Overview for GFL

GFL Environmental USA Inc (GFL) currently has a combined total of over 40,000 square feet of maintenance area along with 25 service bays operating out of two service locations to maintain our fleet of over 500 collection and auxiliary vehicles. Our maintenance department operates 24 hours a day, six days a week, and when weather conditions or unusual circumstances dictate, we have the capability to operate our sites on Sunday.

We pride ourselves on our service department and our FMCSA fleet safety scores and work very hard to maintain that level of attention our vehicles require. You won’t see a dirty GFL truck, the entire fleet gets washed every week throughout the year to maintain a clean and presentable appearance as we travel throughout the communities we service and even the one’s we don’t. The appearance of our trucks is our best advertisement to become a valued GFL customer.

Preventative maintenance schedules are performed every 200 hours and include a complete truck inspection which is documented and kept on file for every vehicle in our fleet. “A” PM schedules are done every 200 hours and “B” PM schedules are completed every 400 hours. Drivers perform daily pre and post trip truck inspections at the beginning and end of every shift in accordance to FMCSA standards and daily records are kept on those as well. If a defect is found on a drivers daily write up, that vehicle is repaired that night. We keep over $500,000 worth of spare parts on hand at all times for our vehicles to keep down time to a minimum. This includes premium quality USA made brakes and suspension components, to pumps, cylinders, and hydraulic components, to springs and tires. We have everything needed to keep our fleet up and running when breakdowns occur and keep downtime to a minimum, unusually within forty five minutes or less.

We also have 4 fully stocked service trucks that are rolling every day to service our trucks in the street in the event of a breakdown. They are stocked with parts, welders, tires, and each truck is equipped with its very own hydraulic hose making machine. Having 4 service trucks allows us to be on site quickly in the event of a breakdown, usually within thirty minutes. In the event that a truck has to be towed we have 3 towing companies that work for us and cover the whole metro Detroit area. Between the three companies they have over 20 heavy wreckers to get a broken down vehicle cleared within the hour. Having an adequate supply of spare trucks allows us to quickly replace a vehicle that can’t be repaired on the road and not delay the collection process.
Charter Township of Orion

Residential Solid Waste Services

Tab # 9. – Technical Proposal – Form J / references forms

➢ Table of Contents – Please see the following documents on the succeeding 2 pages.

- Charter Township of Bloomfield
- City of Bloomfield Hills
- Charter Township of Clinton
- City of Mount Clemens
- City of Royal Oak
CONTRACTOR REFERENCE FORM

Provide a separate form for each Michigan community that your company provides single hauler services for.

<table>
<thead>
<tr>
<th>Community Name:</th>
<th>Charter Township of Bloomfield</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Address:</td>
<td>4200 Telegraph Rd, Bloomfield Hills MI 48303-0489</td>
</tr>
<tr>
<td>Community Contact Name:</td>
<td>Tom Trice, Director of Public Works</td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td>(248) 499-7732</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:ttrice@bloomfieldtwp.org">ttrice@bloomfieldtwp.org</a></td>
</tr>
</tbody>
</table>

Describe Services Provided to this Community:

- Weekly collection of household solid waste, Recycling
- Yard waste and Bulk waste collection services
- Household Hazardous waste events
- GFL pays Disposal + Processing Fees

2018 Pricing for all Services Provided by Contractor to Community
CONTRACTOR REFERENCE FORM

Provide a separate form for each Michigan community that your company provides single hauler services for.

<table>
<thead>
<tr>
<th>Community Name:</th>
<th>City of Bloomfield Hills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Address:</td>
<td>45 E Long Lake Rd Bloomfield Hills MI 48304-2322</td>
</tr>
<tr>
<td>Community Contact Name:</td>
<td>David Hendrickson City Manager</td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td>(248) 530-1404</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:dhendrickson@bloomfieldhills.mi.net">dhendrickson@bloomfieldhills.mi.net</a></td>
</tr>
</tbody>
</table>

Describe Services Provided to this Community:

- Weekly collection of household solid waste, recycling
- Yard waste and bulk waste collection services
- GFL pays disposal and processing fees

2018 Pricing for all Services Provided by Contractor to Community

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## CONTRACTOR REFERENCE FORM

Provide a separate form for each Michigan community that your company provides single hauler services for.

<table>
<thead>
<tr>
<th>Community Name:</th>
<th>Charter Township of Clinton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Address:</td>
<td>40700 Romeo Plank Rd, Clinton Twp, MI 48038</td>
</tr>
<tr>
<td>Community Contact Name:</td>
<td>Brian Girard, Asst. Superintendent, Department of Public Works</td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td>586-280-8000</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>bgirard@clinton township.mi.gov</td>
</tr>
</tbody>
</table>

**Describe Services Provided to this Community:**

- Weekly collection of household **Solid waste, Recycling, Yard waste and Bulk waste collection services**
  - GFL pays disposal and processing fees

**2018 Pricing for all Services Provided by Contractor to Community**
# TECHNICAL PROPOSAL – FORM J

## CONTRACTOR REFERENCE FORM

Provide a separate form for each Michigan community that your company provides single hauler services for.

<table>
<thead>
<tr>
<th>Community Name:</th>
<th>City of Mt Clemens</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Address:</td>
<td>One Cracker Blvd Mt Clemens MI 48043</td>
</tr>
<tr>
<td>Community Contact Name:</td>
<td>Jeff Wood</td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td>(586) 469-6818</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:jwood@cityofmountclemens.com">jwood@cityofmountclemens.com</a></td>
</tr>
</tbody>
</table>

Describe Services Provided to this Community:

- Weekly collection of household solid waste, recycling, yard waste, and bulk waste collection services
- GFL pays disposal and processing fees

## 2018 Pricing for all Services Provided by Contractor to Community
CONTRACTOR REFERENCE FORM

Provide a separate form for each Michigan community that your company provides single hauler services for.

<table>
<thead>
<tr>
<th>Community Name:</th>
<th>City of Royal Oak</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Address:</td>
<td>371 Williams St Royal Oak MI 48068-0064</td>
</tr>
<tr>
<td>Community Contact Name:</td>
<td>Greg Rassel, Director of Recreation and Public Service</td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td>(248) 246 3313</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:greg@romf.gov">greg@romf.gov</a></td>
</tr>
</tbody>
</table>

Describe Services Provided to this Community:

- Weekly Collection of household solid waste, Recycling
- Yardwaste and Bulk Collection services
- GFL pays no disposal or processing fees

2018 Pricing for all Services Provided by Contractor to Community

---

5/01/19 FINAL
REFERENCES

MUNICIPALITIES SERVICED BY GFL ENVIRONMENTAL USA INC ALONG WITH ADDRESS, CONTACT PERSON, TITLE, PHONE NUMBER AND CONTRACT START DATE.

CITY OF ROYAL OAK *
GREG RASSEL, DIRECTOR OF RECREATION AND PUBLIC SERVICE
211 WILLIAMS STREET
ROYAL OAK, MI 48068-0064
248.246.3313
Start Date - 07/2007

BLOOMFIELD TOWNSHIP *
TOM TRICE, DIRECTOR OF PUBLIC WORKS
4200 TELEGRAPH ROAD
BLOOMFIELD HILLS, MI 48303-0489
248.499.772
Start Date - 07/2007

CITY OF MOUNT CLEMENS
JEFF WOOD, DPS DIRECTOR
ONE CROCKER BOULEVARD
MOUNT CLEMENS, MI 48043
586.469.6818
Start Date – 07/2006

CHARTER TOWNSHIP OF CLINTON *
BRIAN GIRARD, ASSISTANT SUPERINTENDENT
DEPARTMENT OF PUBLIC WORKS
40700 ROMEO PLANK ROAD
CLINTON TOWNSHIP, MICHIGAN 48038-2900
586.286.8000
Start Date – 12/2010

CITY OF BLOOMFIELD HILLS
DAVID HENDRICKSON, CITY MANAGER
45 EAST LONG LAKE ROAD
BLOOMFIELD HILLS, MICHIGAN 48304-2322
248.530.1404
Start Date – 04/2015
TECHNICAL PROPOSAL – FORM K

Exceptions to Request for Proposals Specifications and Service Agreement

Proposers are to prepare the Cost Proposal forms based on the program specifications set form in the Request for Proposals documents, without considering any exceptions that may be set forth on this form.

In the event the proposer takes exception to the Request for Proposals specifications they may set forth those exceptions in the following manner:

1. The exceptions are to be presented on a paper whose pages are titled, “Form K: Exceptions to Agreement”.

2. Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the agreement language related to the exception, the manner in which the proposed change would benefit Orion Township, the customers or both, and the specific dollar change in each of the various services rates, as proposed by the proposer in this Request for Proposals, that would take place if the exception was accepted by Orion Township.

3. The exceptions must be followed with the following language without exception.

4. This form must be signed by an individual authorized to commit the proposer’s firm to the agreement in the manner set forth below.

<table>
<thead>
<tr>
<th>Signature:</th>
<th>[Signature]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Lov Bernardicurti</td>
</tr>
<tr>
<td>Title:</td>
<td>V.P.</td>
</tr>
<tr>
<td>Date:</td>
<td>07/1/2019</td>
</tr>
</tbody>
</table>

Please note that if exceptions are taken, all required information, as set forth above must be submitted.
Proposed Solid Waste Disposal Facility

1. Provide substantial evidence and information regarding the location of the solid waste disposal site(s) proposed to be utilized including principal owners, address, telephone number and descriptive explanation of contractual relationship between Contractor and solid waste disposal site, i.e., landfill, incinerator, transfer station.

   *please see succeeding page for Solid Waste disposal information*

2. Provide an explanation of disposal site(s)' ability to guarantee capacity at the facility for Orion Township's solid waste delivered by the Contractor during the term of the contract. What is the contingency plan for continued waste disposal in the event of reduction in facility daily disposal capacity or loss of access to that capacity? Are any expansions expected?

3. What is the willingness to permit flexibility in the volume of waste deliveries for disposal without punitive restrictions?

4. Describe the presence of any potential liability for existing pollution at the site.

5. Provide safety and environmental actions, including lawsuits and regulatory actions against disposal site.
TECHNICAL PROPOSAL – FORM M

Proposed Yard Waste Composting Facility

1. Provide substantial evidence and information regarding the location of the yard waste compost site proposed to be utilized, including principal owners, address, telephone number and descriptive explanation of contractual relationship between Contractor and compost site. *Please see succeeding page for yard waste composting facility information*

2. Describe requirements of the compost site for acceptance of yard waste/lawn debris; i.e., paper yard waste bags, branches and brush, woodchips, etc.

3. Provide an explanation of ability to guarantee capacity at the facility for Orion Township’s yard waste during the term of the contract. What is the contingency plan for continued yard waste composting in the event of reduction in facility daily compost processing capacity or loss of access to that facility’s capacity? Are any expansions expected? Are any other organic materials being considered for addition to the facilities acceptable materials list? Examples include source separated organics, residential food scraps, commercial food scraps, etc.

4. What is the willingness to permit flexibility in volume of yard waste deliveries for composting without punitive restrictions?
TECHNICAL PROPOSAL – FORM N

Proposed Recycling Processing Facility

1. Provide substantial evidence and information regarding the location of the recycling processing site proposed to be utilized, including principal owners, address, telephone number and descriptive explanation of contractual relationship between Contractor and compost site.

2. Describe requirements of the recycling processing facility for acceptance of the list of single stream recyclables described in the technical specifications of this RFP.

3. Provide an explanation of ability to guarantee capacity at the facility for Orion Township’s single stream recyclables during the term of the contract. What is the contingency plan for continued processing of Orion Township’s single stream recyclables in the event of reduction in facility daily processing capacity or loss of access to that processing capacity? Are any expansions expected? Are any additional recyclable materials being considered for addition?

4. What is the willingness to permit flexibility in volume of single stream recyclable deliveries for processing without punitive restrictions?
DISPOSAL SITES

SOLID WASTE

➢ OAKLAND HEIGHTS DEVELOPMENT
   2350 BROWN ROAD
   AUBURN HILLS, MI 48326

➢ SOCRRA
   3900 W. WEBSTER ROAD
   ROYAL OAK, MI 48073

➢ EAGLE VALLEY
   600 SILVER BELL ROAD
   ORION, MICHIGAN 48359

YARD WASTE

➢ INDIAN SUMMER
   5877 BETHUY
   CASCO, MI 48064

➢ SAND HILL (MINARD)
   9861 ANDERSONVILLE ROAD
   CLARKSON, MICHIGAN 483460

RECYCLING - MRF

➢ SOCRRA
   3900 W. WEBSTER ROAD
   ROYAL OAK, MI 48073

➢ RRASOC
   20000 W. 8 Mile Road
   Southfield, MI 48313
Charter Township of Orion

Residential Solid Waste Services

Tab # 13. – Financial Qualifications and Statement of Bidders Safety, Environmental and Judicial Record

➢ Table of Contents – Please see the following documents on the succeeding pages.

- Financial Qualification
- Statement of Bidders Safety, Environmental and Judicial Record
- Statement of Michigan Certificate of Good Standing
- Articles of Incorporation
Consolidated financial statements of GFL Environmental Inc.

December 31, 2017 and 2016
Independent Auditor’s Report

To the Shareholders of GFL Environmental Inc.

We have audited the accompanying consolidated financial statements of GFL Environmental Inc. which comprise the consolidated balance sheet as at December 31, 2017 and December 31, 2016, and the consolidated statements of operations and deficit and cash flows for each of the years in the three-year period ended December 31, 2017, and a summary of significant accounting policies and other explanatory information.

Management’s Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained in our audits is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of GFL Environmental Inc. as at December 31, 2017 and 2016, and the results of its operations and its cash flows for the years ended December 31, 2017, December 31, 2016 and December 31, 2015 in accordance with Canadian accounting standards for private enterprises.

Chartered Professional Accountants
Licensed Public Accountants
February *, 2018
GFL Environmental Inc.
Consolidated statements of operations and deficit
Years ended December 31, 2017, 2016 and 2015
(In thousands of Canadian dollars)

<table>
<thead>
<tr>
<th>Notes</th>
<th>2017</th>
<th>2016</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Revenue</td>
<td>1,348,474</td>
<td>943,925</td>
<td>477,660</td>
</tr>
<tr>
<td>Cost of sales</td>
<td>928,295</td>
<td>644,349</td>
<td>331,542</td>
</tr>
<tr>
<td>Gross profit</td>
<td>420,179</td>
<td>299,576</td>
<td>146,118</td>
</tr>
</tbody>
</table>

**Expenses**

- Selling and administrative expenses | 145,101 | 117,543 | 61,002 |
- Amortization of property, plant and equipment and landfill assets | 152,929 | 108,675 | 38,375 |
- Amortization of intangible assets | 84,356 | 68,894 | 31,980 |
- Interest and other finance costs | 150,201 | 123,422 | 48,155 |
- Share-based payments | 5,094 | 3,072 | 2,549 |
- Deferred purchase consideration | 2,000 | 2,000 | — |
- Loss (gain) on sale of property, plant and equipment | 2,802 | 1,027 | (95) |
- (Gain) loss on foreign exchange | (27,214) | 10,739 | (33) |
- Insurance settlement | (19,403) | — | — |

**Total expenses** | 495,866 | 435,372 | 181,933 |

**Loss before income taxes** | (75,687) | (135,796) | (35,815) |
**Provision for income taxes** | (590) | (6,966) | (1,874) |
**Net loss** | (76,277) | (142,762) | (37,689) |
**Deficit, beginning of year** | (213,775) | (71,013) | (33,324) |
**Dividends** | (1,361) | — | — |
**Deficit, end of year** | (291,413) | (213,775) | (71,013) |

The accompanying notes are an integral part of the consolidated financial statements.
GFL Environmental Inc.
Consolidated balance sheet
As at December 31, 2017 and 2016
(In thousands of Canadian dollars)

<table>
<thead>
<tr>
<th>Notes</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>14,495</td>
<td></td>
</tr>
<tr>
<td>Cash in escrow</td>
<td>12,545</td>
<td></td>
</tr>
<tr>
<td>Trade and other receivables, net of allowance</td>
<td>341,743</td>
<td>244,020</td>
</tr>
<tr>
<td>Income taxes receivable</td>
<td>257</td>
<td></td>
</tr>
<tr>
<td>Prepaid expenses and other assets</td>
<td>52,864</td>
<td>47,416</td>
</tr>
<tr>
<td></td>
<td>407,152</td>
<td>306,188</td>
</tr>
<tr>
<td>Property, plant and equipment, net</td>
<td>1,009,281</td>
<td>905,245</td>
</tr>
<tr>
<td>Intangible assets, net</td>
<td>582,248</td>
<td>544,524</td>
</tr>
<tr>
<td>Funded landfill post-closure assets</td>
<td>11,422</td>
<td>10,720</td>
</tr>
<tr>
<td>Goodwill</td>
<td>862,026</td>
<td>797,951</td>
</tr>
<tr>
<td></td>
<td>2,872,129</td>
<td>2,564,628</td>
</tr>
</tbody>
</table>

| Liabilities |        |        |
| Current liabilities |        |        |
| Cheques issued in excess of cash on hand | 3,904 |        |
| Accounts payable and accrued liabilities | 305,472 | 204,646 |
| Current portion of long-term debt | 9,238 | 8,924 |
| Current portion of landfill closure and post-closure obligations | 13,114 | 8,107 |
| Income taxes payable | 500 |        |
| | 332,228 | 221,677 |
| Long-term debt | 1,950,145 | 1,672,464 |
| Landfill closure and post-closure obligations | 15,539 | 14,788 |
| | 2,297,912 | 1,908,929 |

| Shareholders’ equity |        |        |
| Share capital | 863,881 | 853,881 |
| Contributed surplus | 20,693 | 15,599 |
| Deficit | (291,413) | (213,775) |
| Cumulative translation adjustment | (18,944) | (6) |
| | 574,217 | 655,699 |
| | 2,872,129 | 2,564,628 |

The accompanying notes are an integral part of the consolidated financial statements.

Approved by the Board

________________________________________, Director

________________________________________, Director
GFL Environmental Inc.
Consolidated statements of cash flows
Years ended December 31, 2017, 2016 and 2015
(In thousands of Canadian dollars)

<table>
<thead>
<tr>
<th>Notes</th>
<th>2017</th>
<th>2016</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Operating activities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net loss for the year</td>
<td>(76,277)</td>
<td>(142,762)</td>
<td>(37,689)</td>
</tr>
<tr>
<td>Adjustments for non-cash items</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amortization of property, plant and equipment and landfill assets</td>
<td>6</td>
<td>152,929</td>
<td>108,675</td>
</tr>
<tr>
<td>Amortization of intangible assets</td>
<td>7</td>
<td>84,356</td>
<td>68,894</td>
</tr>
<tr>
<td>Interest and other finance costs</td>
<td>150,201</td>
<td>123,422</td>
<td>48,155</td>
</tr>
<tr>
<td>Share-based payments</td>
<td>12</td>
<td>5,094</td>
<td>3,072</td>
</tr>
<tr>
<td>(Gain) loss on unrealized foreign exchange on long-term debt</td>
<td>(27,503)</td>
<td>11,211</td>
<td>—</td>
</tr>
<tr>
<td>Loss (gain) on sale of property, plant and equipment</td>
<td>2,802</td>
<td>1,027</td>
<td>(95)</td>
</tr>
<tr>
<td>Provision for income taxes</td>
<td>590</td>
<td>6,966</td>
<td>1,874</td>
</tr>
<tr>
<td><strong>Total operating activities</strong></td>
<td>292,192</td>
<td>180,505</td>
<td>85,149</td>
</tr>
</tbody>
</table>

| Interest paid in cash, net | (131,812) | (79,125) | (36,879) |
| Income taxes paid in cash, net | (1,201) | (14,397) | (2,533) |
| Changes in non-cash working capital items | 14 | (1,810) | (3,749) | (1,551) |
| Landfill closure and post-closure expenditures | 9 | (2,654) | (2,370) | — |
| **Total investing activities** | 154,715 | 80,864 | 44,186 |

| **Investing activities** |        |         |         |
| Proceeds on sale of property, plant and equipment | 8,417 | 1,522 | 1,416 |
| Purchase of property, plant and equipment and intangible assets | 6 and 7 | (203,141) | (124,288) | (57,295) |
| Business acquisitions | 3 | (268,456) | (1,626,318) | (169,748) |
| Cash released from escrow for acquisitions | 3,859 | 2,650 | 16,350 |
| **Total financing activities** | (459,321) | (1,746,434) | (209,277) |

| Financing activities | 291,184 | 1,680,065 | 165,091 |
| Cheques issued in excess of cash on hand | 3,904 | (273) | (2,465) |
| Payment of financing costs | 10 | (25,572) | (39,915) | (9,903) |
| Issuance of share capital, net of issuance costs | — | 679,016 | — |
| Issuance of long-term debt | 900,817 | 1,649,680 | 386,418 |
| Repayment of long-term debt | 10 | (586,604) | (608,443) | (208,959) |
| Dividend payment | (1,361) | — | — |
| **Total financing activities** | (13,422) | 14,495 | — |
| Changes due to foreign exchange | (1,073) | — | — |
| Cash, beginning of year | 14,495 | — | — |
| **Cash, end of year** | — | 14,495 | — |

| **Supplementary information** | 10,000 | 17,548 | — |
| Business acquisitions financed through issuance of promissory notes | — | 28,500 | — |
| Business acquisitions financed through issuance of share capital | 10,000 | 17,548 | — |
| Asset additions financed through capital leases | 1,596 | — | 247 |

The accompanying notes are an integral part of the consolidated financial statements.
GFL Environmental Inc.  
Notes to the consolidated financial statements  
December 31, 2017 and 2016  
(In thousands of Canadian dollars except share amounts)

1. **Description of the business**

GFL Environmental Inc. (the "Company") is incorporated under the laws of the province of Ontario and is in the business of transporting, managing and recycling solid and liquid waste as well as infrastructure and soil remediation.

2. **Significant accounting policies**

   (a) **Basis of presentation**

   The consolidated financial statements have been prepared in accordance with Canadian accounting standards for private enterprises ("ASPE") and reflect the following significant accounting policies.

   (b) **Basis of consolidation**

   The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany transactions and balances have been eliminated on consolidation.

   (c) **Trade and other receivables**

   Trade and other receivables are measured at amortized cost, net of any allowance for doubtful accounts. An allowance for doubtful accounts is established based on individually significant exposures and historical trends. Factors considered when establishing an allowance include current economic conditions, historical information and the reason for the delay in payment. Amounts considered uncollectible are written-off.

   (d) **Property, plant and equipment**

   Property, plant and equipment are stated at cost, less accumulated depreciation and impairment. Assets are depreciated to residual values over their estimated useful lives, with depreciation commencing when an asset is ready for use. Significant parts of property, plant and equipment that have different depreciable lives are depreciated separately. Judgment is used in determining the appropriate level of componentization.
2. Significant accounting policies (continued)

(e) Property, plant and equipment (continued)

Depreciation is computed on a straight-line basis, unless otherwise stated, using the following useful lives:

<table>
<thead>
<tr>
<th>Type of property, plant and equipment</th>
<th>Depreciation term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landfills</td>
<td>units of production</td>
</tr>
<tr>
<td>Buildings</td>
<td>10–35 years</td>
</tr>
<tr>
<td>Transportation equipment</td>
<td>10–20 years</td>
</tr>
<tr>
<td>Furniture, machinery and equipment</td>
<td>3–20 years</td>
</tr>
<tr>
<td>Leasehold improvements</td>
<td>Term of lease</td>
</tr>
<tr>
<td>Computer software and equipment</td>
<td>3–5 years</td>
</tr>
<tr>
<td>Containers</td>
<td>5–10 years</td>
</tr>
</tbody>
</table>

All other repairs and maintenance activities are recognized in the consolidated statement of operations as incurred. Distinguishing major inspections and overhaul from repairs and maintenance in determining which costs are capitalized is a matter of management judgement.

An item of property, plant and equipment is derecognized upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on de-recognition of the asset (calculated as the difference between net disposal proceeds and the carrying amount of the asset) is included as a gain or loss in the consolidated statement of operations in the period the asset is derecognized.

Property, plant and equipment are reviewed at the end of each reporting period to determine whether there is any indication of impairment. If the possibility of impairment is indicated, the entity will estimate the recoverable amount of the asset and record any impairment loss in the consolidated statement of operations.

Assets under development are not depreciated until they are available for use.

Landfill assets

Landfill assets represent the cost of landfill airspace, including original acquisition cost, landfill construction and development costs, incurred during the operating life of the site. Landfill assets also include capitalized landfill closure and post-closure costs, net of accumulated amortization, and the cost of either new or landfill expansion permits.

The original cost of landfill assets, together with incurred and projected landfill construction and development costs, is amortized on a per unit basis as landfill airspace is consumed.

Landfill assets are amortized over their total available disposal capacity representing the sum of estimated permitted airspace capacity (having received the final permit from the governing authorities) plus future permitted airspace capacity, representing an estimate of airspace capacity that management believes is probable of being permitted based on the following criteria:

- Personnel are actively working to obtain the permit or permit modifications necessary for expansion of an existing landfill, and progress is being made on the project;
- It is probable that the required approvals will be received within the normal application and processing periods for approvals in the jurisdiction in which the landfill is located;
2. Significant accounting policies (continued)

(e) Property, plant and equipment (continued)

Landfill assets (continued)

- The Company has a legal right to use or obtain land associated with the expansion plan;
- There are no significant known political, technical, legal or business restrictions or issues that could impair the success of the expansion effort;
- Management is committed to pursuing the expansion; and
- Additional airspace capacity and related costs have been estimated based on the conceptual design of the proposed expansion.

The Company and its predecessors have been successful in receiving approvals for expansions pursued; however, there can be no assurance that the Company will be successful in obtaining approvals for landfill expansions in the future.

(f) Landfill and post-closure obligations

The Company recognizes the liability for an asset retirement obligation that results from acquisition, construction, development or normal operations in the year in which it is incurred, and when a reasonable estimate of fair value can be made. Costs associated with capping, closing and monitoring a landfill, or portions thereof, after it ceases to accept waste are recognized at their estimated fair value amounts over the landfill’s operating life, representing the period over which the site receives waste. The Company develops estimates for landfill closure and post-closure costs with input from its engineers and landfill and accounting personnel.

Estimates are reviewed at least once annually and consider, amongst other things, regulations that govern each site. The Company estimates the fair value of landfill closure and post-closure costs using present value techniques that consider and incorporate assumptions and considerations marketplace participants would use in the determination of those estimates, including inflation, markups, inherent uncertainties due to the timing of work performed, information obtained from third parties, quoted and actual prices paid for similar work and engineering estimates. Inflation assumptions are based on management’s evaluation of current and future economic conditions and the expected timing of these expenditures. Fair value estimates are discounted applying the credit adjusted risk free rate, which is a rate that is essentially free of default risk, adjusting for the Company’s credit standing. In determining the credit adjusted risk free rate, consideration is given to both current and future economic conditions and the expected timing of expenditures. In isolation, a change in the Company’s credit standing only impacts closure and post-closure obligations in subsequent periods.
GFL Environmental Inc.
Notes to the consolidated financial statements
December 31, 2017 and 2016
(In thousands of Canadian dollars except share amounts)

2. Significant accounting policies (continued)

(g) Intangible assets

Intangible assets are stated at cost, less accumulated amortization and impairment, and consist of customer lists, license agreements, municipal contracts, non-compete agreements, and Certificate of Approval ("C of A") licenses. The C of A licenses provide the Company with certain waste management rights in the province of issue and are considered to have an indefinite life and therefore are not subject to amortization, unless they relate to a leased facility in which case they are amortized over the lease term. Amortization is based on the estimated useful life using the following methods and rates:

<table>
<thead>
<tr>
<th>Type of intangible asset</th>
<th>Amortization term</th>
</tr>
</thead>
<tbody>
<tr>
<td>C of A and other license</td>
<td>units of production</td>
</tr>
<tr>
<td>agreements</td>
<td></td>
</tr>
<tr>
<td>Customer lists</td>
<td>Straight-line</td>
</tr>
<tr>
<td>Non-compete agreements</td>
<td>Straight-line</td>
</tr>
<tr>
<td>and municipal contracts</td>
<td></td>
</tr>
</tbody>
</table>

Long-lived assets such as property, plant, and equipment and intangible assets (other than indefinite life intangible assets) are tested for recoverability whenever events or changes in circumstances indicate that their carrying amount may not be recoverable. An impairment loss is recognized when their carrying value exceeds the total undiscounted cash flows expected from their use and eventual disposition of the item. The amount of the impairment loss is determined as the excess of the carrying value of the asset over its fair value at the date of impairment.

(h) Goodwill

Goodwill represents the excess of the purchase price over the fair value of the net identifiable assets of acquired businesses and is tested for impairment whenever an event or circumstance occurs that indicates that goodwill might be impaired. When the carrying amount of a reporting unit, including goodwill, exceeds its fair value, a goodwill impairment loss is recognized in the consolidated statement of operations and deficit in an amount equal to the excess.

(i) Deferred financing costs

Deferred financing costs in respect of the Company's long-term debt are presented as a reduction of long-term debt and are amortized on a straight line basis over the term of the related financing agreement.

(j) Foreign currency translation

Transactions during the year are translated at the prevailing rate on the transaction date. Monetary assets and liabilities denominated in foreign currencies are translated into Canadian dollars at the rate of exchange prevailing at the balance sheet date. Exchange gains and losses are included in the consolidated statement of operations and deficit.

Self sustaining foreign operations

Assets and liabilities are translated at exchange rates in effect at the balance sheet date. The resulting translation adjustment is accumulated as a separate component of shareholders' equity. Revenues and expenses are translated at average exchange rates prevailing during the year.
2. **Significant accounting policies (continued)**

   (k) *Share based payments*

   Equity-settled share-based compensation awards granted to employees, officers, and directors are measured at fair value at the grant date.

   The fair value of options granted is measured using the Black-Scholes option pricing model, and Monte-Carlo Simulation methods, both of which rely on estimates of the expected risk-free interest rate, expected dividend payments, expected share price volatility and the expected average life of the options. The Company believes these models adequately captures the substantive features of the option awards and are appropriate to calculate their fair values.

   The fair value of the options determined at grant date is expensed over the vesting period using an accelerated method of amortization, with a corresponding increase to contributed surplus. Upon exercise of options, the amount recognized in contributed surplus for the awards and the cash received upon exercise are recognized as an increase in share capital.

   (l) *Revenue recognition*

   Revenue consists of solid and liquid waste collection and disposal fees from commercial, municipal and industrial customers, solid waste transfer and soil remediation fees charged to third parties, and long-term infrastructure contracts.

   The Company recognizes revenue from sales when persuasive evidence of an arrangement exists, services have been rendered, the price is fixed or determinable and collection is reasonably assured. Revenue is recognized by percentage of completion for long-term excavation contracts.

   Revenues recognized in excess of amounts billed are classified as unbilled revenue. Amounts billed in excess of revenue earned are classified as deferred revenue.

   (m) *Income taxes*

   The Company follows the taxes payable method of accounting for income taxes. Under this method, the estimated income taxes payable or receivable in the current year are recognized as current income tax expense or recovery in the period.

   (n) *Financial instruments*

   Financial assets and financial liabilities are initially recognized at fair value when the Company becomes a party to the contractual provisions of the financial instrument. Subsequently, all financial instruments are measured at amortized cost.

   Transaction costs related to financial instruments measured subsequent to initial recognition at fair value are expensed as incurred. Transaction costs related to other financial instruments are added to the carrying value of the asset or netted against the carrying value of the liability and are then recognized over the expected life of the instrument using the straight-line method. Any discount related to an instrument measured at amortized cost is amortized over the expected life of the item using the straight line method and recognized in the consolidated statement of operations and deficit as interest expense.
2. Significant accounting policies (continued)

   (n) Financial instruments (continued)

   With respect to financial assets measured at cost or amortized cost, the Company recognizes in the consolidated statement of operations and deficit an impairment loss, if any, when there are indicators of impairment and it determines that a significant adverse change has occurred during the period in the expected timing or amount of future cash flows. When the extent of impairment of a previously written down asset decreases and the decrease can be related to an event occurring after the impairment was recognized, the previously recognized impairment loss is reversed to the consolidated statement of operations and deficit in the period the reversal occurs.

   Hedge accounting

   Certain derivative financial instruments held by the Company may be eligible for hedge accounting. To be eligible for hedge accounting, an instrument must meet certain criteria with respect to identification, designation and documentation. In addition, the critical terms of the derivative financial instrument must match the specific terms and conditions of the hedged item. The fair value of derivative instruments eligible and qualifying for hedge accounting is generally not recognized on the balance sheet. Gains and losses on such instruments are recognized in earnings in the same period as those of the hedged item.

   (o) Leases

   Leases are classified as capital or operating. Leases which transfer substantially all of the benefits and risks incident to ownership of property and equipment are accounted for as capital leases. Assets acquired under capital leases are amortized on a straight-line basis over the estimated useful lives of the assets. All other leases are accounted for as operating leases and the related payments are charged to expense as incurred.

   (p) Business combinations

   Acquisitions of subsidiaries and businesses are accounted for using the acquisition method. The consideration for each acquisition is measured at the aggregate of the fair values of assets given, liabilities incurred or assumed and the equity instruments issued by the Company in exchange for control of the acquired company. Acquisition-related costs are recognized in the statement of operations as incurred. Where the consideration for the acquisition includes any asset or liability resulting from a contingent consideration arrangement, it is measured at fair value at the acquisition-date. Subsequent changes in such fair value are adjusted against the cost of the acquisition where they qualify as measurement period adjustments.
GFL Environmental Inc.
Notes to the consolidated financial statements
December 31, 2017 and 2016
(In thousands of Canadian dollars except share amounts)

2. Significant accounting policies (continued)

(q) Use of estimates

The preparation of consolidated financial statements in conformity with ASPE requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Key components of the consolidated financial statements requiring management to make estimates include the allowance for doubtful accounts in respect of receivables, valuation of unbilled revenue, the useful lives of long-lived assets, the potential impairment of goodwill and indefinite life intangible assets, the valuation of property, plant and equipment, the fair value of the net assets acquired in business combinations, share-based compensation, asset retirement obligations for closure and post-closure costs of landfill sites, and liabilities under legal contingencies. Actual results could differ from these estimates.

3. Business combinations

Acquisitions during 2017

The following acquisitions were completed in 2017:

<table>
<thead>
<tr>
<th>June 1</th>
<th>June 1</th>
<th>October 1</th>
<th>Other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid waste</td>
<td>Solid waste</td>
<td>Solid waste acquisitions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Net assets acquired

- Working capital: 1,725
- Property, plant and equipment: 4,962
- Intangible assets:
  - Customer lists: 21,999
  - Non-compete agreement: 8,638
  - Municipal and other commercial contracts: —
  - Certificate of approval and other licenses: —
- Goodwill: 23,672

<table>
<thead>
<tr>
<th>Net assets acquired</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>60,996</td>
<td>64,306</td>
</tr>
</tbody>
</table>

Consideration given

- Cash: 60,996
- Contingent consideration paid in escrow: —
- Issuance of non-voting shares: —
- Assumption of finance leases: —
- Assumption of landfill closure and post-closure obligations: —

<table>
<thead>
<tr>
<th>Consideration given</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>60,996</td>
<td>64,306</td>
</tr>
</tbody>
</table>
3. Business combinations (continued)

Acquisitions during 2017 (continued)

The Company acquired 100% of the common shares of one liquid waste management business, 100% of the common shares of seven solid waste management businesses, 100% of the common shares of one infrastructure and soil remediation business and 100% of the assets of five solid waste management businesses. Other acquisitions, in the table above, includes the aggregate net assets acquired and consideration given for all other acquisitions made during the year, which the Company considers to be individually immaterial.

Contingent consideration is paid into an escrow account, where the release of funds is contingent on the acquired companies meeting certain earnings and performance targets by specified dates. The Company considers it probable that these targets will be met by these dates, and accordingly has accounted for these payments as consideration on the respective purchases.

The above table discloses purchase price equations which are preliminary pending receipt of certain information to confirm final fair value allocations and working capital adjustments. The measurement period for such adjustments shall not exceed one year from the date of acquisition. Changes to the above preliminary fair value allocations and total purchase price could be significant.
3. Business combinations (continued)

Acquisitions during 2016

The following table summarizes the impact of business combinations on the consolidated statement of financial position that occurred during the year ended December 31, 2016. The lines of business impacted by each acquisition are noted for each significant acquisition:

<table>
<thead>
<tr>
<th>January 15</th>
<th>February 1</th>
<th>March 1</th>
<th>May 1</th>
<th>July 1</th>
<th>September 30</th>
<th>October 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure and soil remediation</td>
<td>Solid waste</td>
<td>Solid waste</td>
<td>Liquid waste</td>
<td>Liquid waste</td>
<td>Solid waste</td>
<td>Solid waste</td>
</tr>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Net assets acquired

Working capital

10,610 19,106 3,688 1,923 3,813 (5,355) 2,506 3,007 35,498

Funded landfill closure and post-closure obligations

25,156 312,154 41,678 7,618 27,609 123,745 16,244 21,594 575,796

Other long term assets

Intangible assets

Customer lists

Non-compete agreements

Municipal and other commercial contracts

Certificate of approval and other licenses

Goodwill

49,308 349,956 46,628 13,551 13,434 199,522 13,462 12,901 698,762

102,609 815,392 130,739 39,781 65,473 426,517 54,055 69,746 1,704,312

Consideration given

Cash and cash in escrow

Issuance of non-voting shares

Assumption of finance leases

Issuance of promissory note

Assumption of landfill closure and post-closure obligations

Assumption of bank loan

102,609 815,392 130,739 39,781 65,473 426,517 54,055 69,746 1,704,312
GFL Environmental Inc.
Notes to the consolidated financial statements
December 31, 2017 and 2016
(In thousands of Canadian dollars except share amounts)

3. **Business combinations (continued)**

*Acquisitions during 2016 (continued)*

The Company acquired 100% of the common shares of ten solid waste management businesses, four liquid waste management businesses and two infrastructure and soil remediation businesses, as well as certain assets of a liquid waste management business. Other acquisitions, in the table above, includes the aggregate net assets acquired and consideration given for all other acquisitions made during the year, which the Company considers to be individually immaterial.

*Acquisitions during 2015*

The following table summarizes the impact of business combinations on the consolidated statement of financial position that occurred during the year ended December 31, 2015. The lines of business impacted by each acquisition are noted for each significant acquisition:

<table>
<thead>
<tr>
<th>July 25</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure and soil remediation</td>
<td>Other acquisitions</td>
<td>Total</td>
</tr>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Net assets acquired</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Working capital</td>
<td>16,435</td>
</tr>
<tr>
<td>Property, plant and equipment</td>
<td>21,271</td>
</tr>
<tr>
<td>Intangible assets</td>
<td></td>
</tr>
<tr>
<td>Customer lists</td>
<td>—</td>
</tr>
<tr>
<td>Non-compete agreement</td>
<td>5,106</td>
</tr>
<tr>
<td>Municipal and other commercial contracts</td>
<td>2,103</td>
</tr>
<tr>
<td>Certificate of approval and other licenses</td>
<td>—</td>
</tr>
<tr>
<td>Goodwill</td>
<td>8,520</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Consideration issued</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash in escrow</td>
<td>53,435</td>
</tr>
<tr>
<td>Assumption of finance leases</td>
<td>—</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3. Business combinations (continued)

Acquisitions during 2015 (continued)

The Company acquired 100% of the common shares of six solid waste management businesses, two liquid waste management businesses, and two infrastructure and soil remediation businesses, as well as certain assets of two solid waste management businesses. Other acquisitions, in the table above, includes the aggregate net assets acquired and consideration given for all other acquisitions made during the year, which the Company considers to be individually immaterial.

4. Trade and other receivables

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade</td>
<td>261,672</td>
<td>205,007</td>
</tr>
<tr>
<td>Holdbacks</td>
<td>20,518</td>
<td>13,543</td>
</tr>
<tr>
<td>Unbilled revenue</td>
<td>62,264</td>
<td>28,603</td>
</tr>
<tr>
<td>Allowance for doubtful accounts</td>
<td>(2,711)</td>
<td>(3,133)</td>
</tr>
<tr>
<td></td>
<td>341,743</td>
<td>244,020</td>
</tr>
</tbody>
</table>

Trade receivables disclosed above include amounts that are past due at the end of the reporting period for which the Company has not recognized an allowance as there has not been a significant change in credit quality and the amounts are still considered recoverable.

5. Prepaid expenses and other assets

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepaid expenses and other assets</td>
<td>28,926</td>
<td>33,524</td>
</tr>
<tr>
<td>Vehicle parts, supplies and inventory</td>
<td>23,938</td>
<td>13,892</td>
</tr>
<tr>
<td></td>
<td>52,864</td>
<td>47,416</td>
</tr>
</tbody>
</table>

In conjunction with an acquisition on July 25, 2015, the Company had paid into escrow an amount of $10,000. The release of this amount is tied to the employment contracts of key management of the acquired company. As such these amounts are recorded in prepaid expenses and are amortized over the employee retention period as defined by the share purchase agreement. During the year ended December 31, 2017, $2,000 was recognized in the consolidated statement of operations in respect of this arrangement ($2,000 in 2016, nil in 2015).
### 6. Property, plant and equipment

Property, plant and equipment includes computer equipment, transportation equipment and machinery under finance leases, with a cost of $30,303 ($28,928 in 2016) and accumulated depreciation of $18,471 ($15,004 in 2016). Depreciation on these assets under finance leases for the year amounted to $3,455 ($2,993 in 2016).

<table>
<thead>
<tr>
<th></th>
<th>Land</th>
<th>Landfills</th>
<th>Buildings and leaseholds</th>
<th>Transportation equipment</th>
<th>Furniture, machinery and equipment</th>
<th>Assets under development</th>
<th>Computer software and equipment</th>
<th>Containers</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, January 1, 2016</td>
<td>44,053</td>
<td>6,026</td>
<td>94,733</td>
<td>174,066</td>
<td>73,294</td>
<td>11,921</td>
<td>5,873</td>
<td>32,764</td>
<td>442,730</td>
</tr>
<tr>
<td>Additions</td>
<td>315</td>
<td>16,008</td>
<td>9,899</td>
<td>64,431</td>
<td>18,821</td>
<td>3,662</td>
<td>4,870</td>
<td>5,722</td>
<td>123,744</td>
</tr>
<tr>
<td>Acquisitions via business combinations</td>
<td>43,085</td>
<td>217,271</td>
<td>68,692</td>
<td>148,976</td>
<td>66,070</td>
<td>133</td>
<td>14</td>
<td>31,555</td>
<td>575,796</td>
</tr>
<tr>
<td>Disposals</td>
<td>—</td>
<td>—</td>
<td>(155)</td>
<td>(8,358)</td>
<td>(836)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(9,299)</td>
</tr>
<tr>
<td><strong>Balance, December 31, 2016</strong></td>
<td>87,423</td>
<td>238,305</td>
<td>173,219</td>
<td>379,115</td>
<td>157,355</td>
<td>15,756</td>
<td>10,757</td>
<td>70,633</td>
<td>1,132,575</td>
</tr>
<tr>
<td>Additions</td>
<td>11,132</td>
<td>6,332</td>
<td>29,974</td>
<td>92,543</td>
<td>30,975</td>
<td>2,355</td>
<td>11,384</td>
<td>14,560</td>
<td>199,255</td>
</tr>
<tr>
<td>Acquisitions via business combinations</td>
<td>5,390</td>
<td>—</td>
<td>17,916</td>
<td>20,311</td>
<td>15,553</td>
<td>—</td>
<td>8</td>
<td>14,990</td>
<td>74,168</td>
</tr>
<tr>
<td>Changes due to foreign exchange</td>
<td>(351)</td>
<td>—</td>
<td>(1,083)</td>
<td>(3,132)</td>
<td>(644)</td>
<td>—</td>
<td>(882)</td>
<td>(6,292)</td>
<td></td>
</tr>
<tr>
<td>Disposals</td>
<td>(2,029)</td>
<td>—</td>
<td>(6,965)</td>
<td>(14,186)</td>
<td>(6,439)</td>
<td>—</td>
<td>(85)</td>
<td>—</td>
<td>(29,708)</td>
</tr>
<tr>
<td><strong>Balance, December 31, 2017</strong></td>
<td>101,595</td>
<td>249,637</td>
<td>213,097</td>
<td>474,691</td>
<td>196,600</td>
<td>18,091</td>
<td>22,064</td>
<td>98,703</td>
<td>1,370,398</td>
</tr>
<tr>
<td><strong>Accumulated depreciation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, January 1, 2016</td>
<td>—</td>
<td>1,708</td>
<td>14,959</td>
<td>65,033</td>
<td>30,346</td>
<td>—</td>
<td>2,835</td>
<td>11,424</td>
<td>125,805</td>
</tr>
<tr>
<td>Depreciation</td>
<td>—</td>
<td>28,056</td>
<td>7,303</td>
<td>41,276</td>
<td>22,566</td>
<td>—</td>
<td>1,891</td>
<td>7,583</td>
<td>108,675</td>
</tr>
<tr>
<td>Disposals</td>
<td>—</td>
<td>—</td>
<td>(39)</td>
<td>(6,397)</td>
<td>(310)</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(6,750)</td>
</tr>
<tr>
<td><strong>Balance, December 31, 2016</strong></td>
<td>—</td>
<td>29,264</td>
<td>22,223</td>
<td>99,912</td>
<td>82,602</td>
<td>—</td>
<td>4,726</td>
<td>19,003</td>
<td>227,730</td>
</tr>
<tr>
<td>Depreciation</td>
<td>—</td>
<td>38,616</td>
<td>9,397</td>
<td>59,848</td>
<td>27,570</td>
<td>—</td>
<td>4,674</td>
<td>12,824</td>
<td>152,929</td>
</tr>
<tr>
<td>Changes due to foreign exchange</td>
<td>—</td>
<td>—</td>
<td>(10)</td>
<td>(930)</td>
<td>(33)</td>
<td>—</td>
<td>(22)</td>
<td>(56)</td>
<td>(1,053)</td>
</tr>
<tr>
<td>Disposals</td>
<td>—</td>
<td>(3,988)</td>
<td>(10,136)</td>
<td>(1,453)</td>
<td>—</td>
<td>(85)</td>
<td>(127)</td>
<td>(18,489)</td>
<td></td>
</tr>
<tr>
<td><strong>Balance, December 31, 2017</strong></td>
<td>—</td>
<td>67,880</td>
<td>27,622</td>
<td>148,694</td>
<td>75,384</td>
<td>—</td>
<td>9,293</td>
<td>31,644</td>
<td>381,117</td>
</tr>
<tr>
<td><strong>Carrying amounts</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At January 1, 2016</td>
<td>44,053</td>
<td>4,818</td>
<td>79,774</td>
<td>159,033</td>
<td>42,948</td>
<td>11,921</td>
<td>3,038</td>
<td>21,340</td>
<td>316,925</td>
</tr>
<tr>
<td>At December 31, 2016</td>
<td>87,423</td>
<td>238,305</td>
<td>173,219</td>
<td>379,115</td>
<td>157,355</td>
<td>15,756</td>
<td>10,757</td>
<td>70,633</td>
<td>1,132,575</td>
</tr>
<tr>
<td>At December 31, 2017</td>
<td>101,595</td>
<td>249,637</td>
<td>213,097</td>
<td>474,691</td>
<td>196,600</td>
<td>18,091</td>
<td>22,064</td>
<td>98,703</td>
<td>1,370,398</td>
</tr>
</tbody>
</table>
7. Intangible assets

<table>
<thead>
<tr>
<th>Carrying amounts</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indefinite life</td>
<td>99,841</td>
<td>87,404</td>
</tr>
<tr>
<td>Definite life</td>
<td>482,407</td>
<td>457,120</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>582,248</strong></td>
<td><strong>544,524</strong></td>
</tr>
</tbody>
</table>

Indefinite life intangible assets include certificate of approval licenses that do not expire. The Company expects these assets to generate economic benefit in perpetuity. As such, the Company assessed these intangibles to have indefinite useful lives.

The following table presents the changes in cost and accumulated amortization of the Company’s intangible assets:

<table>
<thead>
<tr>
<th></th>
<th>Customer lists</th>
<th>Municipal contracts</th>
<th>Non-complete agreements</th>
<th>Certificate of approval and other licenses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cost</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance, January 1, 2016</td>
<td>180,491</td>
<td>34,535</td>
<td>35,280</td>
<td>73,956</td>
<td>324,362</td>
</tr>
<tr>
<td>Additions</td>
<td>2,435</td>
<td>-</td>
<td>150</td>
<td>-</td>
<td>2,585</td>
</tr>
<tr>
<td>Acquisitions via business combinations</td>
<td>153,518</td>
<td>146,518</td>
<td>40,220</td>
<td>41,887</td>
<td>382,143</td>
</tr>
<tr>
<td>Balance, December 31, 2016</td>
<td>336,444</td>
<td>181,153</td>
<td>75,650</td>
<td>115,843</td>
<td>709,090</td>
</tr>
<tr>
<td>Additions</td>
<td>6,873</td>
<td>-</td>
<td>900</td>
<td>-</td>
<td>7,773</td>
</tr>
<tr>
<td>Changes in foreign exchange</td>
<td>(1,193)</td>
<td>(3,516)</td>
<td>(54)</td>
<td>(443)</td>
<td>(5,206)</td>
</tr>
<tr>
<td>Acquisitions via business combinations</td>
<td>(77,455)</td>
<td>3,177</td>
<td>25,354</td>
<td>12,880</td>
<td>118,866</td>
</tr>
<tr>
<td>Balance, December 31, 2017</td>
<td><strong>419,579</strong></td>
<td><strong>180,814</strong></td>
<td><strong>101,850</strong></td>
<td><strong>128,280</strong></td>
<td><strong>830,523</strong></td>
</tr>
</tbody>
</table>

Accumulated amortization

<table>
<thead>
<tr>
<th></th>
<th>Customer lists</th>
<th>Municipal contracts</th>
<th>Non-complete agreements</th>
<th>Certificate of approval and other licenses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, January 1, 2016</td>
<td>48,122</td>
<td>18,078</td>
<td>15,347</td>
<td>14,125</td>
<td>95,672</td>
</tr>
<tr>
<td>Amortization</td>
<td>29,322</td>
<td>27,257</td>
<td>11,748</td>
<td>567</td>
<td>68,894</td>
</tr>
<tr>
<td>Balance, December 31, 2016</td>
<td>77,444</td>
<td>45,335</td>
<td>27,095</td>
<td>14,692</td>
<td>164,566</td>
</tr>
<tr>
<td>Amortization</td>
<td>37,419</td>
<td>31,487</td>
<td>14,984</td>
<td>466</td>
<td>84,356</td>
</tr>
<tr>
<td>Changes in foreign exchange</td>
<td>(142)</td>
<td>(425)</td>
<td>(80)</td>
<td>-</td>
<td>(647)</td>
</tr>
<tr>
<td>Balance, December 31, 2017</td>
<td><strong>114,721</strong></td>
<td><strong>76,397</strong></td>
<td><strong>41,999</strong></td>
<td><strong>15,158</strong></td>
<td><strong>248,275</strong></td>
</tr>
</tbody>
</table>

Carrying amounts

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>At January 1, 2016</td>
<td>132,369</td>
<td>16,557</td>
</tr>
<tr>
<td>At December 31, 2016</td>
<td>259,000</td>
<td>135,818</td>
</tr>
<tr>
<td>At December 31, 2017</td>
<td><strong>304,858</strong></td>
<td><strong>104,417</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>At January 1, 2016</td>
<td>132,369</td>
<td>16,557</td>
</tr>
<tr>
<td>At December 31, 2016</td>
<td>259,000</td>
<td>135,818</td>
</tr>
<tr>
<td>At December 31, 2017</td>
<td><strong>304,858</strong></td>
<td><strong>104,417</strong></td>
</tr>
</tbody>
</table>
8. **Goodwill**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, beginning of year</td>
<td>797,951</td>
</tr>
<tr>
<td>Current year acquisitions (Note 3)</td>
<td>74,346</td>
</tr>
<tr>
<td>Goodwill adjustment</td>
<td>(2,207)</td>
</tr>
<tr>
<td>Foreign exchange revaluation</td>
<td>(8,064)</td>
</tr>
<tr>
<td></td>
<td><strong>862,026</strong></td>
</tr>
</tbody>
</table>

During the year ended December 31, 2017, the Company recorded a measurement period adjustment to adjust its previously reported purchase price acquisitions completed during 2016. The result was an increase in cash in escrow of $16,118, increase in accounts payable and accrued liabilities of $10,205, an increase in landfill closure and post-closure obligations of $3,706 and a decrease in goodwill of $2,207.

9. **Landfill closure and post-closure obligations**

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, beginning of year</td>
<td>22,895</td>
<td>1,770</td>
</tr>
<tr>
<td>Acquired via business combinations</td>
<td>248</td>
<td>18,382</td>
</tr>
<tr>
<td>Adjustment related to prior year acquisitions</td>
<td>3,706</td>
<td>-</td>
</tr>
<tr>
<td>Provisions for landfill closure and post closure obligations</td>
<td>2,291</td>
<td>2,045</td>
</tr>
<tr>
<td>Accretion of landfill closure and post-closure obligations</td>
<td>2,167</td>
<td>3,068</td>
</tr>
<tr>
<td>Landfill closure and post-closure expenditures, during the year</td>
<td>(2,654)</td>
<td>(2,370)</td>
</tr>
<tr>
<td>Balance, end of year</td>
<td>28,653</td>
<td>22,895</td>
</tr>
<tr>
<td>Less: current portion</td>
<td>(13,114)</td>
<td>(8,107)</td>
</tr>
<tr>
<td></td>
<td><strong>15,539</strong></td>
<td><strong>14,788</strong></td>
</tr>
</tbody>
</table>

*Funded landfill post-closure assets*

The Company is required to deposit monies into a social utility trust for the purpose of settling post-closure costs at the landfills it owns in Quebec. The funding amount is established by the Quebec Government based on each cubic metre of waste accepted and payment is due quarterly. At December 31, 2017, funded landfill post-closure obligations, representing the fair value of legally restricted assets, total $11,422 ($10,720 at December 31, 2016).
10. Long term debt

The Company's long term debt is comprised of the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revolving credit and swingline facility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revolving credit facility, monthly interest only, principal</td>
<td>210,243</td>
<td>43,240</td>
</tr>
<tr>
<td>maturing on September 30, 2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Term loans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Term loan, interest rate of LIBOR plus 3.75%, principal and</td>
<td>128,375</td>
<td>129,675</td>
</tr>
<tr>
<td>interest payable quarterly, maturing on September 30, 2023</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Term loan, interest rate of LIBOR plus 2.75%, principal and</td>
<td>458,364</td>
<td>495,556</td>
</tr>
<tr>
<td>interest payable quarterly, maturing on September 30, 2023</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.875% senior unsecured notes, semi-annual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>interest only commencing October 1, 2015, principal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>maturing on April 1, 2020 (&quot;2020 Notes&quot;)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred foreign exchange of derivative on the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>senior unsecured 7.875% notes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred foreign exchange of derivative on the</td>
<td>627,250</td>
<td>671,350</td>
</tr>
<tr>
<td>senior unsecured 9.875% notes</td>
<td>53,450</td>
<td>9,350</td>
</tr>
<tr>
<td>5.625% senior unsecured notes, semi-annual</td>
<td>439,075</td>
<td></td>
</tr>
<tr>
<td>interest only commencing May 12, 2017, principal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>maturing on May 1, 2022 (&quot;2022 Notes&quot;)</td>
<td>41,300</td>
<td></td>
</tr>
<tr>
<td>Deferred foreign exchange of derivative on the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>senior unsecured 5.625% notes</td>
<td>41,300</td>
<td></td>
</tr>
<tr>
<td>Promissory notes</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>3% unsecured promissory note, semi-annual interest</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>commencing June 1, 2016, principal maturing on May 1, 2020</td>
<td>5,761</td>
<td>5,790</td>
</tr>
<tr>
<td>5% promissory note, secured by a first mortgage,</td>
<td>3,383</td>
<td>3,458</td>
</tr>
<tr>
<td>monthly interest commencing June 1, 2016, principal</td>
<td>150</td>
<td>200</td>
</tr>
<tr>
<td>maturing on May 1, 2020</td>
<td>5,761</td>
<td>5,790</td>
</tr>
<tr>
<td>Unsecured promissory note, principal repayable in four equal annual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>instalments commencing June 30, 2017</td>
<td>150</td>
<td>200</td>
</tr>
<tr>
<td>Equipment loans</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>at interest rates ranging from 3.75% to 4.37%</td>
<td>5,761</td>
<td>5,790</td>
</tr>
<tr>
<td>Finance lease obligations</td>
<td>13,355</td>
<td>13,982</td>
</tr>
<tr>
<td>at interest rates ranging from 2.99% to 5.44%</td>
<td>2,005,706</td>
<td>1,716,351</td>
</tr>
<tr>
<td>Discount on 7.875% senior unsecured notes</td>
<td></td>
<td>(1,055)</td>
</tr>
<tr>
<td>Premium on 9.875% senior unsecured notes</td>
<td>5,378</td>
<td>7,121</td>
</tr>
<tr>
<td>Deferred finance costs</td>
<td>(51,701)</td>
<td>(41,029)</td>
</tr>
<tr>
<td>Less: current portion</td>
<td>1,950,145</td>
<td>1,672,464</td>
</tr>
</tbody>
</table>
GFL Environmental Inc.  
Notes to the consolidated financial statements  
December 31, 2017 and 2016  
(In thousands of Canadian dollars except share amounts)

10. Long term debt (continued)

Revolving credit and swingline facility and term loans

The Company has a revolving credit facility totaling $390,000, of which $210,243 was drawn as of December 31, 2017 ($43,240 at December 31, 2016). This facility bears interest at either the bank’s prime rate plus 2.25% per annum or LIBOR plus 3.25% per annum depending on the mechanism used to draw the funds.

During the period ended December 31, 2016, the Company entered into a term loan facility totalling $130,000 plus US $370,000 that bears interest at a rate of LIBOR plus 3.75%, and 2.75% respectively.

The revolving credit and swingline facilities are secured by mortgages on certain properties, a general security agreement over all of the Company’s assets and a pledge of shares of all subsidiaries. The term loans are secured by mortgages on certain properties, a general security agreement over all assets and a pledge of the shares of the Company’s US subsidiaries.

Bonds

In May 2017, the Company issued US$350,000 of senior unsecured notes bearing interest at 5.625% payable semi-annually. The offering of the 2022 Notes resulted in gross proceeds of $480,000 which were used to redeem all of the outstanding 2020 Notes, to pay the early redemption premium, and accrued and unpaid interest, to repay US$84,900 then outstanding under the revolving credit facility, and to pay fees and expenses associated with the offering. The balance of the proceeds were used for general corporate expenses including funding further acquisitions.

During the period ended December 31, 2016, the Company issued two separate tranches totalling US $500,000 senior unsecured notes that bear interest at a rate of 9.875% per annum. On the date of issue of each tranche, the Company entered into cross currency interest rate swaps that effectively eliminate the currency risk associated with these notes and the interest thereon (Note 15).

Equipment loans

The Company has various equipment loans which are secured by the specific equipment.

Repayments under these loans are as follows:

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Equipment loan obligations</td>
<td>6,781</td>
<td>6,715</td>
</tr>
<tr>
<td>Less: amount representing interest, at interest rates ranging from 3.75% to 4.37%</td>
<td>1,020</td>
<td>925</td>
</tr>
<tr>
<td>Less: current portion</td>
<td>5,761</td>
<td>5,790</td>
</tr>
<tr>
<td>Less: current portion</td>
<td>358</td>
<td>366</td>
</tr>
<tr>
<td>Interest expense in connection with these loans was $240 ($125 in 2016, $15 in 2015).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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10. Long term debt (continued)

Capital lease obligations

The Company leases certain of its transportation equipment under capital leases. The average lease term is 5 years (5 years in 2016). The Company has options to purchase the equipment for a nominal amount at the end of the lease terms.

Capital lease obligations include an unused contractual obligation to dispose of a minimum number of tonnes at a third party disposal facility over the course of 12 years. This obligation is non-interest bearing.

Future minimum payments under capital lease obligations are as follows:

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital lease obligations</td>
<td>13,743</td>
<td>14,607</td>
</tr>
<tr>
<td>Less: amount representing interest</td>
<td>388</td>
<td>625</td>
</tr>
<tr>
<td>Less: current portion</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>13,355</td>
<td>13,982</td>
</tr>
<tr>
<td></td>
<td>2,612</td>
<td>2,290</td>
</tr>
<tr>
<td></td>
<td>10,743</td>
<td>11,692</td>
</tr>
</tbody>
</table>

Interest expense in connection with the capital lease obligations was $361 ($392 in 2016, $283 in 2015). Finance leases bear interest at rates ranging from 2.99% to 5.44% (4.47% to 5.74% in 2016, 3.40% to 6.18%) per annum and are secured by the related asset.

Letter of credit facility

The Company has a committed Letter of Credit Facility to a maximum of $50,000 ($50,000 in 2016). At December 31, 2017, the Company had $32,173 ($24,200 in 2016) outstanding against this facility. Interest expense in connection with these letters of credit was $990 ($937 in 2016).

Covenants

Under the revolving credit and swingline facilities, the Company must satisfy certain financial covenants as defined by the credit agreement, as amended, October 2, 2017, and November 30, 2017, as follows:

- Minimum debt service coverage of 1.25:1; and
- If the revolving line of credit and swingline facilities are more than 35% utilized, then maximum total net funded debt to adjusted EBITDA, as defined in the facilities, must be equal to or less than 7.00:1

As at December 31, 2017 the Company was in compliance with these covenants.
GFL Environmental Inc.
Notes to the consolidated financial statements
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10. Long term debt (continued)

Commitments related to long-term debt

Principal payments on credit facilities and future minimum lease payments under the finance leases required in each of the following five years and future payments under equipment loan obligations in each of the next five years are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Credit facilities</th>
<th>Finance leases</th>
<th>Equipment loans</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2018</td>
<td>6,268</td>
<td>2,612</td>
<td>358</td>
</tr>
<tr>
<td>2019</td>
<td>6,268</td>
<td>3,021</td>
<td>375</td>
</tr>
<tr>
<td>2020</td>
<td>34,801</td>
<td>2,022</td>
<td>360</td>
</tr>
<tr>
<td>2021</td>
<td>897,211</td>
<td>554</td>
<td>228</td>
</tr>
<tr>
<td>2022</td>
<td>486,643</td>
<td>322</td>
<td>238</td>
</tr>
<tr>
<td>Thereafter</td>
<td>555,399</td>
<td>4,824</td>
<td>4,202</td>
</tr>
<tr>
<td></td>
<td>1,986,590</td>
<td>13,355</td>
<td>5,761</td>
</tr>
</tbody>
</table>

11. Income taxes

The provision for income taxes recorded in the statement of operations differs from the amount which would be obtained by applying the statutory income tax rate to the income before income taxes for the year as follows:

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss before taxes</td>
<td>(75,687)</td>
<td>(135,796)</td>
</tr>
<tr>
<td>Statutory tax rate</td>
<td>26.5%</td>
<td>26.5%</td>
</tr>
<tr>
<td>Anticipated income tax recovery</td>
<td>(20,057)</td>
<td>(35,986)</td>
</tr>
<tr>
<td>Permanent differences</td>
<td>(12,603)</td>
<td>1,178</td>
</tr>
<tr>
<td>Temporary differences</td>
<td>1,499</td>
<td>25,039</td>
</tr>
<tr>
<td>Losses utilized from prior years</td>
<td>(233)</td>
<td>—</td>
</tr>
<tr>
<td>Losses in the current year not recognized</td>
<td>31,729</td>
<td>15,584</td>
</tr>
<tr>
<td>Other</td>
<td>255</td>
<td>1,151</td>
</tr>
<tr>
<td>Provision for income taxes</td>
<td></td>
<td>590</td>
</tr>
</tbody>
</table>

As at December 31, 2017, the Company had income tax losses available for carry forward of $353,826 that will expire from 2030 to 2037, the benefit of which have not been reflected in these consolidated financial statements.

12. Share-based payments

The share-based payments expense for the year ended December 31, 2017 totaled $5,094 ($3,072 in 2016, $2,549 in 2015).
12. Share-based payments (continued)

The "2015 Plan"

During 2015, GFL Environmental Holdings Inc., a related company established a stock option plan (the "2015 Plan") which includes the Company's employees as participating members. The Board of Directors of GFL Environmental Holdings Inc. has the discretion to grant time based options and performance based options to purchase non-voting common shares of GFL Environmental Holdings Inc. to employees of the Company. The exercise price of an option is determined at the discretion of the Board, subject to the terms of the 2015 Plan. Unless otherwise determined by the Board of Directors of GFL Environmental Holdings Inc., the options vest in equal annual installments on each of the first five anniversaries of their grant date, subject to accelerated vesting on certain events described in the 2015 Plan. Each option issued under the 2015 Plan will expire 20 years following the grant date.

Each time based share option is exercisable for one non-voting common share of GFL Environmental Holdings Inc. on exercise. The aggregate number of non-voting common shares for which all of the performance based options are exercisable is determined on the occurrence of a crystallization event as defined in the 2015 Plan, by multiplying the applicable percentage increase in the original equity investment by certain shareholders of GFL Environmental Holdings Inc. by the difference between the shareholders' original capital invested and the sale price of 100% of the equity of GFL Environmental Holdings Inc. No amounts were paid or are payable by the participants on grant of the option. The options carry neither rights to dividends nor voting rights. The time based options are exercisable upon the occurrence of a crystallization event. Performance based options are exercisable upon the occurrence of a crystallization event as defined in the 2015 Plan. The Company estimated that the total fair value in aggregate of the options at the various grant dates was $15,792.

The "2016 Plan"

During 2016, GFL Environmental Holdings Inc. established a stock option plan (the "2016 Plan") which includes the Company's employees as participating members. The Board of Directors of GFL Environmental Holdings Inc. has the discretion to grant performance based options to purchase non-voting common shares of GFL Environmental Holdings Inc. to employees of the Company. The exercise price of an option is determined at the discretion of the Board, subject to the terms of the 2016 Plan. Unless otherwise determined by the Board of Directors of GFL Environmental Holdings Inc., the options vest in equal annual installments on each of the first five anniversaries of their grant date, subject to accelerated vesting on certain events described in the 2016 Plan. Each option issued under the 2016 Plan will expire 20 years following the grant date.

The aggregate number of non-voting common shares for which all of the performance based options are exercisable is determined on the occurrence of a crystallization event as defined in the 2016 Plan, by multiplying the applicable percentage increase in the original equity investment by certain shareholders of GFL Environmental Holdings Inc. by the difference between the shareholders' original capital invested and the sale price of 100% of the equity of GFL Environmental Holdings Inc. No amounts were paid or are payable by the participants on grant of the option. The options carry neither rights to dividends nor voting rights. Performance based options are exercisable upon the occurrence of a crystallization event as defined in the 2016 Plan. The Company estimated that the total fair value in aggregate of the options at the various grant dates was $9,190.
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12. Share-based payments (continued)

Valuation inputs

The fair value at the grant date was calculated using the Black-Scholes option pricing model for the time based options and the Monte Carlo simulation method for the performance based options, with the following assumptions:

<table>
<thead>
<tr>
<th></th>
<th>2015 plan</th>
<th>2016 plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected life of options</td>
<td>5 years</td>
<td>5 years</td>
</tr>
<tr>
<td>Expected volatility</td>
<td>18%</td>
<td>18%</td>
</tr>
<tr>
<td>Expected dividend yield</td>
<td>nil%</td>
<td>nil%</td>
</tr>
<tr>
<td>Risk-free interest rate</td>
<td>1%</td>
<td>1%</td>
</tr>
</tbody>
</table>

Expected volatility was calculated using the daily historical closing values of similar public companies for the period of time prior to the grant date of the equity share option that is equal in length to the equity share options granted by the Company.

Summary of transactions

Stock option transactions under the two plans are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Time-based options</th>
<th>Performance-based options</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weighted average exercise price</td>
<td># of shares</td>
</tr>
<tr>
<td>Options reserved for issuance</td>
<td>$</td>
<td>n/a</td>
</tr>
<tr>
<td>Options outstanding, January 1, 2016</td>
<td>1.00</td>
<td>6,142,270</td>
</tr>
<tr>
<td>Options granted to purchase non-voting common shares</td>
<td>1.00</td>
<td>100,000</td>
</tr>
<tr>
<td>Options forfeited</td>
<td>1.00</td>
<td>(848,000)</td>
</tr>
<tr>
<td>Options outstanding, December 31, 2016</td>
<td>1.00</td>
<td>5,394,270</td>
</tr>
<tr>
<td>Options granted to purchase non-voting common shares</td>
<td>1.00</td>
<td>1,038,865</td>
</tr>
<tr>
<td>Options forfeited</td>
<td>1.00</td>
<td>(1,202,908)</td>
</tr>
<tr>
<td>Options outstanding, December 31, 2017</td>
<td>1.00</td>
<td>5,230,227</td>
</tr>
</tbody>
</table>

Under the 2015 Plan, during the year ended December 31, 2017, 1,248,454 time based and 1,844,546 performance based options vested (1,228,454 time based and 1,824,546 performance based options in 2016). As at December 31, 2017 the Company had 6,146,000 vested and 7,152,000 unvested options outstanding (3,053,000 vested and 10,172,000 unvested options at December 31, 2016).

Under the 2016 Plan, no options vested during the year ended December 31, 2017. As at December 31, 2017 the Company had nil vested and 6,708,000 unvested options outstanding.
GFL Environmental Inc.
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December 31, 2017 and 2016
(In thousands of Canadian dollars except share amounts)

13. Share capital

The Company has the following authorized capital:

Authorized, unlimited number of voting common shares and unlimited non-voting common shares.

Issued and outstanding

<table>
<thead>
<tr>
<th>Common #</th>
<th>$</th>
<th>Voting amount</th>
<th>Common #</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, December 31, 2016</td>
<td>100</td>
<td>39</td>
<td>329,704,259</td>
<td>853,880,932</td>
</tr>
<tr>
<td>Issued upon acquisition of subsidiaries (Note 3)</td>
<td></td>
<td></td>
<td>4,309,054</td>
<td>10,000,000</td>
</tr>
<tr>
<td>Balance, December 31, 2017</td>
<td>100</td>
<td>39</td>
<td>334,013,313</td>
<td>863,880,932</td>
</tr>
</tbody>
</table>

During the year ended December 31, 2017, the Company issued 4,309,054 non-voting common shares with an ascribed value of $10,000 as partial consideration for an acquired business (Note 3).

During the year ended December 31, 2016, the Company issued 110,752,711 non-voting common shares for cash proceeds of $683,000. On January 15, 2016, the Company issued 1,630,380 non-voting common shares with an ascribed value of $10,000 as partial consideration for an acquired business (Note 3). On September 30, 2016, the Company issued 1,210,355 non-voting common shares for a fair market value of $7,548 as partial consideration for an acquired business (Note 3). Costs related to the share issuance of $4,009 have been recorded as a reduction to share capital. During the period the Company acquired a subsidiary of GFL Environmental Holdings Inc., a related company whose sole asset was income tax losses of $2,532 available for carry forward. The fair market value of the loss carryforwards was $25 for which the Company issued 25,322 non-voting common shares with a corresponding change to contributed surplus of $25.

Contributed surplus

The contributed surplus consists of the following:

<table>
<thead>
<tr>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, December 31, 2016</td>
</tr>
<tr>
<td>Stock-based compensation expense (Note 12)</td>
</tr>
<tr>
<td>Balance, December 31, 2017</td>
</tr>
</tbody>
</table>

14. Changes in non-cash working capital items

<table>
<thead>
<tr>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Effects of changes in
Accounts payable and accrued liabilities | 73,310 | 9,524 |
Trade and other receivables, net of allowance (78,360) | (22,852) |
Prepaid expenses and other assets | 836 | 9,607 |
Income taxes payable | 2,404 | (28) |
(1,810) | (3,749) |

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15. Financial instruments and risk management

Financial risk management objectives

As a result of holding and issuing financial instruments, the Company is exposed to liquidity, credit and market risks. The following provides a description of these risks and how the Company manages these exposures.

Credit risk

Credit risk is the risk of loss associated with a counterparty’s inability to fulfill its payment obligations. The Company’s principal financial assets that expose it to credit risk are accounts receivable.

The Company provides credit to its customers in the normal course of its operations. The amounts disclosed in the statement of financial position represent the maximum credit risk and are net of allowance for doubtful accounts, based on management’s estimates taking into account the Company’s prior experience and its assessment of the current economic environment.

Liquidity risk

The Company monitors and manages its liquidity to ensure that it has access to sufficient funds to meet its liabilities when due. Management of the Company believes that future cash flows from operations and the availability of credit under existing bank arrangements is adequate to support the Company’s financial liquidity needs for its ongoing operations.

At December 31, 2017, available sources of liquidity include the Company’s revolving operating facility of $390,000 of which $210,243 was drawn as at December 31, 2017 ($43,240 at December 31, 2016).

The Company has financial liabilities with varying contractual maturity dates. With the exception of long term debt, all of the Company’s significant financial liabilities mature in less than one year.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial liability will fluctuate because of changes in market interest rates. The Company enters into both fixed and floating rate debt, including equipment loans and also leases certain assets with fixed rates.

The Company risk management objective is to minimize the potential for changes in interest rates to cause adverse changes in cash flows to the Company. The ratio of fixed to floating rate obligations outstanding is designed to maintain flexibility in the Company’s capital structure to adjust to prevailing market conditions.
15. **Financial instruments and risk management (continued)**

*Foreign currency risk*

The Company’s foreign currency transactions are conducted through its subsidiaries in the United States, in functional currency. The Company manages its currency risk in respect of its outstanding US dollar senior unsecured notes with certain cross currency interest rate swaps. The Company had exposure to foreign currency risk on its US $500,000 9.875% senior unsecured notes due 2021. The Company is committed under outstanding cross currency interest rate swaps to receive and pay interest semi-annually of the following:

- 9.875% on US $300,000 and 9.89% on $423,900 respectively. At maturity, February 1, 2021, the total of all the cross currency interest rate swaps will result in the Company paying $423,900 in exchange for US $300,000.

- 9.875% on US $200,000 and 10.135% on $256,800 respectively. At maturity, February 1, 2021, the total of all the cross currency interest rate swaps will result in the Company paying $256,800 in exchange for US $200,000. Hedge accounting has been applied to these swaps, which results in the senior notes effectively having been converted to a fixed Canadian interest rate and a fixed exchange rate at $1.413 and $1.284 respectively.

Additionally, the Company had exposure to foreign currency risk on its US $350,000 5.625% senior unsecured notes due 2022. The Company is committed under outstanding cross currency interest rate swaps to receive and pay interest semi-annually of 5.625% on US $350,000 and 4.846% on $480,375 respectively. At maturity, May 1, 2022, the total of all the cross currency interest rate swaps will result in the Company paying $480,375 in exchange for US $350,000. Hedge accounting has been applied to these swaps, which results in the senior notes effectively having been converted to a fixed Canadian interest rate and a fixed exchange rate at $1.3725.

The Company has exposure to foreign currency risk on its US $370,000 term loan due September 30, 2023. The Company will manage this exposure with cash flow from its US operations.

16. **Commitments and contingent liabilities**

(a) **Operating leases**

Operating leases relate primarily to the leasing of equipment and premises, and have been entered into with lease terms of between 1 and 10 years in length.

\[
\begin{array}{lrr}
\text{Non-cancellable operating lease commitments} & \text{\$} \\
\text{Not later than one year} & 12,253 \\
\text{Later than one year and not later than five years} & 36,017 \\
\text{Later than five years} & 23,441 \\
\hline
\text{Total} & 71,711 \\
\end{array}
\]

(b) **Performance bonds**

In the normal course of business, the Company is required to provide performance bonds in respect of certain contracts which guarantee payment for labour, material and services in the event of a default by the Company.

The Company has executed an indemnity agreement in favour of the surety of these bonds. As at December 31, 2017, the aggregate contract limit for the bonds totaled $250,855 ($180,253 in December 31, 2016).
GFL Environmental Inc.
Notes to the consolidated financial statements
December 31, 2017 and 2016
(In thousands of Canadian dollars except share amounts)

16. Commitments and contingent liabilities (continued)
   
   (c) Contingent liabilities
   
   In the normal course of business activities, the Company is subject to a number of claims and legal actions that may be made by customers, suppliers or others. Though the final outcome of actions outstanding or pending at the year-end is not determinable, management believes the resolutions will not have a material effect on the financial position, deficit or cash flow of the Company.

   (d) Insurance settlement
   
   In November 2017, the Company received $19,403 in cash on the settlement with the insurer of our claim under the representation and warranty insurance policy issued on the closing of a solid waste acquisition in Michigan that occurred in September 2016.

17. Events after the reporting period

   On February 1, 2018 the Company acquired 100% of the shares of a liquid waste business for total consideration of $90,400. The Company has not yet finalized its determination of the fair value of the acquired assets and liabilities.

18. Comparative figures

   Certain prior year figures have been reclassified to conform to the current year's presentation.
Statement of Bidders Safety, Environmental and Judicial Record

Violations record concerning past and pending civil claims and criminal investigations, as well as prior judgments and determinations against the bidder and its affiliates within the past ten (10) years of the following types of laws, regulations or ordinances which are under the jurisdiction of various departments of the State of Michigan:

➢ Environmental: Department of Natural Resources, Solid Waste Division
➢ Safety: Occupational Safety & Health Department
➢ Health: Occupational Safety & Health Department
➢ Price Fixing: Michigan Attorney General
➢ Anti-Trust: Michigan Attorney General
➢ Fraud: Michigan Attorney general

Presently there are no issues on the above

Lou Berardicurti, Executive Vice President

07/1/2019

Date
This is to certify that

GFL ENVIRONMENTAL USA INC.

an (a) DELAWARE profit corporation, was validly authorized on August 21, 2012, to
transact business in Michigan, and that said corporation holds a valid certificate of authority to
transact business in this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the
corporation is in good standing in Michigan as of this date and is duly authorized to transact business
in this state any business of the character set forth in its application which a domestic
corporation formed under this act may lawfully conduct.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.

[Signature]
Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

Sent by Facsimile Transmission
498507

(RECEIVED: 2017-02-27 14:13:51 (GM - 05:00))
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the AMENDED APPLICATION FOR CERTIFICATE OF AUTHORITY
for
GFL ENVIRONMENTAL USA INC.

ID NUMBER: 60413H

received by facsimile transmission on November 7, 2016 is hereby endorsed.

Filed on November 7, 2016 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after
received date is stated in the document.

[Seal]

in testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 7th day
of November, 2016.

[Signature]

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

Sent by Facsimile Transmission
### AMENDED APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN MICHIGAN

For use by Foreign Corporations

Pursuant to the provisions of Act 284, Public Act of 1972, the undersigned corporation executes the following Amended Application:

1. The name of the corporation is: RIZZO ENVIRONMENTAL SERVICES, INC.

2. If the name in item 1 was not available for use in Michigan, the assumed name adopted when obtaining the Certificate of Authority is:

3. The identification number assigned by the Bureau is: 604181.

4. It is incorporated under the laws of DELAWARE.

5. The corporation was authorized to transact business in Michigan on August 21, 2012.

6. The period of its duration (corporation term) is perpetual.

7. a) The total authorized shares of the corporation on record with the Corporations, Securities & Commercial Licensing Bureau are: 100,000 as of November 4, 2016

   b) The shares attributable to Michigan as currently on the records of the Corporations, Securities & Commercial Licensing Bureau are: 60,000

   c) If the total authorized stock has changed, the total authorized shares of the corporation are: 

      The effective date of the stock change was the day of

   d) For year ending ______/_____/_____. the proportion percentage from the most recently filed Michigan tax return is: __________%.
3. If the name of the corporation has changed, its new name is:

GE Environment USA Inc.

The effective date of the name change was the 25th day of October, 2016, and the
name change was made in compliance with the laws of the jurisdiction of its incorporation.

4. Complete this item only if the new name in item 3 is not available for use in Michigan. The assumed name of
the corporation to be used in all its dealings with the Secretary and in the transaction of its business in Michigan is:

5. If the assumed name in item 2 has changed, the new name is:

11. The name of the resident agent at the registered office is: Richard P. Manozak

The address of its registered office in Michigan is:

39500 High Pointe Boulevard, Suite 350
Novi, Michigan 48377

The mailing address of the registered office in Michigan, if different than above, is:

12. The address of the main business or headquarters office of the corporation is:

6200 Farmridge
Sterling Heights, MI 48313

The mailing address if different than above is:

16. If this business the foreign corporation proposes to do in this State is to be enlarged, limited, or otherwise
changed, the specific business which the corporation is to transact in Michigan is as follows:

The corporation is authorized to transact such business or conduct such affairs in the jurisdiction of its incorporation.

Signed this 4th day of November, 2016

By: __________________________

(Mallory A. Field, Authorized Agent)

(Imprint or Print Name)

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL FEES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GFI ENVIRONMENTAL USA INC." WAS INCORPORATED ON THE ELEVENTH DAY OF AUGUST, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE FEES HAVE BEEN PAID TO DATE.
STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

FIRST: That resolutions were duly adopted by written consent of the Board of Directors of Rizzo Environmental Services, Inc. setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling for approval of the stockholder of said corporation. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing Article I to read as follows:

The name of the corporation is: CPL Environmental USA Inc.

SECOND: That said amendment was duly adopted in accordance with the provisions of Section 343 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 26th day of October, 2016.

[Signature]
Mallory A. Field
Its: Authorized Agent

State of Delaware
Secretary of State
Division of Corporations
Delivered 11/16/AM10082016
Filed 11/16/AM10282016
File 2016004419 - File Number 297663

408
Charter Township of Orion

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 Orion a top of the line Recycling Rewards Program that compensates residents for their recycling efforts. Our rewards program is available to all residents in Charter Township of Orion 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 eight (8) pages for an overview of the program.

CONTRACT PERIOD – Five year agreement starting January 1, 2020 with option to renew for an additional three year period. Also, all other services outlined in the Charter Township of Orion bid document would remain as stated.
June 26, 2019

Dear City of Orion Township 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.

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
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.

With over 1000 saving offers within a 25 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
City of New Baltimore Residents

ACTIVATE your FREE ACCOUNT TODAY!

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

Step 1: Select Your Community

From the Drop Down Menu Select Your Community

Enter Your Name

Your Email Address

Create a Password

Please fill out your Mailing Address & Click to Verify Address

It's That Easy!
Community Support & Engagement

A fabulous aspect of the GFL Rewards program is the community support and engagement effort.

Built in to the program is the members ability to nominate local charitable events/functions as well as school programs and other non-profit organizations. There is a portal on the program website that encourages members to input the information. GFL Rewards then reaches out to those groups to inform them of their nomination, and encourage their participation.

Members can use their point accruals to donate points to the charity or function of their choice. Each quarter, the GFL Rewards program donated $2500 to these causes. The monies are distributed based on the percentage of total points each group receives. Example: There are t total of 4 different charities nominated, and there are a total of 10,000 points donated. Group 1 receives 3,400 of the 10,000 points donated, then they receive 34% of the quarterly cash donation, or $850. A total of $10,000 will be donated each year of the program.

This process not only supports worthwhile community causes, it greatly encourages high levels of involvement by the groups themselves. Group leaders help spread the word about the benefits of the program and can dramatically increased the number of resident member accounts.
CUSTOMER SERVICE

Customer Service for Orion Township residents will be as follows:
Telephone calls will be answered Monday thru Friday, 8:30am—4:30pm, excluding holidays, for questions, concerns and non-internet users. Missed calls with messages will be returned within 2 business days. Those who wish to participate, are internet educated, but do not have internet access will be directed to the local library for free use of their computers, or they can call Rewards for Recycling for support at 888-234-8211.

For those with internet access, all email requests through the website will be answered within (2) business days of receipt.

Access to the Rewards for Recycling Management portal will also be made available to a GFL USA employee, who will be able to assist in activating residents and any other questions or concerns. They will have the opportunity to pass the call on to the call center or to help the resident at that point.

PARTICIPATING BUSINESSES

Currently in Orion Township, MI, Rewards for Recycling has over 1200 offers within the 48359-48362 zip codes. Offers include local businesses such as: Willow Creek Golf, Dickey's Barbecue Pit, Longhorn Steakhouse, Passport Pizza & Ribs, Baskin Robbins, Little Caesars, Tubby's Sub Shop, Hungry Howie's, UPS Store, Tim Hortons, Times Square Deli & Restaurant, Dairy Queen, Orange Julius, Dunham's Sports, Edible Arrangements, Advance Auto Parts, Diver's Den and Spa Finder.

Discounts range from 15% to 40% or more, to buy one/get one free offers potentially saving residents hundreds of dollars a year at businesses right in Orion Township, keeping the dollars within their own community.
E-Commerce Rewards Program

GFL has developed a custom program for Orion Township to distribute points to residents that recycle. GFLUSARewards.com The program's point system is based on the volume of recycling material obtained via the individual collection routes, or by the total volume collected from all Orion Township residents.

Points can be redeemed for offers from hundreds of businesses located in and around the Orion Township area. Points can also be redeemed for thousands of offers from across the country.

Residents members can also choose to utilize their points to register for quarterly gift card give-a-ways and other prizes.

Points can also be donated to a number of local charitable organizations and community service groups to help raise money for those causes.
**Gift Card Giveaways**

Each quarter GFLRewards.com will give away a minimum of $1,000 in Gift Cards from local and national businesses in random drawings among all participating recyclers.

Participating businesses include, but are not limited to: Best Buy, Ram’s Horn, Speedway, Meijer, Kruse & Muer, Amazon, Half Day Café, Home Depot, Barnes and Noble, iTunes and more.

To enter the drawings, residents will log in to their activated account, go to the Gift Card Tab, and Click Enter Drawing on any or all of the Gift Cards they wish to win. Residents will exchange points base on the value of the Gift Card.

- $10 Gift Card = 20 points
- $20 Gift Card = 40 points
- $25 Gift Card = 50 points
- $50 Gift Card = 100 points

Drawings will be held on or near the 15th of every month and gift cards will be delivered within 15 business days via USPS or within hours if an e-card.

All winners will be notified of winning on the day of the drawing.
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.

With over 1000 saving offers within a 25 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
Charter Township of Orion

Residential Solid Waste Services

GFL Environmental USA Inc - Alternate Proposal 2

Service Day Change Option

In a continuing effort to reduce collection costs and increase the level of service for the Charter Township of Orion residents, we would like to submit our Alternate Proposal 2 for your review and approval.

➢ GFL is requesting that the Charter Township of Orion consider changing the service days from Monday thru Thursday, current requested service days, to Tuesday thru Friday, the new service days. This would allow GFL to maximize collection assets and the time spent in the Township.

Should the Charter Township of Orion consider our Alternate Proposal 2, GFL would reduce our monthly unit rate outlined on page 2, by three (3) percent.

CONTRACT PERIOD – Five year agreement starting January 1, 2020 with an option to renew for an additional three year period. All other services outlined in the Charter Township of Orion bid document would remain as stated.
# COST PROPOSAL FORMS AND CHECKLISTS – ATTACHMENT C

## CHECKLIST:

### COST PROPOSAL FORM A – RESIDENTIAL CURBSIDE AND OTHER CURBSIDE

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>Cost Proposal Item A-2 – Weekly Curbside Collection and Transportation of Solid Waste, Recyclables and Yard Waste; Disposal of Solid Waste; Processing of Yard Waste and Bulky Items/White Goods and <strong>Delivery of Solid Waste to Orion Township Designated Landfill Site – Eagle Valley</strong></td>
</tr>
<tr>
<td>✓</td>
<td>Cost Proposal Item A-3 – Weekly Curbside Collection and Transportation of Solid Waste, Recyclables and Yard Waste; Disposal of Solid Waste; Processing of Yard Waste and Bulky Items/White Goods and <strong>Delivery of Recyclables to Orion Township Designated Recycling Processing Site – SOCRRRA or equiv.</strong></td>
</tr>
<tr>
<td>✓</td>
<td>Cost Proposal Item A-4 – Weekly Curbside Collection and Transportation of Solid Waste, Recyclables and Yard Waste; Processing of Yard Waste and Bulky Items/White Goods and <strong>Delivery of Solid Waste to Orion Township Designated Landfill Site – Eagle Valley; and Delivery of Recyclables to Orion Township Designated Recycling Processing Site – SOCRRRA or equiv.</strong></td>
</tr>
<tr>
<td>✓</td>
<td>Cost Proposal Item A-5: Deductions for Township Capital Contribution for Carts</td>
</tr>
<tr>
<td>✓</td>
<td>Cost Proposal Item A-6: Service Unit Discounts and Cumulative Cap on Discounts</td>
</tr>
</tbody>
</table>

### COST PROPOSAL FORM B – NON-CURBSIDE RESIDENTIAL COST PER RESIDENTIAL UNIT

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>Cost Proposal Item B-1 – Weekly Curbside Collection and Transportation of Solid Waste and Recyclables; Disposal of Solid Waste and Processing of Recyclables and Bulky Items/White Goods</td>
</tr>
<tr>
<td>✓</td>
<td>Cost Proposal Item B-2 – Weekly Curbside Collection and Transportation of Solid Waste and Recyclables; Disposal of Solid Waste; Processing of Bulky Items/White Goods and <strong>Delivery of Recyclables to Orion Township Designated Recycling Processing Site – SOCRRRA or equiv.</strong></td>
</tr>
</tbody>
</table>

### COST PROPOSAL FORM C – NON-CURBSIDE RESIDENTIAL COST PER CONTAINER LIFT

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>Cost Proposal Item C-1 – Weekly Curbside Collection and Transportation of Solid Waste and Recyclables; Disposal of Solid Waste and Processing of Recyclables and Bulky Items/White Goods</td>
</tr>
<tr>
<td>✓</td>
<td>Cost Proposal Item C-2 – Weekly Curbside Collection and Transportation of Solid Waste and Recyclables; Disposal of Solid Waste; Processing of Bulky Items/White Goods and <strong>Delivery of Recyclables to Orion Township Designated Recycling Processing Site – SOCRRRA or equiv.</strong></td>
</tr>
</tbody>
</table>

### COST PROPOSAL FORM D – ADDITIONAL CARTS REQUESTED BY SERVICE UNIT

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>Cost Proposal Item D-1 – One Time Payment by Service Unit for Contractor to Provide Additional Carts</td>
</tr>
</tbody>
</table>

419
ATTACHMENT C
COST PROPOSAL FORM A – RESIDENTIAL CURBSIDE AND OTHER CURBSIDE

Item A-1: Weekly Collection and Transportation of Solid Waste, Recyclables and Yard Waste; Disposal of Solid Waste and Processing of Recyclables, Yard Waste and Bulky Items/White Goods for Residential Curbside and Other Curbside. All pricing shall be in unit price per quarter.

<table>
<thead>
<tr>
<th>Cost Proposal Form A - Item 1</th>
<th>Unit Cost/Qtr 2020</th>
<th>Unit Cost/Qtr 2021</th>
<th>Unit Cost/Qtr 2022</th>
<th>Unit Cost/Qtr 2023</th>
<th>Unit Cost/Qtr 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Curbside</td>
<td>$ 54.00</td>
<td>$ 55.50</td>
<td>$ 57.00</td>
<td>$ 58.50</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>Other Curbside*</td>
<td>$ 54.00</td>
<td>$ 55.50</td>
<td>$ 57.00</td>
<td>$ 58.50</td>
<td>$ 60.00</td>
</tr>
</tbody>
</table>

* Note: Other Curbside in Cost Proposal Form A refers to non-residential properties (e.g. institutions, churches, daycare, etc.) that can be serviced by a curbside collection vehicle and that have residential service level needs (e.g. a trash cart and a recycle cart, some yard waste, etc.) that may request that the route cover such a non-residential property at the unit cost proposed by the Contractor.

Item A-2: Weekly Curbside Collection and Transportation of Solid Waste, Recyclables and Yard Waste; Disposal of Solid Waste; Processing of Yard Waste and Bulky Items/White Goods and Delivery of Solid Waste to Orion Township Designated Landfill Site – Eagle Valley

<table>
<thead>
<tr>
<th>Cost Proposal Form A - Item 2</th>
<th>Unit Cost/Qtr 2020</th>
<th>Unit Cost/Qtr 2021</th>
<th>Unit Cost/Qtr 2022</th>
<th>Unit Cost/Qtr 2023</th>
<th>Unit Cost/Qtr 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Curbside</td>
<td>$ 54.00</td>
<td>$ 55.50</td>
<td>$ 57.00</td>
<td>$ 58.50</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>Other Curbside*</td>
<td>$ 54.00</td>
<td>$ 55.50</td>
<td>$ 57.00</td>
<td>$ 58.50</td>
<td>$ 60.00</td>
</tr>
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</table>

Weekly Curbside Collection and Transportation of Solid Waste, Recyclables and Yard Waste; Disposal of Solid Waste; Processing of Yard Waste and Bulky Items/White Goods and Delivery of Recyclables to Orion Township Designated Recycling Processing Site – SOCRRA or equiv.

<table>
<thead>
<tr>
<th>Cost Proposal Form A - Item 3</th>
<th>Unit Cost/Qtr 2020</th>
<th>Unit Cost/Qtr 2021</th>
<th>Unit Cost/Qtr 2022</th>
<th>Unit Cost/Qtr 2023</th>
<th>Unit Cost/Qtr 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Curbside</td>
<td>$ 54.75</td>
<td>$ 56.25</td>
<td>$ 57.75</td>
<td>$ 59.25</td>
<td>$ 60.75</td>
</tr>
<tr>
<td>Other Curbside*</td>
<td>$ 54.75</td>
<td>$ 56.25</td>
<td>$ 57.75</td>
<td>$ 59.25</td>
<td>$ 60.75</td>
</tr>
</tbody>
</table>

Cost Proposal Item A-4 – Weekly Curbside Collection and Transportation of Solid Waste, Recyclables and Yard Waste; Processing of Yard Waste and Bulky Items/White Goods and Delivery of Solid Waste to Orion Township Designated Landfill Site - Eagle Valley; and Delivery of Recyclables to Orion Township Designated Recycling Processing Site – SOCRRA or equiv.

<table>
<thead>
<tr>
<th>Cost Proposal Form A - Item 4</th>
<th>Unit Cost/Qtr 2020</th>
<th>Unit Cost/Qtr 2021</th>
<th>Unit Cost/Qtr 2022</th>
<th>Unit Cost/Qtr 2023</th>
<th>Unit Cost/Qtr 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Curbside</td>
<td>$ 46.50</td>
<td>$ 48.00</td>
<td>$ 49.50</td>
<td>$ 51.00</td>
<td>$ 52.50</td>
</tr>
<tr>
<td>Other Curbside*</td>
<td>$ 46.50</td>
<td>$ 48.00</td>
<td>$ 49.50</td>
<td>$ 51.00</td>
<td>$ 52.50</td>
</tr>
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</table>
## Cost Proposal Item A-5: Deductions for Township Capital Contribution for Carts

<table>
<thead>
<tr>
<th>Cost Proposal Form A - Item 5</th>
<th>Deduction to Unit Cost/ Qtr 2020</th>
<th>Deduction to Unit Cost/ Qtr 2021</th>
<th>Deduction to Unit Cost/ Qtr 2022</th>
<th>Deduction to Unit Cost/ Qtr 2023</th>
<th>Deduction to Unit Cost/ Qtr 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Township Pays for 50% all Waste and Recycling Carts (50% of the purchase cost of the carts reimbursed to the contractor by Orion Township at the time of cart delivery)</td>
<td>$50.50</td>
<td>$52.00</td>
<td>$53.50</td>
<td>$55.00</td>
<td>$56.50</td>
</tr>
<tr>
<td>Township Pays for 75% all Recycling Carts (75% of the purchase cost of the recycling carts paid by Orion Township at the time of cart delivery)</td>
<td>$51.25</td>
<td>$52.75</td>
<td>$54.25</td>
<td>$55.75</td>
<td>$57.25</td>
</tr>
</tbody>
</table>

## Item A-6: Service Unit Discounts and Cumulative Cap on Discounts

<table>
<thead>
<tr>
<th>Cost Proposal Form A - Item 6</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year Prepay</td>
<td>3 %</td>
<td>3 %</td>
<td>3 %</td>
<td>3 %</td>
<td>3 %</td>
</tr>
<tr>
<td>Automated Payment</td>
<td>3 %</td>
<td>3 %</td>
<td>3 %</td>
<td>3 %</td>
<td>3 %</td>
</tr>
<tr>
<td>Senior</td>
<td>5 %</td>
<td>5 %</td>
<td>5 %</td>
<td>5 %</td>
<td>5 %</td>
</tr>
<tr>
<td>Veteran</td>
<td>5 %</td>
<td>5 %</td>
<td>5 %</td>
<td>5 %</td>
<td>5 %</td>
</tr>
<tr>
<td>Cumulative % Cap</td>
<td>5 %</td>
<td>5 %</td>
<td>5 %</td>
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<tr>
<td>Max Annual Service Suspension Credit</td>
<td>$30.00</td>
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ATTACHMENT C
COST PROPOSAL FORM B – RESIDENTIAL NON-CURBSIDE - COST PER RESIDENTIAL UNIT

Item B-1: Weekly Curbside Collection and Transportation of Solid Waste and Recyclables; Disposal of Solid Waste and Processing of Recyclables and Bulky Items/White Goods. All pricing shall be in unit price per quarter.

<table>
<thead>
<tr>
<th>Cost Proposal Form B - Item 1</th>
<th>Unit Cost/Qtr 2020</th>
<th>Unit Cost/Qtr 2021</th>
<th>Unit Cost/Qtr 2022</th>
<th>Unit Cost/Qtr 2023</th>
<th>Unit Cost/Qtr 2024</th>
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</thead>
<tbody>
<tr>
<td>Apartments</td>
<td>$ 45.00</td>
<td>$ 46.50</td>
<td>$ 48.00</td>
<td>$ 49.50</td>
<td>$ 51.00</td>
</tr>
<tr>
<td>Condominiums</td>
<td>$ 45.00</td>
<td>$ 46.50</td>
<td>$ 48.00</td>
<td>$ 49.50</td>
<td>$ 51.00</td>
</tr>
<tr>
<td>Mobile Homes</td>
<td>$ 48.00</td>
<td>$ 49.50</td>
<td>$ 51.00</td>
<td>$ 52.50</td>
<td>$ 54.00</td>
</tr>
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</table>

Item B-2: Weekly Curbside Collection and Transportation of Solid Waste and Recyclables; Disposal of Solid Waste; Processing of Bulky Items/White Goods and Delivery of Recyclables to Orion Township Designated Recycling Processing Site – SOCRRA or Equivalent

<table>
<thead>
<tr>
<th>Cost Proposal Form B - Item 1</th>
<th>Unit Cost/Qtr 2020</th>
<th>Unit Cost/Qtr 2021</th>
<th>Unit Cost/Qtr 2022</th>
<th>Unit Cost/Qtr 2023</th>
<th>Unit Cost/Qtr 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apartments</td>
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<td>$ 47.25</td>
<td>$ 48.75</td>
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<tr>
<td>Condominiums</td>
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</tr>
<tr>
<td>Mobile Homes</td>
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<td>$ 53.25</td>
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ATTACHMENT C
COST PROPOSAL FORM C – RESIDENTIAL NON-CURBSIDE: COST PER CONTAINER LIFT

**Item C-1:** Weekly Collection and Transportation of Solid Waste and Recyclables; Disposal of Solid Waste and Bulky Items/White Goods. All pricing shall be in unit price per quarter.

<table>
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<th>Cost Proposal Form C - Item 1</th>
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<th>Cost/Lift 2022</th>
<th>Cost/Lift 2023</th>
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</tr>
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<tbody>
<tr>
<td>4 cy Trash Dumpster</td>
<td>$13.00</td>
<td>$13.40</td>
<td>$13.80</td>
<td>$14.20</td>
<td>$14.65</td>
</tr>
<tr>
<td>8 cy Trash Dumpster</td>
<td>$24.00</td>
<td>$26.80</td>
<td>$27.60</td>
<td>$28.40</td>
<td>$29.30</td>
</tr>
<tr>
<td>4 cy Recycle Dumpster</td>
<td>$No Bid</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8 cy Recycle Dumpster</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(1) 96 g Recycle Cart</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(2) 96 g Recycle Carts</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(3) 96 g Recycle Carts</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<td>Other</td>
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<tr>
<td>Other</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
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*GFL price above is per lift 1 time per week*

**Item C-2:** Weekly Curbside Collection and Transportation of Solid Waste and Recyclables; Disposal of Solid Waste; Processing of Bulky Items/White Goods and Delivery of Recyclables to Orion Township Designated Recycling Processing Site

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<tbody>
<tr>
<td>4 cy Trash Dumpster</td>
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<td>$13.40</td>
<td>$13.80</td>
<td>$14.20</td>
<td>$14.65</td>
</tr>
<tr>
<td>8 cy Trash Dumpster</td>
<td>$24.00</td>
<td>$26.80</td>
<td>$27.60</td>
<td>$28.40</td>
<td>$29.30</td>
</tr>
<tr>
<td>4 cy Recycle Dumpster</td>
<td>$No Bid</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8 cy Recycle Dumpster</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(1) 96 g Recycle Cart</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(2) 96 g Recycle Carts</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>(3) 96 g Recycle Carts</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Other</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

*GFL price above is per lift 1 time per week*
**ATTACHMENT C**  
**COST PROPOSAL FORM D – ADDITIONAL CARTS REQUESTED BY SERVICE UNIT**

Item D-1: One Time Payment by Service Unit for Contractor to Provide Additional Carts

<table>
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<tr>
<th>Cost Proposal Form D - Item 1</th>
<th>One Time Payment 2020</th>
<th>One Time Payment 2021</th>
<th>One Time Payment 2022</th>
<th>One Time Payment 2023</th>
<th>One Time Payment 2024</th>
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</thead>
<tbody>
<tr>
<td>D1a: Additional 95 gallon trash cart</td>
<td>$ 85.00</td>
<td>$ 90.00</td>
<td>$ 95.00</td>
<td>$ 100.00</td>
<td>$ 105.00</td>
</tr>
<tr>
<td>D1b: Additional 65 gallon trash cart</td>
<td>$ 75.00</td>
<td>$ 80.00</td>
<td>$ 85.00</td>
<td>$ 90.00</td>
<td>$ 95.00</td>
</tr>
<tr>
<td>D1b: Additional 65 gallon trash cart – remove existing 95 gallon trash cart</td>
<td>$0</td>
<td>$100.00</td>
<td>$105.00</td>
<td>$110.00</td>
<td>$115.00</td>
</tr>
<tr>
<td>D1c: Additional 95 gallon recycling cart</td>
<td>$ 85.00</td>
<td>$ 90.00</td>
<td>$ 95.00</td>
<td>$ 100.00</td>
<td>$ 105.00</td>
</tr>
<tr>
<td>D1d: Additional 65 gallon recycling cart – replace 95 gallon recycling cart</td>
<td>$0</td>
<td>$100.00</td>
<td>$105.00</td>
<td>$110.00</td>
<td>$115.00</td>
</tr>
<tr>
<td>D1e: 95 gallon yard waste cart</td>
<td>$ 85.00</td>
<td>$ 90.00</td>
<td>$ 95.00</td>
<td>$ 100.00</td>
<td>$ 105.00</td>
</tr>
</tbody>
</table>
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July 15, 2019

Ms. Samantha Timko
Chief Assistant to the Supervisor
Charter Township of Orion
2525 Joslyn Road
Lake Orion, MI 49360

Re: RFP-2019-01 Response to Questions

Dear Ms. Timko,

First off, please let us thank you and the entire staff at the Charter Township of Orion for allowing GFL Environmental USA Inc (GFL) the opportunity to participate in the bidding and selection process for the Solid Waste Program in the Orion Township.

We have received you recent request, dated July 12, 2019, to submit additional information brought about by our response to your recent RFP-2019-01. Please see our response to all your questions below.

1) Question 1 Response: As requested, please find attached our revised Cost Proposal Form A-2, A-3 and A-4 with A-1 not being changed.

2) Question 2 Response: The $0.35 monthly unit rate in our Alternate Proposal # 1 has not been included in our cost proposal forms, this service is provided as a courtesy as stated.

3) Question 3 Response: We did provide our GFL Alternate Proposal # 2, Service Day Change, to further try and reduce our monthly operating cost to the Township. Unfortunately there is a discrepancy in our cover letter and our Alternate Proposal # 2 under Tab #14. The three (3) percent reduction would be if you select changing your requested Mon through Thursday service days to either Tuesday through Friday or go to a full five day per week service schedule.

4) Question 4 Response: You are correct, we should have changed the option period in out Alternate Proposal # 2 to five (5) years not (3) three years. Please accept our apology for this oversight.

5) Question 5 Response: GFL has made the following assumptions base on operational data accumulated over the years in the tri-county area. Residential
house household solid waste 1.09 tons per year, yard waste 0.31 tons per season and recycling .17 tons per year. All assumptions are based on an average single family home.

6) Question 6 Response: Orion Township will be provided with a well-seasoned experienced supervisor as we get closer to the start date. As we get into the transition period a supervisor will be added 90-120 days prior to the start date so he will be extremely familiar with Orion Township.

7) Question 7 Response: All equipment provided by GFL will meet Township specification outline in the RFP, page 26, Section # 10 Vehicles and Equipment, 2 years old or newer. All vehicles will be able to provide real time tracking and incentive based recycling information.

8) Question 8 Response: Please see revised Transition Plan.

9) Question 9 Response: As required, GLF will provide an experienced customer service representative to work at the Township offices as outlined in the Orion Township RFP, page 18, Section 6. Customer Service, Complaint Handling Procedure and invoicing, 120 days.

10) Question 10 Response: GFL will work closely with Orion Township representative in the selection and branding of all carts.

11) Question 11 Response: GFL has taken into consideration the tax-exempt status of the Township when preparing Cost Proposal Form A-5.

12) Question 12 Response: We are in the process of summarizing our response to this request and will be able to provide you with additional information in the near future.


14) Question 14 Response: GFL will work closely with Orion Township representatives to establish a bulk collection schedule as outline in the Township RFP, page 34-35, Section B. Residential Bulky Waste/White Goods.

15) Question 15 Response: Form K-Exceptions, GFL has submitted that we have no exceptions to the Orion Township RFP.

16) Questions 16 Response: Financials, GFL 2018 financials are currently unavailable.

17) Question 17 Response: GFL has included the State of Michigan solid waste tipping fee surcharge when we are responsible for disposal services.
18) Questions 18 Response: At this time GFL has no items to be discussed.

We look forward to meeting with you and your staff to discuss the information contained herein.

Respectfully,

[Signature]

Don Barretta, Operations
GFL
ATTACHMENT C
COST PROPOSAL FORM A – RESIDENTIAL CURBSIDE AND OTHER CURBSIDE

Item A-1: Weekly Collection and Transportation of Solid Waste, Recyclables and Yard Waste; Disposal of Solid Waste and Processing of Recyclables. Yard Waste and Bulky Items/White Goods for Residential Curbside and Other Curbside. All pricing shall be in unit price per quarter.

<table>
<thead>
<tr>
<th>Cost Proposal Form A - Item 1</th>
<th>Unit Cost/Qtr 2020</th>
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<th>Unit Cost/Qtr 2022</th>
<th>Unit Cost/Qtr 2023</th>
<th>Unit Cost/Qtr 2024</th>
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</thead>
<tbody>
<tr>
<td>Residential Curbside</td>
<td>$54.00</td>
<td>$55.50</td>
<td>$57.00</td>
<td>$58.50</td>
<td>$60.00</td>
</tr>
<tr>
<td>Other Curbside*</td>
<td>$54.00</td>
<td>$55.50</td>
<td>$57.00</td>
<td>$58.50</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

* Note: Other Curbside in Cost Proposal Form A refers to non-residential properties (e.g., institutions, churches, daycare, etc.) that can be serviced by a curbside collection vehicle and that have residential service level needs (e.g., trash cart and recycle cart, some yard waste, etc.) that may request that the route cover such a non-residential property at the unit cost proposed by the Contractor.

Item A-2: Weekly Curbside Collection and Transportation of Solid Waste, Recyclables and Yard Waste; Disposal of Solid Waste; Processing of Yard Waste and Bulky Items/White Goods and Delivery of Solid Waste to Orion Township Designated Landfill Site – Eagle Valley

<table>
<thead>
<tr>
<th>Cost Proposal Form A - Item 2</th>
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<th>Unit Cost/Qtr 2022</th>
<th>Unit Cost/Qtr 2023</th>
<th>Unit Cost/Qtr 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Curbside</td>
<td>$49.50</td>
<td>$51.00</td>
<td>$52.50</td>
<td>$54.10</td>
<td>$55.70</td>
</tr>
<tr>
<td>Other Curbside*</td>
<td>$49.50</td>
<td>$51.00</td>
<td>$52.50</td>
<td>$54.10</td>
<td>$55.70</td>
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Weekly Curbside Collection and Transportation of Solid Waste, Recyclables and Yard Waste; Disposal of Solid Waste; Processing of Yard Waste and Bulky Items/White Goods and Delivery of Recyclables to Orion Township Designated Recycling Processing Site – SOCRRRA or equiv.

<table>
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<tr>
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<th>Unit Cost/Qtr 2022</th>
<th>Unit Cost/Qtr 2023</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Residential Curbside</td>
<td>$51.00</td>
<td>$52.50</td>
<td>$54.10</td>
<td>$55.70</td>
<td>$57.40</td>
</tr>
<tr>
<td>Other Curbside*</td>
<td>$51.00</td>
<td>$52.50</td>
<td>$54.10</td>
<td>$55.70</td>
<td>$57.40</td>
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Cost Proposal Item A-4 – Weekly Curbside Collection and Transportation of Solid Waste, Recyclables and Yard Waste; Processing of Yard Waste and Bulky Items/White Goods and Delivery of Solid Waste to Orion Township Designated Landfill Site - Eagle Valley; and Delivery of Recyclables to Orion Township Designated Recycling Processing Site – SOCRRRA or equiv.

<table>
<thead>
<tr>
<th>Cost Proposal Form A - Item 4</th>
<th>Unit Cost/Qtr 2020</th>
<th>Unit Cost/Qtr 2021</th>
<th>Unit Cost/Qtr 2022</th>
<th>Unit Cost/Qtr 2023</th>
<th>Unit Cost/Qtr 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Curbside</td>
<td>$46.50</td>
<td>$48.00</td>
<td>$49.50</td>
<td>$51.00</td>
<td>$52.50</td>
</tr>
<tr>
<td>Other Curbside*</td>
<td>$46.50</td>
<td>$48.00</td>
<td>$49.50</td>
<td>$51.00</td>
<td>$52.50</td>
</tr>
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</table>
Charter Township of Orion – Transition Plan

Residential Solid Waste Services

Transition Timeline:

- Transitional Plan summarizing the transfer of the solid waste program from the Charter Township of Orion current subscription service to GFL Environmental USA Inc (GFL). All timeline dates are tentative and can be adjusted at the request of the Township once the solid waste contract is awarded to GFL.

  - May 1, 2019, Charter Township of Orion Distribution of RFP.
  - May 13, 2019, Pre-Proposal Meeting at Township Hall. Bid opening date extended.
  - July 1, 2019, sealed proposal from GFL submitted to the Charter Township of Orion by 2:00 p.m. Bids opened after deadline to identify participants.
  - July 2, 2019, Township begins the evaluation process.
  - July 12, 2019 Township contacts qualified bidders for presentations/interviews and proceeds with the selection and negotiation process.
  - July 22, 2019, Contract Preparation and Orion Township completes evaluations of all proposals and makes a recommendation to award the solid waste contract to a qualified contractor. Contract award date TBD
  - August 12, 2019, Single Hauler Waste Collection and Disposal Contract awarded to GFL by Orion Township. Contract to be signed by both parties with a start date of January 2, 2020.
  - August 19, 2019, GFL Transition Team meets with Township representatives and formulates plan, identifies tasks, responsibilities and completion dates. Discuss carts and order/delivery timeline.
- September 12, 2019, GFL starts service review with Township to confirm current routing schedule, days of the week and units. Also complete safety assessments for all Township facilities that require containerized service along with any location that needs to have a roll off container delivered.

- October 1, 2019, GFL submits service information / newsletter draft to Township representatives for review and approval. The approved service information will be mailed out to all participating residential units at a later date. Recommend mailing two weeks prior to start date.

  Transitions teams also discuss any special events.

- October 22, 2019, GFL completes service review. If routing changes are identified during the review, recommendations will be made to Township representatives at that time and tentative change dates established and agreed to by both parties.

- November 12, 2019, Township representatives return approved service information / newsletter to GFL along with excel file that includes all participating residential addresses for mailing.

- November 26, 2019, GFL representatives meet with Township DPS personnel or designated representatives to discuss service expectations, routing and any existing service concerns, hot spots.

- December 2, 2019, GFL service information / newsletter printing completed and mailed out to residents. Also, all equipment is in place along with service personnel and supervision.

- December 16, 2019, Delivery of trash and recycling carts begin if this service is selected by the Township.

- January 2, 2019, GFL takes over the entire Township solid waste program.

**Note:** The above timeline schedule is tentative and can be adjusted based on the Township’s completion of their evaluation process and actual award date.
Customer Service Call-Center Training

QAlert User Guide

Revised November, 2018
IT Services (586) 825-9530
itservices@gflenv.com
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<td>How to add a “New Request”</td>
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<tr>
<td>Complete Who, What, Where</td>
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<tr>
<td>Find existing “return” customers before entering them as new ones</td>
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<tr>
<td>Search for submitters already in database</td>
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<td><strong>CALL CENTER</strong>: the “Who” tab</td>
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<tr>
<td>What is Who? (Submitter)</td>
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<tr>
<td>What You Do in Who</td>
<td>12</td>
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<tr>
<td>Viewing Submitter notification preferences</td>
<td>12 &amp; 15</td>
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<tr>
<td>Features of submitter organization</td>
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<td>Find Submitter/Auto population</td>
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<td>Editing, Deleting, Clearing existing information</td>
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<td><strong>Working with “Find Submitter” Field</strong></td>
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<td>What is Find Submitter?</td>
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<td>Why is “Find Submitter” important?</td>
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<tr>
<td>Customer Notification Preferences</td>
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<td>Notification options</td>
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<td>Notify by Email, Text Messaging</td>
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<td><strong>CALL CENTER</strong>: the “What” tab</td>
<td>16</td>
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<td>What You Do in What</td>
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<td>Special Features</td>
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<td>Choosing the appropriate Request Type</td>
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</table>
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GFL Environmental USA Inc. has employed the QAler Customer Relationship Management (CRM) system to track customer requests for service from intake through resolution.

As the primary “first contact” with customers, you are responsible to use the “Call Center” functionality to intake customer service requests, find and gather accurate customer information, search for service requests in the database, and provide status and history of all past and present customer requests for service.

All of this can be accomplished on one screen that was designed to provide the customer service representative (CSR) with all the tools necessary to search, view and input all service requests in all departments throughout the company.

The Call Center (screen below) allows the CSR to search, view and input service requests, as well as visualize similar or duplicate requests for service. All request history can be viewed and added to provide all details of the service request (Fig.1)
QAAlert Desktop (PC) Login to Call Center

- Select QAlert login from bookmarks provided on your Citrix desktop.
- If desktop shortcut not available on your browser, you can enter GFL USA’s custom URL: qalerts.gflusa.com/QAlert
- Enter your user name and password (same as your GFL login)

![Sign into QAlert](Fig.2)

QAAlert Desktop (PC) User Setting & Preferences

- Once logged in, users may personalize preferences in “Settings” under user name in the upper right of the screen:
  1. Change user **account** notification preferences
  2. **General** sorting preferences on new and saved requests
  3. **Call Center** tab and search results preferences
  4. **Vacation Days** and alternate responder preferences

![QAAlert User Setting & Preferences](Fig.3)
The Call Center tab provides a customer service representative (CSR) with quick and easy access to a variety of information related to all the service requests in QAlert. It is also the primary intake screen for call-takers to have all necessary information available on one screen, related requests, etc.

(Fig.4)
This is the area (upper left) in which you enter calls and review service request data. When you click New Service Request in common tasks, you get a blank screen. When you click an ID number in the Search Results area, you can view request details.

- **The Who Tab** contains personal information about the submitter of the request. This data is not required to save a request, but at least contact information is important for progress notifications back to submitters.

- **The What Tab** contains information about a request, including request type and other comments. A Request Type must be selected for a request to be saved to the database.

- **The Where Tab** contains the location of the issue, which may or may not be the submitter’s address. You absolutely should add a location for every request, even though not required, so responding field supervisors can find location to deliver service effectively.

- **In the More Tab**, you’ll find custom fields by a specific type. A number will appear in the tab when there are additional fields for information. Each request type has its own custom fields.

- When you review a request, you’ll find information in the **Manage & History Tab** that staff members entered as they addressed the request.

As you select a type in the What tab, this area (upper right) populates a list view showing requests related by type and their status. A quick glance will tell you if a similar call has been entered already.

In addition to List View, you can also view previously submitted requests on a map or look up and relay answers to commonly asked questions in the knowledge base.
You can search (lower left) by a variety of criteria in any combination over the past 14 days (default setting). Searching by ID number will find the request directly. Searching by any single field will provide a broad range that can be narrowed using additional parameters.

The results of your search appear here (lower right). Clicking on any ID number will display the results in the Service Request Details area (upper left).

You can view data in this area as a list or on a map. In Map View, clicking your cursor on a marker will show you information about that request.

This area also displays a running list of calls entered. By continually refreshing, you can see the latest calls entered by the rest of the call takers. If you click on the last Action header twice, you can see the most recently added and acted upon requests at the top of your list.

(Fig.5)
CALL CENTER: “Manage & History” tab

<table>
<thead>
<tr>
<th>Who</th>
<th>What</th>
<th>Where</th>
<th>More (4)</th>
<th>Manage &amp; History (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Find submitter...</td>
<td>🎨</td>
<td>✗</td>
<td></td>
<td>Submitter stats</td>
</tr>
</tbody>
</table>

**What is Manage & History?**

The area in QAlert in which actions are taken, by a user or by the system, and noted on the activity list. This is essentially a living history of all activities from “Open” to “In Progress” to “Closed,” and all activities in between. This functionality is in area “1” of the screen shot on the previous page.

**Why is this important?**

When staff uses this tab in an effective manner, anyone who needs to review action taken on an issue can do so and have an informed conversation with another staff member, community official, or customer.

Think of this tab as “email on steroids,” since unlike an email, this history is viewable by every user in the company, from call-taker, supervisor, and management follow-up. Emails exchanged between parties are only available to those who are included in the email chain and does not require a response.

As the activity record is only as good as the data entered by, everyone needs to understand how important this area is for a team, and for the entire company philosophy focused on customer service.

**What can I do in Manage & History?**

When you are reviewing service request details and you click into Manage & History, you can:

- View all the action taken on a service request
- Provide updates to submitters about service request status
- Through Add Activity and Close:
  - Enter updates for an issue and notify a submitter
  - Upload, view, and delete files
- Re-route a service request
- Link a service request to others
- Print a service request record
- Add “Activity” to an already closed request without re-opening
CALL CENTER: “Activities”

<table>
<thead>
<tr>
<th>Who</th>
<th>What</th>
<th>Where</th>
<th>More (4)</th>
<th>Manage &amp; History (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>![Add Activity]</td>
<td>![Re-Route]</td>
<td>![Link]</td>
<td>![Close]</td>
<td>![Print]</td>
</tr>
</tbody>
</table>

**What are activities?**

These are notes or actions related to how a service request is being resolved. A well-populated activity list allows anyone who needs to have a conversation regarding the issue to have updated information when they need it.

Use this to document every conversation or added issue to any service request.

Anything that may be emailed to a supervisor should always be documented here, no exceptions.

**Adding an Activity**

Select a service request and go to Manage & History. Then:

- Click *Add Activity*.
- Type your notes in the Comments field, add files, and/or select a reusable comment.
- opt to notify the submitter of key information.
- Click Add Activity.
GFL USA Customer Service QAlert Training Guide

Basics of Service Request Entry

Entering a new service request means documenting the who, what, and where of an issue as the information relates to contact with the customer.

How to add a “New Request”

(Fig.6) Begin by clicking “+ New Request” in the upper left corner of screen

What Information You Need to Collect

As a call taker, there are three things you need to do to enter a call.

- Complete the Who tab with a submitter’s personal information and notification preferences.

- Complete the What tab with the reason for the call and extra details that will help resolve the issue more quickly.

- Complete the Where tab with location information to the request maps in QAlert. Making sure this information is accurate is essential for routing of service request to the correct supervisor (responder), in the correct service area.

Find existing “return” customers before entering them as new ones

- Use Find Submitter to find check if a person is already in the system.

- Search by name, email address, phone number, or mailing address. Confirm and select an entry in the drop-down menu.

- If no submitter data exists, complete the personal information fields. If a submitter wishes to be anonymous, leave the tab blank. However, please collect their phone, email, etc. if possible, but leave the name blank.

- While requesting contact email and/or mobile phone number, also ask if the submitter would like to be notified of updates and note the delivery channel(s). Offer email first and phone second. GFL USA utilizes both automated email and text messaging services, and these are currently the only two automated options available.
CALL CENTER: the “Who” tab

What is Who?  
(Submitter)

What You Do in Who

- Use Find Submitter to locate submitters who may already be in QAlert
- Enter personal details for new submitters
- Use the edit icon to change submitter information across all records
- Use the delete icon to clear submitter information
- Set notification preferences by address (mail), email, phone, Alt Phone and/or text message
- Complete or review custom fields related to a submitter

NOTE: if a submitter wishes to remain anonymous, leave submitter blank, although you can still identify their email, phone or other identifying information that can be used to update and contact a submitter. (Fig.7)
- **Find Submitter/Auto population**: search via email address (unique), phone number, or When the choices are returned, click on the appropriate name to complete the submitt- the Who tab automatically. To avoid duplication of records, every request entry should start

  - **Important**: Once existing submittder is found and confirmed, make sure details are updated confirmed as accurate, such as email, phone, contact preferences, etc.

- **Editing**: use this to make changes to a submitter’s information when entering or revising request. The fields become “live” when the button is clicked, and changes are reflected across items relating to the submitter.

- **Deleting/Clearing**: remove submitter information from this tab only if you need to search for a new name or if a submitter decides to be anonymous.

  - **Important**: respect upper/lower case for names.

---

**Working with “Find Submitter” Field**

![Find Submitter Field]

**What is Find Submitter?**

It allows you to search your database of submitters and auto-populate the **Who** tab with a person’s personal information. Always start here when entering personal data.
**Why is Find Submitter important?**

You want to keep your submitter database clean for ease of reporting, linking, and searching. You don’t want the same submitter in the system with aliases.

For instance, if a submitter named Robert Smith at 1 South Street already exists in your system, you don’t want to enter a Bob Smith or a Bobby Smith, each name that Robert answers to.

To get a clear view of all GFL USA’s interactions with Robert Smith, anyone running a report would also have to be sure to include Bob and Bobby in the report criteria.

**Searching for existing submitters**

You can search by any one of these criteria:

- **Submitter Name.** This will give you the broadest range of results. If you search by full name – first, then last – if the submitter is not in the system, you can use the curved arrow to drop the submitter’s name into the First and Last fields.

- **Submitter Address.** Family members can use the same address, so this will get you close, but it may include previous owners of the submitter’s current address.

- **Email Address.** This will get you directly to a submitter, as an email address can be associated with just a single person.

- **Phone Number.** Family members can use the same phone numbers, so this will get you close, but may include a submitter’s previous addresses.

- **Twitter ID.** (not currently used) If in the future GFL allows communication via Twitter, and requests are generated, you may be able to find a submitter by using a Twitter ID.
Customer Notification Preferences

What are notification options?

Ways a submitter (customer) can choose to receive information regarding updates to a service request. By encouraging submitters to provide notification preferences (email, text), we hope to reduce future calls to the call center, when submitters can receive updates on service requests passively.

Notification Options

QAlert works most effectively and efficiently when staff (both call takers and responders) can trigger updates to customers as they enter key actions taken or notes into the service request record.

Email is the most cost-effective and fastest notification option, text messaging is a very popular method of communication as another option, and notification by U.S. Mail (USPS) is not an option.

After populating contact information, and you receive an OK for notifications, click Notification Preferences under Contact Info and select appropriate boxes.

- **Email (OPTION 1)** - the most cost-effective and efficient way to send updates.

- **Text Messaging (OPTION 2)** - users can be notified of incoming service requests and updates to the service request record by text. This option is only available for mobile phone numbers, not home/work land lines.

- **Phone/Alt Phone (NOT PREFERRED OPTION)** - the system triggers an automated call and a computer generated voice reads what’s been typed into a related activity comments box (if GFL has opted to use this feature in the future). When auto-call is turned off, staff must manually make a phone call, which is not a preferred or practical response.

- **Postal Address (NOT AN OPTION)** - notification by mail requires staff to write a letter and is the least cost- and time-efficient notification option.
CALL CENTER: the “What” tab

<table>
<thead>
<tr>
<th>Who</th>
<th>What</th>
<th>Where</th>
<th>More (9)</th>
<th>Manage &amp; History (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
<td>*Cart (TRASH) New/Replace</td>
<td>GFL Services &gt; CART/CONTAINER Requests &gt; CART-NEW/REPLACE &gt; *Cart (TRASH) New/Replace</td>
<td>Use to assign TRASH cart</td>
<td></td>
</tr>
</tbody>
</table>

**What is What?**
The area containing information related to the reason why a submitter has contacted your GFL for information or request for service.

**What You Do in What**
- Select/change a service request type
- Review prompts/scripts to see if there is any specific information to collect or provide
- Enter comments from a submitter (general)
- Enter information related to management or process (private)
- View/unlink similar service requests
- Add, view, and delete files

**Special Features**
- **Reusable Comments**: clicking the “quote” bubble will trigger a pop-up box of comments that can be used to shorten the amount of time it takes to enter call or activity information. Reusable comments are available by every comments area in the system. You may choose to insert a global comment one maintained by your QAlert administrators, or a personal comment, which you can add, edit, and delete any time. This is a time-saving feature to reduce typing same statements throughout the day.

**Private Comments**: (DO NOT USE) enter information related to management or process of a request that can be seen internally only (until a request is printed or reported on). While general comments are delivered to submitters if notification preferences are turned on, private comments are not.
Information that appears in the “What” tab related to a request type that may provide you with information to give out to a submitter or with questions to help you collect information. These prompts and scripts are customized to fit each service request type and change when the request type is changed.

It is also important that all company policies and procedures are clearly defined for all CSR’s to provide the same information to customers uniformly and consistently.

For example, a submitter calls to report a “Missed Pickup/Late Set” so a prompt and script is set to be both informative to the submitter, and instructional to the call taker:

“Items must be set out for pickup by 7am.”

Rather than complete the request, as a call taker, you would relay that information to the submitter and be finished with the call as informational.

A submitter calls to request “BULKY items Special Pickup.” A prompt and script for that area might be something like this:

“Use to assign TRASH cart delivery after proper vetting, payment received, and appropriate type of container has been determined by GFL representative or customer service representative.”

In this case, as a call taker, you should ask for that information and include what you receive in the comments box.

(Fig. 10)
CALL CENTER: the “Where” tab

What is “Where?”
The area containing information related to the location of a service request.

**Making sure this information is accurate is essential for routing of service request to the correct supervisor (responder), in the correct service area.

What You Do in Where

- Enter/find the location via the map by searching for a street, well-known landmark, or place as configured by your system administrator
- Enter location information using the text fields and drop-down menus
- More accurately show a location by dragging the map marker
- View a map with GIS overlays and copy data to the comments area in the What tab with a single click
- **Map Search** - The map feature in QAlert is a Google integration. Your search results will be best when you enter street name, city, and state. **Attempt this search first, select the auto-populated selection from Google.**

![Google Map](image)

(Fig.11)

- **Street and Cross Street Verification** - While quick typists may be able to enter a street name in a second or two, QAlert expects a street to be selected from the drop-down menus to ensure the accuracy of the location being reported. The street list is populated either in advance, or by the map after searching using the “Google” search box.

![Map Input](image)

(Fig.12)

- **Location Info** – GFL has a GIS overlays in QAlert, the list of available map layers appears here. Checking any box, or multiple boxes, will display any layers over the map in this tab.
These boxes must be clicked for these underlying GIS layers to be used for GFL specific services and routing.

- **Service Day Questions** – GFL has a populated geospatial color-coded polygon throughout all service areas that provide details on service days by simply typing in the customer’s address, clicking on “Location information,” and the underlying data slides in from the right side of the screen.
CALL CENTER: the “More” tab

What is More?
The area containing additional fields for information, related to request type, that have been created for certain request types (custom fields).

If there is a number greater than (0) next to “More” in the tab, you must populate additional information pertaining to that type of service request.

Using More

- If there are fields associated with a type you choose in What, a yellow triangle and a number will appear on the More tab.

- Some items may appear with a yellow asterisk. These, when public, are required by a submitter using the Web form. But they are recommended for a call taker.
  - If activated by your product administrator, you will receive a “warning” prompt reminding you of fields you may need to complete before saving. You can return to More or override the warning.
  - Your internal training should make it clear to you what fields you must complete upon entering a request and what fields are reserved for department use.

All “Cart” requests require accurate selection of cart “type” to be selected.
CALL CENTER: “Save” Options

<table>
<thead>
<tr>
<th>Service Request Details</th>
<th>Save</th>
<th>Save &amp; Close</th>
<th>Save &amp; Add</th>
</tr>
</thead>
<tbody>
<tr>
<td>ID: N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Created: N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority: 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District: N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept: N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Status: Open</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Origin: N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**What are save options?**

Save options are different ways that you can record a service request in QAalert.

**How Save Options Work**

When you:

- **Save**: QAalert routes the request to the IDs attached to the type chosen within the system and triggers an email to the routes to let them know there is a request awaiting their attention.

Use this button when a Supervisor must respond to a service request, follow up and later resolve and close the issue. It allows the request to be routed to the Supervisor and remain open until resolved.

- **Save & Add**: QAalert routes the request to the IDs attached to the type chosen within the system and triggers an email to the routes to let them know there is a request awaiting their attention.

Use this button when entering more than one request from the same submitter. It tells QAalert to re-populate the Who tab with the submitter’s details so that you can get through subsequent entries faster by concentrating on what and where. It is the same as “Save,” except it remembers all the submitter information for the next request, when there are multiple requests from the same submitter (Recycle & Trash cart, etc.)

- **Save & Close**: QAalert saves the issue as closed in the database for later review and reporting because you are telling the system you handled the issue.

No routing emails are because the request doesn’t need any attention from those on the route list. They will see it in their closed reports or searches. Use this when, for instance, documenting an informational call that requires no follow-through by a supervisor, cart delivery person, or responder of any kind.

**Examples: Bulk & General CS Questions, etc.**
Closing a Request

CALL CENTER: “Close” Options

Select a service request and go to Manage & History. Then:

- Click Close.
- Type your notes in the Comments field or select a reusable comment.
- Opt to notify the submitter, if the box isn’t checked by default.
- Click Close Request.

Notes:

- When you close a request, the Close button changes to Re-Open.
- If you re-open a saved request, everyone on the route list, and the submitter, if you choose, receives notification.
- You can continue to add activity to a record without re-opening.

Other Actions

- **Re-route** - direct the request to another User or Group. This action adds additional responders to the service request. *NOTE: Be careful when using this feature, as it may change those individuals or groups in the notification chain.*

- **Print** - read service request details, maps, and attachments in a printable view in a new browser tab.

- **Link** - attach similar or nearby service requests together for easier management. *DO NOT USE this feature. See management for further action if any.*
Service Request “Status”

What are status levels?
A status level indicates where a service request is in the resolution process. As a responder, you see the issues requiring attention - open and in progress - first.

The three status levels are color-coded accordingly:

Open
Green ID numbers mean that a service request has been entered into the system and status is OPEN. These are tickets awaiting attention and action.

In Progress
Blue ID numbers indicate that a service request is in the process of being resolved – IN PROGRESS. At least one staff member has reviewed the details and taken some sort of action by adding activity.

Closed
Red service requests have been CLOSED. Generally, that means that a staff member has reviewed, worked on, and resolved the issue for the submitter.
CALL CENTER: Adjusting "Priority"

Service Request Details
ID: 325249  Created: 9/13/2017 8:18 PM  Dept: GFL Resi Supervi...
Priority: 1  District: N/A

What is priority?
Priority is used to identify the speed at which a request must be resolved, or the order in which you intend to work on issues in your list. Priority can be set globally by type or by you per request.

Adjust Priority
The default priority is listed in the upper left corner of the Submitter Details screen.

(Fig.17)

- In the Who, What, Where, or More Tabs, click on the priority level.
- Adjust the level by clicking on the vertical scale bar.
- When the request is saved, it will be saved with the priority level chosen.
- This change and color are clearly visible and prioritized on the Supervisor’s iPad.

NOTE: Only change default priority when service request is greater than 7 days old.
Notifying Submitter in the Call Center

Providing the submitter of a service request with information related to progress made during the resolution process, or other changes or notes to the request record.

What is notifying a submitter?

NOTE: This should only be done if (a.) customer indicated a preference to be notified by email or text; (b.) activity information is intended to inform the customer of status, and not comments internal to GFL, supervisors, managers, etc.

Triggering Notifications

- Open a service request by clicking on its ID number.
- Click on the Manage & History tab.
- Click Add Activity or Close.
- Enter your comment, taking care to write in the most appropriate manner.
- Check the box next to Notify the submitter.
- Click Save this activity or Save and close request if closing a request.

What Happens?

A copy of your comment, or action taken will be:

- Sent to the submitter via email or text
- Posted to the submitter’s account in the customer portal log-in (online) or
- Posted to the request record, as will note of your notification attempt

(Fig. 18)
REQUEST FOR PROPOSALS
RECYCLING, YARD WASTE, AND SOLID WASTE COLLECTION, TRANSPORTATION, AND DISPOSAL SERVICES

Cost Proposal Opening: Tuesday, June 2, 2019 – 1:00 p.m.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Cost Proposal</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waste Management</td>
<td>Form O A-D</td>
<td>See attached bid for details</td>
</tr>
<tr>
<td>GFL</td>
<td>Form O A-D</td>
<td>See attached bid for details</td>
</tr>
</tbody>
</table>

Opening Witnessed By: ___________________________  Date Bids Opened: 7-2-2019
**Orion Township Request for Proposals**
Recycling, Yard Waste, and Solid Waste Collections, Transportation and Disposal Services

**BID OPENING: Monday, July 1, 2019 - 2:00 P.M.**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Bond Included $50,000</th>
<th>Attended Mandatory 5/13/19 meeting</th>
<th>Cost Proposals Separate Sealed Envelope</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Republic Services</td>
<td>n/a</td>
<td>y/e</td>
<td>n/a</td>
<td>Letter of no proposal</td>
</tr>
<tr>
<td>Advanced Disposal</td>
<td>n/a</td>
<td>y/e</td>
<td>n/a</td>
<td>Letter of no proposal</td>
</tr>
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<td>LGFL Environmental USA, Inc.</td>
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<td>y/e</td>
<td>y/e</td>
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</tr>
<tr>
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<td>y/e</td>
<td>y/e</td>
<td>Bid Bond: Tab2</td>
</tr>
<tr>
<td>RBC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Opening Witnessed by: [Signatures]

**Date:** 7/1/2019

[Signatures]
Agenda Item Summary

To: Township Board Members

From: Chris Barnett, Township Supervisor

Meeting Date: August 5, 2019

Memo Date: August 1, 2019

Subject: Award Bid – Recycling Incentive Program

REQUEST

The request is to award the Recycling Incentive Program bid to RecycleBank and authorize contract negotiations with said firm for a term of five years, with Orion Township’s option to renew the contract for one additional five-year term.

REASON

A request for proposals (RFP) was issued on June 5, 2019 for Recycling Incentive Program. Three proposals were received: RecycleBank, Rewards4Recycling, and RecyclingPerks. Based on the review of the technical and cost proposals and subsequent webinar presentation by RecycleBank, it is recommended to award the bid to RecycleBank.

The recycling incentive feature will be part of the regular residential curbside recycling, yard waste, and solid waste service. RecycleBank submitted the lowest cost, most qualified proposal; significantly lower in cost than competing approaches offered by Rewards4Recycling and RecyclingPerks. RecycleBank, founded in 2004, is the first and only comprehensive education and incentive program for municipal solid waste. They have a patented platform that will work to help increase public awareness and participation in Orion Township’s residential recycling program.

The recycling incentive feature will enable residents to gain access to a wide variety of discount coupons and related incentives to support participation in the recycling program and to help residents understand how to recycle, what can be recycled and what should not be put in the recycling bin. The RecycleBank partnership will provide a wide range of services to Township residents, and enable residents to support schools and other local Township initiatives through recycling.

BUDGET - Financial Item? Yes ☒ No ☐ If yes, fill out information below:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
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RECOMMENDATIONS (Motions)

Award the Recycling Incentive Program bid to RecycleBank and authorize contract negotiations with RecycleBank for a term of five years, with Orion Township’s option to renew the contract for one additional five-year term.
SECTION I: PROPOSAL SUMMARY

June 26, 2019

Ms. Samantha Timko  
Chief Assistant, Supervisor’s Office  
2525 Joslyn Road  
Orion Township, MI 48360

Subject: RFP – RECYCLING INCENTIVES PROGRAM

Dear Ms. Timko:

Recyclebank is pleased to submit our response through this transmittal letter to the above-referenced Request for Proposal (RFP) for a Recycling Incentives Program.

Since 2004, Recyclebank has been partnering with municipalities and residents to work towards a world without waste. As the first and only comprehensive education and incentive program for municipal solid waste, our patented platform is uniquely qualified to help increase public awareness and participation in Orion Township’s residential recycling program. Over the course of the past 15 years we have continued to drive innovation around education and engagement, and have been recognized by Fast Company, Wired, The Wall Street Journal and the U.S. Conference of Mayors among others as thought leaders, change agents and trailblazers for the waste industry.

After more than a decade of testing, learning and adapting innovative technologies in more than 400 municipalities we have learned that success requires a phased approach leveraging sophisticated data and market-tested behavior change tools and processes supporting clearly defined objectives. We believe that our response meets the requirements as called out in the RFP and details how our approach and experience will contribute to Orion Township’s success strategy.

On behalf of Recyclebank, thank you for giving us the opportunity to respond to this RFP and we look forward to a mutually rewarding partnership.

Sincerely,

[Signature]

Paul Winn  
Chief Executive Officer

Recyclebank  401 Park Avenue South, 8th Fl. New York, NY 10016
**Introduction to Proposal from Recyclebank**

Since our founding in 2004, Recyclebank has been focused on one clear goal: developing new technologies and delivering resident-focused engagement programs to help municipalities improve the economics around waste. Today, fifteen years after launching our patented program, we know that innovation is more important than ever.

The dovetailed headwinds of China’s Green Fence and consumer confusion over the proper disposal of many everyday items have turned the economics of recycling upside down. And if those challenges weren’t great enough, there are prominent individuals penning op-eds calling the value of recycling into question.

We know we can do better. We’ve seen this industry during its most prosperous times, and we’ve survived some of its leanest. We also know that communities like Orion Township remain committed to the goal of creating a waste-free future, and that strategic improvements to existing infrastructure provide the most realistic path forward. We champion that cause, which is why we believe that our comprehensive, award-winning recycling incentives program can augment the investment your township is about to make in partnering with a new recycling hauler.

In this proposal, you will find more about what makes our organization unique, and here are just a few examples of what’s included in the following pages:

- How we use data to disrupt downward trends in the recycling industry
- How our experienced team of marketing professionals can deliver a customized, multi-channel communications strategy to increase awareness and participation
- How we leverage patented technology to deliver a personalized incentives strategy for your residents
- How we can track and analyze progress toward specific waste-focused and engagement goals better than any other recycling incentives program
- A concrete timeline for collaboration, testing, launching, and ongoing improvement

Together, we can build a turnkey solution that will benefit your recycling budget while also rewarding your residents every step of the way. Thank you in advance for your time and careful consideration of our innovative recycling incentives program. We look forward to working the Charter Township of Orion.
Performance Bond

Please note: We are formally requesting an exception to this RFP in Form D on Page 58.

Recyclebank has been in business for 15 years and has deployed more than 400 communities. We have never defaulted on a contractual commitment in all of that time. When client contracts have ended, it has been due to the maturing of the terms or driven by business decisions driven by the client. This is the first time we have seen a requirement for a performance bond from a municipality for a program such as ours.

While Recyclebank has a number of long-lasting relationships with third-party vendors, we tried to find one who could issue an insurance bond as outlined in this RFP. We were unable to do so because of limited amount of time and for these additional reasons:

• The dollar amount of the bond is below their underwriting threshold
• None of the firms have written performance bonds for a 10-year contract
• The definition of what would trigger the performance bond is not defined
• The quantification of damages is not readily understood

In our effort to meet these criteria before the deadline, our representatives reached out to the following vendors:

• CNA
• Travers
• The Hartford
• Hanover
• Selective
• Philadelphia Insurance Company
• MMRMA (Risk Management Firm for Rochester Hills, MI)
• Other regional insurances carriers

Recyclebank remains committed to working with Orion Township and, as such, we want to help protect the interest of Orion Township and your residents. We are open to exploring other mutually agreeable options to satisfy the objectives behind the request of a performance bond. Some possible alternatives could be:

• More time to work with vendors to find one who can issue a performance bond to meet this criteria
• Shorter-term performance bond with commitments to renew
• Mutually agreed-upon definitions for what constitutes breach and remedy
• Cash held in escrow
• Other risk-mitigation strategies that Orion Township might have
**SECTION II: TECHNICAL PROPOSAL**

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Dear Evaluation Committee,

On behalf of Recyclebank, it is my pleasure to submit this proposal in response to RFP – RECYCLING INCENTIVES PROGRAM.

As the first and only patented recycling incentives program, Recyclebank understands both the nature and scope of the work to be performed by the chosen vendor. We are well acquainted with the need to reach, educate, and reward all residents for participating in Orion Township’s residential recycling program.

To do so effectively, we will set up accounts for all households (whether they are in single-family or multi-family units) in order to provide the most precise tracking and reporting. These individual accounts will also allow us to deliver personalized communications and incentives. The ultimate goals of this program will be such a significant increase in recycling revenue and a decrease in other waste-related expenses such that the financial gains will outpace the costs to operate and administer this program.

As the pioneers in offering recycling rewards, Recyclebank has been continuously serving municipal clients since 2004 and have launched over 400 programs during that time. We are beyond confident that we will have the residential-facing components of the program ready to launch by January 1, 2020, and that we are capable of providing ongoing support and improvements to the program over the life of the contract.

While our recycling incentives program requires the expertise and efforts of our entire organization, we have put together a specialized team of senior leaders to liaise with Orion Township, and we have also designated our Account Manager Alyssa Ruggiero as the primary point of contact. Other key members of this team include CEO Paul Winn, Vice President of Marketing & Member Engagement Jeannine Pine, Creative Director Mike Dell’Aquila, Senior Software Engineer Andriy Prokopenko, Senior Data Specialist Adam Estrada, and Customer Care Manager Debra Brady.

It is our sincere belief that we are the most qualified vendor to both meet and exceed your community’s needs, and we are excited to present you with this detailed proposal and project plan. We look forward to partnering with the Charter Township of Orion, and rewarding your residents for recycling.

Sincerely,

Paul Winn
Chief Executive Officer
Recyclebank
**TAB 2**

**Unmatched Experience & Expertise**  
Recyclebank was the first recycling rewards program in the nation. From the moment we launched our patented incentives program in 2004 to the present, our organization has consistently set the standard for innovating in the waste industry, particularly as it pertains to residential education and engagement. Our senior staff has a combined 54 years of experience in the waste industry, and many of our team members bring a wealth of industry knowledge in consumer-facing marketing and communications.

During our 15-year operating history, we have launched and managed hundreds of communities in every region of the country, and during the last few years we have focused on delivering a more customized solution for municipal clients. While the breadth of our program’s offerings have evolved, our core mission remains unchanged: as the sole patent holder for rewarding individuals for taking waste-reducing actions at the curb, we are as committed as ever to helping communities incentivize recycling participation.

**Company Qualifications**  
Beyond the patents that our company holds, our ability to use data as a disruptive tool sets us apart from all other vendors. Our unique blend of hauler, demographic, and proprietary program data allows us to develop and execute communications and incentives strategies down to the individual or household level. With precision that no other organization can offer, we measure awareness, participation, and specialized interests or waste-specific problem areas that might require additional education.

Our 15-year operating history has also helped us test and learn about the most appealing mix of incentives and educational content, which means that Orion Township would benefit from a significant amount of program optimization from day one.

We have been recognized by countless number of trade and mainstream publications for our innovative approach, and we were also awarded for Outstanding Public/Private Partnership by the 2013 U.S. Conference of Mayors.

**Investors**  
The venture capital community has been an early champion of Recyclebank’s vision, and today we have top-tier investment firms financially backing our organization. These investors include Generation Investment Management, Kleiner Perkins Caufield Byers (KPCB), Sigma Partners, RRE Ventures, and more.
Assessment of Company Abilities
Before Recyclebank was created, there was no such thing as offering rewards for recycling, and no vendor had the tools to provide them. Our company not only invented this service, but we are also best equipped to both meet and exceed the outlined needs of Orion Township.

In addition to providing a customized, uniquely branded suite of multi-channel marketing tools, we can offer and even greater level of personal connection with our branded mobile app. Combining the gamified educational content found on our site with a greater ability to get rewarded for shopping local or diverting non-recyclable materials at various drop-off or e-waste drives, Recyclebank has the ability to help Orion Township think beyond curbside recycling and identify additional opportunities for even greater waste diversion.

Another critical component to our incentives strategy is our e-commerce platform. This eco-friendly marketplace is carefully vetted according to seven different sustainability criteria, and as part of this partnership, your residents would be eligible to receive exclusive discounts on any of the items in our catalog. Additionally, any local businesses in Orion Township that produce eco-friendly goods would have the chance to partner with us to give their merchandise nationwide exposure.

Finally, our popular Green Schools program gives students and teachers the opportunity to receive thousands of dollars in grants to complete sustainability projects throughout the school year. We have successfully administered the Green Schools program for 8 years and have donated over $430,000 to schools in partnering communities. This unique donation opportunity performs exceptionally well in other communities, and we believe that it will help us achieve greater awareness in Orion Township as well.

Quality Assurance and Quality Control
Our in-house technology and development team handles both the coding, development across platforms and devices, and testing of new technology. We also have our in-house marketing team assist with additional QA help. Once our technology and materials are ready for client review, we will also present in-person demos and provide logins for additional client review before going live.

Marketing as a Service (MaaS)
Because we spent 15 years and tens of millions of dollars developing patented, proprietary behavior-change tools (including our mobile app and incentivized educational content), we can customize our materials for the Orion Township without making additional investments in developing custom technology or tools. We have also segmented the market and will create media plans that will deliver the lowest Cost Per Acquisition (CPA). Additionally, our experience with specific focus on environmental and waste-diversion focused marketing allows us to tailor messaging, target media, and developed a phased execution plan that will deliver maximum return on minimum investments.
References
Please see the completed FORM C for our five references and their contact information.

Senior Staff
With a combined 54 years of waste industry experience serving communities across the country, our designated project management team for Orion Township is well versed in serving the needs of our clients and all members have significant experience in managing our recycling incentives program. Resumes for the project management team can be found in the appendix.

<table>
<thead>
<tr>
<th>Name, Title</th>
<th>Experience</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Winn, Chief Executive Officer</td>
<td>20+ Years</td>
<td>Responsible for overall strategic vision and direction of the company. Develops and oversees strategic business solutions for municipal partners, drawing on his expertise in consumer behavior change and experience in the technology sector. Contributor and speaker at number of waste publishers and conferences.</td>
</tr>
<tr>
<td>Alyssa Ruggiero, Account Manager</td>
<td>12 Years</td>
<td>Responsible for building and maintaining relationships with municipal and commercial clients, and for planning and executing in-market activations, and managing local rewards (recruitment and optimization).</td>
</tr>
<tr>
<td>Jeannine Pine, VP Marketing &amp; Member Engagement</td>
<td>16 Years</td>
<td>Responsible for marketing strategy, overseeing engagement strategy, optimizing residential experience and execution for behavior change platform, and rewards integration/optimization across site.</td>
</tr>
<tr>
<td>Mike Dell’Aquila, Creative Director</td>
<td>14 Years</td>
<td>Responsible for overseeing all branding, content, and creative marketing materials, overseeing team of copywriters and designers to optimize the member and client experience.</td>
</tr>
<tr>
<td>Andriy Prokopenko, Senior Software Engineer</td>
<td>14 Years</td>
<td>Responsible for overseeing the strategy, adaptation, and execution of marketing messages for all social media channels, in addition to product management and marketing production for all clients.</td>
</tr>
<tr>
<td>Adam Estrada, Senior Data Specialist</td>
<td>20+ Years</td>
<td>Oversees all data, analytics and reporting for our comprehensive behavior-change platform.</td>
</tr>
<tr>
<td>Debra Brady, Customer Care Manager</td>
<td>8 years</td>
<td>Responsible for managing all customer care needs, whether it is in our own call center or email support team, or assisting in municipal clients’ needs.</td>
</tr>
<tr>
<td>To-Be-Hired, Local Program Coordinator</td>
<td>Minimum 2 Years Experience</td>
<td>Responsible for on-the-ground outreach, assistance to Account Manager, local rewards recruitment, local events calendar management.</td>
</tr>
</tbody>
</table>
Overview

Customizing our recycling incentives program requires a lot of upfront work followed by careful management for continued optimization. As such, the planning phase of our program requires a three-month lead time to ensure that all of our systems are aligned, that the data streams we receive from haulers are consistent and reliable, and to begin local reward partner recruitment.

The following is a comprehensive (but not exhaustive) look at all of our program’s components, and some of the critical elements included in their specific work efforts:

- **Data**: From residential recycling information to route mapping to baseline diversion numbers, the heart of our recycling incentives program relies on establishing and analyzing many different fields of waste and demographic data. As Recyclebank coordinates with the Township and its selected hauler, we will existing data to gather insights from your residents. These insights will be used as the basis for pre-launch content and incentives strategies. After the program is launched, all data will be analyzed by Recyclebank for ongoing optimization.

- **Brand**: Building a scalable and intelligent brand requires time for creative development as well as consultation and approval from Township employees. After an initial conversation, the Recyclebank creative team will develop a visual identity system that will be both unique and specific to Orion Township. Ensuring visual and tonal consistency across all media created on the Township’s behalf offers the greatest opportunity for marketing materials to cut through the noise and increase residential awareness over time.

- **Resource Library**: We have a suite of customizable signage, posters, handouts, bill inserts, and more, which can be leveraged by the city as soon a the visual identity system is approved. These materials are intended to cover the recycling basics in the home and throughout the community, and they can be utilized before the official launch of the recycling incentives program.

- **Marketing & PR**: Understanding the media landscape of Orion Township and acquainting ourselves with all possible outlets for cross-channel promotion will be the first step in determining the pre-launch marketing strategy and media mix. From there, we will leverage all owned and earned media opportunities to develop the launch campaign, making sure that we create test versions for every residential segment to see which messages resonate best across the community.

- **Product & Tech**: We will be developing and testing a customized desktop, mobile, and mobile app experience to make sure that all digital channels will be ready in time for the program to launch. Any new features that come out of the kickoff conversations with Orion Township will be developed, tested, and integrated during this time as well.
Program Launch, Reporting & Ongoing Support

Program Launch
In order to effectively launch a successful program, we will build on and leverage the proven implementation steps and processes that we have utilized over 15 years and 400+ deployments. We will commit to meeting the proposed schedule of incentive program deployment of January 1, 2020 outlined in the RFP. Ahead of the launch, Recyclebank will perform the following activities, in collaboration with the City and minimal impact to City time & resources: (See additional detail in Appendix)

- **Data Preparation**: Collect and evaluate the data from various sources to provide the foundation for our education and incentives strategy
- **Local Reward Recruitment**: Combine a variety of internal and external data sources to create a customized target list of reward partners that aligns with the demographics and interests of Orion residents
- **Project Management**: Kick-off with representatives from key Orion stakeholders to ensure alignment on key goals, performance standards, responsibilities and cadence of regular status meetings. Additionally training requirements for city staff are determined and training is executed by the Recyclebank project management team.
- **Customized User Experience**: Build a customized and dedicated Orion experience featuring township-specific recycling information that includes: what is recyclable, collection schedules, reminders and alerts about local events, special collections, and more
- **Mobile App**: Prepare to launch Orion branded mobile iOS and Android-version App to include waste and recycling information, including collection schedule, recyclable materials information and local rewards
- **Launch Marketing**: Maximize initial engagement in the program by developing customized launch marketing materials with Orion branding to promote the education and incentives program.

Proposed Task List & Timeline
While some of this information may be subject to change after consultations with Orion Township stakeholders, here is a proposed list of work efforts and rough timelines based on launching our turnkey product in similar markets:

**Task 1: Residential Strategy Development**
*September – November 2019*
- Consumer Insights
- Qualitative Research
- Quantitative Research
- Quantitative Data Analytics
- City/Hauler Data
- Data Appends
- Recyclebank Data
- Geographic Participation Data
• Residential Subscription Analysis
• Recycling Education, Resources, and Priorities
• Recycling Habit Profile Analysis/Key Behaviors
• Community Resource Channel Planning (i.e. E-waste drop locations)

**Task 2: Annual Timeline/Campaign Implementation Strategy**
*November – December 2019*
• Annual Timeline Development
• Campaign Implementation Strategy Development
• Account Management/Monthly Meeting

**Task 3: Marketing Approach Details**
*November – December 2019*
• Custom User Experience and Product Scope
• Content Development
• Tactics by Segment
• Identify Tactics
• Forecast Results by Tactic
• Scope Implementation, UX, Reporting by Tactic
• Develop Test Plans for Ongoing Optimization
• Communication Strategy Development
• Channel Placement Plan
• Marketing Operations Plan

**Task 4: Brand/Communication Concept Development**
*November – December 2019*
• Brand Messaging Hierarchy
• Consumer Insights
• Brand Book
• Content Development

**Task 5: Launch/Implementation/Reporting**
*December 2019 – December 2020*
• Marketing Tactics (Final list TBD based on Task 1 Research)
• Online Channels
• Digital Media, Email Marketing, Social Media, Content Marketing, Website, Mobile App, Marketing Automation, Partner Channels via Toolkit Assets, etc)
• Offline Channels
• Out of Home, Ambassador Program, Direct Mail, Print, Radio, TV, Event Sponsorship, Event Participation, Handouts, Door Hangers, Cart Hangers, Event Marketing, etc)
• Public Relations
• Press Release
• Press Events
**Measurement & Reporting**
Data is critical to the measurement of success of our program and also to the continued refinement of engagement strategies to improve results. Recyclebank proposes multiple metrics to evaluate success of the program:

**Diversion & Contamination Measurement**
Diversion and contamination metrics are a critical performance standard for measurement of the effectiveness of the outreach and awareness program. These metrics are based on the weight data that the hauler provides, including levels of recycling and trash, on a monthly basis.

**Consumer Engagement & Participation**
We have learned that engagement by residents – whether by recycling, learning, engaging online or redeeming rewards – leads to action around waste diversion. We know that consumer engagement is an influential part of behavior change, and we are uniquely capable of tracking and evaluating the engagement metrics on an ongoing basis. Some metrics we will track for Orion include:
- Curbside participation
- Resident logins
- Digital content engagement
- City program participation
- Reward redemption

Participation growth in local programs like e-waste and hazardous material drop-off events could also be measured as an evaluation of success. At Recyclebank, we can leverage our platform to drive awareness and participation in these and other related waste/recycling programs.

**Resident Awareness & Knowledge**
If awarded this contract, we will leverage our analytics team to better understand residents’ knowledge, attitude and behaviors around waste. As part of this program, we will continue to measure levels of awareness and understanding over time – and leverage these learnings to provide a data-enhanced strategy to address specific areas of opportunity for your residents

We will also produce monthly reporting metrics on various engagement activities including:
- Customer per location
- Annual Program Cost/Location
- Projected Value of Rewards Less program Costs
- Verified pick-ups/Participation
- Pounds recycled
- Points credited for recycling, education and other actions taken
• Member log-ins
• Digital actions taken by members
• Reward redemptions for both local and national rewards and average redemptions per month
• Average monthly value of reward points used
• Annual Adjusted value reports points used/customer
• Dollars saved by members and the co-spend for the community

Additionally, on an annual basis, Recyclebank will provide a summary recapping all program activity, event summaries, resident contacts, key metrics and more. All of the performance standards we have outlined can be provided on the agreed upon cadence, monthly, quarterly or yearly.

**Ongoing Support**

The Account Manager and the local program coordinator will be responsible for the day-to-day management of the client relationship between Recyclebank and Orion Township including interacting with all stakeholders on planning, reporting and ensuring optimal results. The account management team develops relationships with entities key to our success in your community (for example, Chamber of Commerce, Economic Development Department, Neighborhood Associations, Houses of Worship, etc.) and also works with the local team on marketing and outreach strategies and local reward recruitment. We will hire locally in Michigan (with Orion Township’s support and input) a local account coordinator to be the critical partner and liaison for the project. And, of course, the account management team will be supported by both Recyclebank senior leaders and our entire organization.

**Program Optimization & Future Improvements**

Recyclebank continues to build new tools and resources for all of our communities, and as new products and services are developed, tested, and deployed, we will work with Orion Township to keep them updated on the progress and to let them know when we intend to roll them out in the community. As part of our ongoing account management, we will also consult with Orion Township key stakeholders to develop customized solutions to any new issues or initiatives that might arise over the course of our partnership. These ad hoc solutions will come at no additional cost, and the timelines will be determined in partnership with Orion Township.

Recyclebank will also propose improvements of our own as we aggregate an increasing number of useful data after the launch of the program. As our analytics team has the chance to study performance metrics against our program’s baseline and Orion Township’s agreed-upon metrics for success, we will propose new tactics to augment and amplify our efforts to achieve maximum performance and satisfaction. All of these efforts will keep Orion Township on the cutting edge of recycling-focused technology and marketing tactics for increasing residential awareness and engagement.
Ownership of Material
All cobranded materials created for and on behalf of Orion Township will belong to the client in perpetuity. We will make all art files digitally accessible to the client upon completion of the program—or before, if requested to do so.

Training for Township
While Recyclebank’s program is intended to be easy to understand and use, we will take all stakeholders from Orion Township through on-site demonstrations and/or webinars to familiarize the team on all of our website and mobile app’s capabilities. This crucial onboarding step not only ensures that stakeholders understand what we are doing and why, but it also helps us plan ahead for post-launch initiatives and routine optimization based on our clients’ input.
Overview
When Recyclebank first rolled out its rewards-for-recycling program in 2004, the world was a much different place. Smart phones did not exist. Social media was in its infancy. Discount apps like Groupon had not yet flooded the marketplace, and loyalty programs were still novel and effective. At the same time, many communities were also making the switch to single-stream recycling, so the economic connection between increasing a municipality’s revenue via recyclables and sharing the financial benefits with residents was a viable financial model.

Today, the world has inarguably changed. Simply offering coupons and gift cards in exchange for recycling participation is not enough to move the needle toward meaningful lifts in tonnages, nor is it that exciting for residents who already have all sorts of ways to get their hands on coupons or other promotional discounts.

As such, we have evolved our offering of incentives to reach, motivate, and reward the greatest number of your residents. We have adapted to marketplace demands, and we have continued to innovate to remain ahead of the recycling incentives curve after a number of copycat organizations tried to offer scaled-down version of our patented program.

Driven by Data
Because we are the only company that can track and reward waste diversion at the household level, the insights were derive from program participation are more sophisticated than any other vendor could offer. While we all might rely on the reported recycling tonnages or set-out rates provided by your chosen recycling hauler, our ongoing analysis of online learning and rewards redemption allows us to study community-wide trends as well as individual patterns of behavior. Aggregating those two types of data allows us to make intelligent decisions about what we offer and how we deliver it to your residents. While each community is different, and we will learn what does or does not perform in Orion Township, we have fifteen years’ worth of data and trend analysis to help us make the most intelligent decisions about this program on day one.

Residents Want Options
As we evolved our incentives strategy, one insight that holds true in communities of any size or region of the country: choice is a good thing. We know that what motivates one resident to participate in the program might vary widely from his or her next-door neighbor, even if their demographic information and set-out rates are identical. One individual may prefer to donate all of their Recyclebank points to our Green Schools Program (more to come on that later) while another may use theirs for chances to win high-value prizes during quarterly giveaways. Some residents elect to never use their points at all and prefer to watch that total grow while they also earn new achievement badges along the way. And that’s okay: as long as an individual finds the intrinsic or
extrinsic reward that is most meaningful to them, they remain engaged and come away
feeling good about the program your township is offering to them.

Here’s a look at the variety of incentives we will be ready to offer your residents at the
launch of our program:

**Discounts at Local and National Businesses**
While this is our original type of incentive for recycling, there is still a segment of every
community that appreciates the opportunity to turn their participation into savings at
grocery stores, gas stations, coffee shops, and whatever other businesses they frequent in
their everyday life. These residents may not self-identify as being “green” or “eco-
conscious” but they embrace the chance to get rewarded for doing their part to cut down
on their community’s waste.

Making sure that these discounts are relevant, meaningful, and (when possible)
supporting small business owners in the community is where we come in. From the initial
rewards partner recruitment to the ongoing management of our entire suite of rewards, we
maintain an enticing and cost-effective catalog by triangulating what residents want, what
local businesses can offer, and how we can manage inventory to keep all parties happy
with the program.

**Giveaways**
For several years, we have been running seasonal giveaways to reward individuals who
are more motivated by high-value rewards and gift cards instead of standard discounts.
Residents have the opportunity to turn the points they’ve earned by recycling into
chances to win prizes that do not normally exist in our catalog. These giveaways are a
great way to keep all residents engaged, and we have the ability to completely localize
them whenever the need arises.

**Green Schools Program**
Similar to the popular Box Tops for Education program, Green Schools gives residents
the chance to make a difference in the lives of young people all by “donating” their
points, which Recyclebank turns into real dollars we contribute to a grant that qualifying
schools receive every year. Over the years, this program has been incredibly popular,
particularly in the neighboring community of Rochester Hills, where we have donated
$108,446 to local schools since 2011. This program is also a great way to entice recycling
skeptics or other individuals who typically tune out when presented with any messaging
about sustainability or being “green”—and that’s fine, considering that the overall ethos
of Recyclebank is about finding external reasons for residents to pay more attention to
what and how often they’re recycling.
Philanthropic Donations
Due to the success of our Green Schools Program, we discovered that many residents want to use their points for “good.” A lot of those members feel that they would likely recycle with or without getting rewarded, but the chance to turn the points they earn into meaningful contributions to local charities (or local chapters of larger charities) surprises and delights them. In partnership with Orion Township, we will identify the right 501(c)(3) organization(s) to partner with, and we will manage all of the back-end requirements.

Achievement Badges
Taking cues from behavior change experts and personal wellness apps, we discovered that some residents appreciate the recognition and encouragement they receive when they reach a new milestone. Over the years, we have created, maintained, and added to a list of achievements that residents can unlock by engaging with our program in a variety of ways. From curbside recycling and learning online to shopping local or volunteering at a community event, there are all sorts of ways for residents to be surprised and delighted with a new badge (which comes with some bonus points, too).

Social Recognition
While many residents take pride in earning a new achievement badge, some individuals also love the chance to step into the spotlight. We offer this to our most-engaged residents in a number of ways: they can either be featured on our blog, on any of our social channels, in an email, and/or through newsletters or other media that can we can contribute to in Orion Township. Although these features come at no additional monetary costs to the program, the value they deliver to your most-engaged residents is invaluable.

Rewards for Additional Diversion
While the responsible diversion of HHW, bulk waste, clothing, or e-waste does not directly effect the bottom line of your township’s investment in a new recycling hauler, we believe that any action that supports an overarching zero-waste goal deserves to be rewarded. We will provide marketing materials for drop-off sites explaining how residents can earn points for their diversion, and we will also use all of our communications channels to promote drives and collections for items like yard waste or e-waste. Our mobile app can also be geo-fenced so that users can be instantly rewarded at drop-off sites or drives. To amplify these seasonal events, we can also designate exclusive rewards that require a resident’s participation in order to earn it.

Points for Shopping Local
Another key feature of our mobile app is the ability to reward your residents for shopping at small, independent, and/or local businesses. While this is also outside the expected scope of a recycling incentives program, we believe that the environmental and economic benefits of supporting the circular economy make it an essential part of the way that
Recyclebank closes the loop between shopping, consuming, and disposing of materials in the most responsible way. We will partner with Orion Township, the local chamber of commerce, and other professional groups to make sure that we find a meaningful and diverse group of small, independent, and/or local businesses to support our program.

Exclusive Savings on Sustainable Products
While our incentives program was founded with the mission to raise awareness of and participation in recycling, those rewards were largely geared toward the apathetic or skeptical residents who needed a more personal reason to get involved. Over the years, we looked for ways to reward the households who were already recycling rock stars, and while donation opportunities excited them, they also wanted to know more about purchasing sustainable products for their everyday lives.

That is why we created an e-commerce platform that only sells products that have been vetted according to seven different sustainability criteria. While this marketplace is available to a nationwide audience, our partnership with Orion Township will give your residents the chance to earn exclusive discounts, which will often bring the purchase price of these items below the listed prices from retailers like Amazon or Walmart. Whether your residents want something that was made from recycled materials or can be more easily recycled itself, we know that one of the best ways to clean up the waste stream is to improve a consumer’s choice at the point of purchase. And while this marketplace might appeal to the most sustainably minded right out of the gate, we make it available to all residents and use it as a tool to teach individuals about how they might make smarter purchasing decision, either from our marketplace or anywhere else.

EDUCATION & CONTENT STRATEGY

Overview
When the recycling industry made its initial push toward single-stream recycling, it seemed as though residents would have fewer roadblocks standing in the way of recycling: the bins got bigger, every recyclable material could go inside of it, and there’d only be one day that they’d have to set it out. On paper, so many of the user experience challenges of dual-stream recycling were solved for. However, significant changes to the way that everyday goods were packaged suddenly added a new level of complexity: what were Tetrapaks? What about paper with wax coating? And are all these flimsy plastic containers recyclable or not? What about the pizza box and food takeout containers?

Suddenly, the issue of recycling contamination started making life more difficult for MRFs, and after China increased its restrictions on how much recycled material they’d purchase, all of these investments in recycling infrastructure were put in jeopardy. Worse still, the burden of cleaning up the waste stream was disproportionately put on the end user, your residents.
One by one, all of our municipal clients started asking for our help. Although we were initially contracted to simply reward residents for their participation, we understood both the challenge and the opportunity to get individuals to recycle right. We began to develop a gamefied recycling curriculum that rewarded residents every time they took a quiz, watched a video, checked out a slideshow, or downloaded any of our in-house guides or cheat sheets.

Today, we have the most comprehensive, 12-month waste education curriculum available, and all of our interactive learning modules materials are backed by points because we believe that residents deserve to be rewarded for both their time and their actions at the curb.

**Philosophy**

While many waste experts agree that education is what the industry should be focusing on right now, opinions differ on how to do it. For years, PSAs and other pro-recycling campaigns have stressed the basics, like doing it for the planet or reminding people of the 3 R’s. In principal, those messages are great starting points, but in practice, they’ve very clichéd and easy to ignore, especially when your residents have so many different types of media and content vying for their time. As such, Recyclebank always makes sure that our educational materials are relevant, credible, easy-to-digest, and most of all, fun. Points help make our digital content rewarding, but our personal connection to your residents’ lifestyles is what makes it useful.

**12-Month Curriculum**

With unmatched depth, breadth, and frequency, our interactive educational material can help even a novice recycler learn what to do, how to do it, and why it matters. With “collections” focusing on every type of recyclable material, contamination, and other hard-to-divert materials, we’re helping communities clean up their waste stream one quiz or slideshow at a time.

Backed by both points and achievement badges, our waste education materials guide residents down a path that starts with level-setting recycling information and moves toward the more complex issues a resident might face, such as how to interpret what the numbers mean on plastic products, whether or not to keep caps on plastic bottles, and other details that might seem unimportant to an everyday person but have significant impacts at the MRF.

Our curriculum also offers a unique diversity in the types of media your residents will interact with. Slideshows, quizzes, videos, infographics, and other interactive modules provide enough variety to keep residents engaged—and we have the data to prove it. Year after year, residents spend anywhere from 12 to 14 minutes on our site (per session) learning more about recycling. These numbers blow away industry averages for almost
any type of online content, and that’s the power of making waste education fun, relatable, and rewarding.

**Online/Offline Resource Tools**
One of the biggest challenges with waste education is changing behaviors at the point of disposal. Even if a resident receives the right information about how and what to recycle, old habits can sometimes be hard to break. That’s why we make downloadable resource guides and cheat sheets so that residents can have hard copies to put near waste and recycling containers, or elsewhere in the house, to both increase the amount that they recycle and also avoid contaminating the recycling stream with non-accepted materials.

While we’ve developed a range of resource materials, we also know that every client is different and has specific needs. That is why we will use the planning phase of our partnership to consult with Orion Township and also analyze existing data to look at where problem areas might exist and need immediate attention.

Additionally, we can make existing resources that Orion Township or the Michigan Department of Environmental Quality has to offer available for download through our site. And, like all content we present to residents, these materials will also be backed by points too, so that we can encourage the greatest number of your residents to download them.

**Notifications & Recycling Reminders**
While changes to accepted recyclable materials don’t happen with tremendous frequency, there are still plenty of reasons why communities might need to reach their residents with the immediacy that digital media can offer. From snow day collection delays to bulk waste pickup to simple recycling reminders for residents still getting the hang of participating, our website and app both make it easy and convenient for communities to get in touch with their residents in real time. Push notifications from our app have proven to be especially useful for individuals who have become increasingly reliant on their phones, and they’re also a great way to help residents view recycling and sustainability as a natural part of their daily and weekly routines. We will manage the ongoing maintenance of these digital communications, but we can also push out something on Orion Township’s behalf at a moment’s notice.

**Challenges**
After completing our 12-month waste education curriculum, residents will know much more about the ins and outs of recycling, but putting that into practice every day—and getting better week over week—can sometimes be tricky. As we try to move residents down a continuum starting from existing recycling baselines toward more zero-waste lifestyles, challenges are a great way to reward individuals for making incremental improvements to their everyday routines. Taking our cues from fitness apps, we know that there’s always room for improvement, and coaching residents on how they can keep
getting better is the number one way to tackle lingering problem areas in the waste stream after the program tackles a lot of the low-hanging fruit. Some of the most common problem areas in other communities might be how to handle plastic film (avoiding it altogether and/or dropping it off at designated sites) or how to make the switch to reusable containers from disposal, single-use packaging. These finer points might seem obvious to a resident when they’re presented with the information in a slideshow, but when they try to complete challenges over the course of a week, they will actually become more aware of how much bad habits and automatic thinking sometimes get in the way of being an even better recycler.

**Daily Pledges**
Another way to reinforce some of the big-picture ideas in a resident’s everyday life is to give them something small and actionable to put into practice on a given day. For years, our Daily Pledge has been one of the most popular types of content we produce, and residents appreciate both the digestible tips they receive in addition to the points and achievement badges they earn for interacting with them. While we have a standing 365-day schedule, we can also customize these pledges for your community, and we also increase the point values during Earth Month, when the whole country is more focused on sustainability, and we have even greater web traffic than normal.

**Lifestyle Blog**
Within the Recyclebank team and among the residents in the cities we serve, it can sometimes feel daunting to try to live a zero-waste lifestyle every day. Points, achievement badges, and rewards are all great tools to help keep us motivated as individuals, but sometimes there is no substitution for the feeling that we’re all in it together. That’s where our lifestyle blog comes in. Written by our network of sustainability bloggers, we cover all sorts of topics that help individuals learn more about both recycling and other types of sustainable activities like upcycling, composting, and “greener” cooking. The sense of community that these posts foster and the reassurance they offer to dedicated residents helps forge a more emotional connection to the issues of waste diversion and sustainability at large. Knowing that other individuals have the same ups and downs, and learning useful “life hacks,” can keep a resident engaged, even when they’ve tackled the basics of putting the right materials in the right bins.

**Multi-Channel Marketing Campaigns**
Beyond the initial launch campaign, which will stretch across print, digital, and social media, we also have the ability to partner with Orion Township to promote specific recycling or waste-diversion focused marketing campaigns. These types of community-wide campaigns have been especially helpful in tackling issues like plastic film, recycling contamination overall, or even just basic reminders about how, what, and why to recycle. These customized campaigns are produced on an as-needed, ad hoc basis, and they’ll be a truly collaborative effort between Orion Township, the Account Manager, and the Recyclebank senior leadership team.
CHANNELS

Recyclebank.com
A customized, co-branded version of our website will be tailored and geo-targeted so that residents will see the localized version whether or not they’re logged in. Because we will be partnering closely with the chosen recycling hauler, single-family households will start getting rewarded, even before they confirm their account online. In multi-family homes, they will also be able to set up individual accounts so that every single resident in Orion Township can take full advantage of our recycling incentives program—not just those being serviced by the township’s chosen hauler. Our website is optimized for both desktop and mobile users, and features several critical components for ongoing engagement, education, and rewards:

- Community board for announcements, social sharing, notifications, and new opportunities to earn on- or offline.
- Progress tracker for individuals to monitor their own recycling behaviors, their earning history, their reward redemptions, and how Orion Township is performing overall.
- Achievement badges
- Our points-based 12-month waste curriculum
- Digital and downloadable recycling resources
- Rewards catalog
- Green Schools dedicated landing page
- Eco-friendly marketplace

Here are some examples of how a co-branded homepage would look to both an unauthenticated and authenticated user:
Mobile App
Saving the time and costs associated with developing a mobile app from scratch, we will customize and deploy a residential iOS and Android mobile app aimed specifically at educating, incentivizing and driving towards sustained behavior change for the Orion Township. We will customize our existing application to feature the logo, colors, and visual identity of our co-branded partnership. As the proliferation of smart phones has reached a point where most (if not all) segments of the population live app-first lifestyles, we have likewise augmented our comprehensive behavior change program to leverage all of the personalization that mobile phones and apps allow. The ability to message, educate, and incent activity in and out of the home is just part of what makes this a critical tool that we will offer.

Orion Township’s mobile app’s key features include:

- Recycling reminders via calendar integration and push notifications.
- Detailed list of recyclable materials and searchable tabs for other responsible waste diversion options.
- Points for check-ins at waste-diversion events, local-earned businesses participating in the program, and other locations/events designated by the city. These will leverage geofencing technology and can be set to be recurring or on a limited-time basis.
- Points for learning through bite-sized interactive educational features.
- Redeeming rewards on-the-go at participating Orion Township businesses.

Here are some examples of how the cobranded app might look:
Social Media
The proliferation of social media is almost impossible to overstate. As such, leveraging our social channels, and targeting our content so that it is specific to Orion Township residents is integral to our overall content strategy. In partnership with the township, we will develop a segmented, platform-specific strategy to reach, educate, and reward residents using content specifically created for Facebook, Twitter, Instagram, or other social media types Orion Township would like us to leverage.

Owned Media
To the degree possible, we can create content that will be integrated with Orion Township’s website or other digital channels. Not only will these content modules have useful educational tips or guides, but residents will also be able to earn points for interacting with this content via our Earn-Everywhere plugin. Using this plugin, we could also put additional media on the recycling hauler’s website, and/or partner with other community organizations that would be willing to promote our recycling incentives program.

Earned Media
In the months leading up to the program launch, we will place stories in local publications (newspapers, magazines, blogs), to coordinate with local news networks for interviews and stories, and to amplify the partnership with Orion Township.

Toolkits
To ensure that all communications coming from the recycling hauler or any other community partner, we will provide Orion Township and its chosen recycling hauler with co-branded on/offline toolkits. These materials will make sure that information is consistently conveyed, no matter where the message comes from. We have been providing municipalities and their hauler partners with educational toolkits for several years, and we will simultaneously refresh and/or tailor those while also developing new asset designed to address specific messages and educational talking points for Orion Township.

CUSTOMER SERVICE/RESIDENTIAL CUSTOMER CARE
As part of our turnkey solution, we offer dedicated customer care representatives that are trained to not only help with program-related questions, comments, or feedback, but can also help educate residents over the phone or via email. We also use on-site comments and social media channels to field and address program issues, and often resolve any issues within a 24-hour time period on those channels. Customer care is another opportunity for the brand to be the “trusted friend” for residents, and we ensure that our representatives live the brand every time their services are required.
Our bi-lingual staff is available via our toll-free phone number between the hours of 8:00AM-6:00PM (ET), and if a resident needs to contact us after business hours, they can still access their account information through our Integrated Voice Response (IVR) system. Email requests can be received at any time, and will be responded to no longer than one business day after receipt.

COMMUNITY BASED MARKETING & OUTREACH

Ambassador Program
Starting in 2017, coming off the heels of our successful Awesome Neighbor program, we launched our Captains and Volunteers program in the City of Philadelphia. This program provided residents with the chance to earn exclusive rewards for the work they were doing on the ground and in the community. From helping out at events to teaching neighbors about recycling, our Captains and Volunteers become incredible advocates for zero-waste lifestyles, and they also inspire their residents in an authentic way that leverages their relationships and deep commitments to making Orion Township a cleaner, greener place. We will adapt this program for Orion Township, and in partnership with local affinity groups and other Township officials, we will develop a calendar for trainings, volunteer opportunities, and brainstorming mixers where Captains and Volunteers can provide us with new ideas for how we can better support the community, based on their experiences and what they’re hearing on the ground.

Community Events
Beyond the critical role that our ambassadors will play in evangelizing the recycling incentives program and inspiring more residents to get involved, our Account Manager and to-be-hired local program coordinator will also be present at community events for on-site education, rewards, and other great promotional activities. These community events give Recyclebank the chance to make a closer connection to the residents we serve, and it also gives participating individuals the chance to learn more about the program and what else they can do to get involved. Since our first community launched in 2004, these on-the-ground events have been especially helpful in reaching and inspiring the greatest number of people to get involved with Recyclebank, and to take advantage of all the benefits this program delivers.

School Presentations
From the earliest days of curbside recycling programs, teaching children about how and what to recycle has always been a meaningful way to drive participation at the household level. While adults are busy and sometimes stuck in their ways, children are almost always more interested in learning new things, and teaching their parents about ways the household can become more sustainable together. As such, we always include a schools-outreach plan as part of our recycling incentives program. Administered by our Account Manager and to-be-hired local program coordinator, we work with area schools to make sure that the next generation is always more sustainability-minded than the ones who
came before them. We also provide teachers with toolkits and leave-behinds to ensure that the waste education can continue even after our presentations have ended.

**Neighborhood Associations & Multi-Family Dwellings**

One-to-one outreach is always easier wherever there’s a density of residents. This is true with neighborhood associations, where Recyclebank representatives can give presentations and leave behind useful tools, and it’s even more important in multi-family dwellings, where all residents dispose of their trash and recycling in shared receptacles. Teaching individuals, condo board members, building superintendents, and any other individuals who might want to learn more about how to make their buildings recycle better has been an increasing focus in the Recyclebank program. As more and more attention gets paid to eliminating recycling contamination and making sure that all members of the community are being reached and rewarded, we continue to develop, test, and evolve our on/offline recycling materials.
Recycling Program Website
Recyclebank.com is the digital hub of our recycling incentives program. It’s where residents can activate their accounts, access and update their profile and account information with Recyclebank, reset their password, check their points balance, earn points for engaging and learning through our content, and redeem points for exclusive rewards. Members can also log onto the website when they need to set their email preferences, access their Membership Agreement and Privacy Policy, and contact our customer care team. We are constantly updating our website to ensure that it’s as accessible as possible and easy to navigate, and since 2017, we’ve also been including specialized content for Spanish speakers.

As previously mentioned, our website will be co-branded so that residents in Orion Township interact with a localized version of our program. We can also integrate our content and points-earning opportunities via a simple plugin, which means that residents can also get rewarded whenever they’re accessing information on Orion Township’s website as well.

Prior to program launch, all residents will have a Recyclebank account setup. As residents move in and out of the community, our data team will perform the administrative tasks of adding, changing, and updating addresses, activating and deactivating user accounts. This is easily completed through an add/delete process and receiving changes in data from the hauler.

Reporting
Because we are a data-driven organization, we offer myriad ways to track and analyze our program’s performance. Depending on the data we receive from the hauler, we can get as granular as needed—down to the individual and household level for many waste-related actions—and we can also provide insights and trend analysis for a whole host of online and recycling activity. In partnership with Orion Township stakeholders, we will identify critical metrics and Key Performance Indicators (KPIs). From there, we will provide monthly reporting around those KPIs. Additionally, we can and will leverage GPS data and truck weights from both the trash and recycling streams to calculate diversion rates on the individual, route, and township level. Reports will of course be provided for these rates.

Our unique mix of waste and proprietary data allows us to create meaningful reports that provide increased visibility to the actions your residents are taking at the curb. We can deliver this information to you in several ways, and some of the most common reports include: tracking participation by neighborhood or geographical area, participation during a specific timeframe, and/or a comparison of different performance data over discrete periods of time.

All of these reports and raw data can be provided through our web-based client portal.
Because our local reward partners are always interested to know how their deals are performing, we also provide quarterly updates with them, which include Recyclebank program updates and redemption statistic. This information is often leveraged, along with overall engagement data, to continually refresh and optimize our reward offers.

**System Maintenance & Security**
Keeping our systems secure and operating are of the utmost importance to Recyclebank. Our technical infrastructure is hosted in a secured data center having main and backup Internet connections. Only authorized personnel can access the data center. Moreover, all web servers use SSL certificates and we redirect all unsecured connections to secured ones. All internal and crucial systems are only accessible through Virtual Private Network (VPN). Our load balancer not only helps to spread the load across all web nodes but also makes it impossible to access individual nodes from the Internet other than 80 and 443 ports.

We use Cisco firewalls and we monitor access to all systems to detect any suspicious activity. We also have an automated system in-place that blocks suspicious/fraudulent IP addresses from accessing our servers. We conduct regular maintenance to ensure our systems remain in working order. Additionally, we backup our data on a regular basis so we can restore it in the event it is needed.

Recyclebank is committed to protecting our members' privacy and will not sell personal information. Our Privacy Policy explains how and why we collect certain types of information, and how we act on our members’ behalf to protect the privacy and security of that information. Our Privacy Policy provides insight on the types of information Recyclebank collects independent of and also through Recyclebank.com, OneTwine.com, an affiliated website owned and operated by Recyclebank (“One Twine”), and how we use it. In addition, the Privacy Policy discusses the different programs offered by Recyclebank independent of or through this Site which comprise the Recyclebank Rewards Program and further how member information is integrated into each member's account with Recyclebank. The Privacy Policy is available to all members on Recyclebank.com and is also attached in the appendix.

In the rare instance an issue should occur with client or resident facing Recyclebank.com, the township of Orion can contact the account manager who relays system issues directly to our software developer. Additionally, residents can receive support through our customer service team.
Recyclebank is a private, Certified B-Corporation backed by an exclusive and world-renowned group of strategic investors and venture capital organizations. Because we are a private VC-backed organization, we are not at liberty to make any public disclosures of our financial statements but, for the purposes of fulfilling the requirements to the RFP, are providing sealed and confidential financial information for Orion Township (not subject to public disclosure).
Recycle Rewards, PBC (dba Recyclebank) in the five (5) years preceding July 1, 2019 has not had:

- Any claims settlement, arbitrations, litigation proceedings, or civil actions.
- Criminal legal actions in which the company, its parent company, or any subsidiaries, partners, or principals were involved.
- Any current or threatened legal actions in Michigan against the company or its parent company, subsidiaries, partners, principals, or joint-venture company(s).
- A permit, franchise, license, entitlements, or business license revoked or suspended.
- Any claims against a Bid or Performance Bond, contractual defaults or terminations.
SECTION III

Cost Proposal

COST PROPOSAL FORM A

| Cost Proposal Item A-1 – lump sum not-to-exceed all-inclusive costs for the program by contract year for each year of the initial contract term |

ATTACHMENT C COST PROPOSAL FORM A

Item A-1: Lump sum not-to-exceed all-inclusive costs for the program by contract year for each year of the initial contract term.

<table>
<thead>
<tr>
<th>Cost Proposal Form A - Item 1</th>
<th>2020</th>
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<th>2023</th>
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<td>$ 88,818</td>
<td>$ 88,818</td>
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- All-inclusive program pricing based on 14,803 households priced at $.50 per household per month
- Monthly invoice will be $7,401.50
In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Recycle Rewards, PBC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>401 Park Avenue South</td>
</tr>
<tr>
<td>Address</td>
<td>10th Floor</td>
</tr>
<tr>
<td>City</td>
<td>New York</td>
</tr>
<tr>
<td>State</td>
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</tr>
<tr>
<td>Zip Code</td>
<td>10016</td>
</tr>
<tr>
<td>Telephone</td>
<td>(212) 659-9936</td>
</tr>
<tr>
<td>Cellular Phone (if available)</td>
<td>(203) 856-1251</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:paul@recyclebank.com">paul@recyclebank.com</a></td>
</tr>
</tbody>
</table>

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

The undersigned, having familiarized ourselves with the local conditions affecting the cost of the work and with the Request for Proposal and Contract Documents, hereby propose to perform everything required to be performed by virtue thereof, and to provide and furnish all labor, equipment and supervision necessary to perform and complete in an efficient manner all of the work and services required to be performed at the following unit prices as herein stated and further defined in the specifications and other contract documents.

It is understood that all proposed prices shall remain in effect for at least one hundred eighty (180) days from the date of the proposal opening to allow for the award and that, if chose the successful contractor, the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or
agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder’s fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer’s services, or (2) benefit from an award resulting in a “Conflict of Interest.” A “Conflict of Interest” shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Township. Proposers shall identify any interests, and the individuals involved on separate paper with the response and shall understand that the Township, at its discretion, may reject their proposal.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Proposer acknowledges receipt of the following Addendum (if applicable) through his/her initials next to each applicable Addendum listed below:

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Initials</th>
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<tr>
<td>#1</td>
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<td>#5</td>
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The undersigned states that the prices proposed are submitted in full compliance with the provisions of the Request for Proposals to which this cost proposal is a response.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Paul Winn, Chief Executive Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>June 26, 2019</td>
</tr>
</tbody>
</table>
APPENDIX
**TECHNICAL PROPOSAL - FORM A**

**PROPOSER’S STATEMENT OF ORGANIZATION**

1. Full name of business:
   
   Recycle Rewards, PBC

2. Principal business address:

   401 Park Avenue South  
   10th Floor  
   New York, NY 10016

3. Principal Contact Person(s):

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Winn</td>
<td>401 Park Avenue South, 10th Floor, NY, NY 10016</td>
<td>CEO</td>
</tr>
<tr>
<td>Chief Executive Officer</td>
<td><a href="mailto:paul@recyclebank.co">paul@recyclebank.co</a></td>
<td></td>
</tr>
</tbody>
</table>

4. Form of Business (Corporation, Partnership, Joint Venture, Other)

   Public Benefit Corporation under Subchapter XV of the General Corporation Law of the State of Delaware.

5. If a corporation, in what state incorporated and date of incorporation:

<table>
<thead>
<tr>
<th>State</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delaware</td>
<td>March 5, 2007</td>
</tr>
</tbody>
</table>

6. If a Joint Venture or Partnership, provide date of agreement:

   Date:

7. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of proposer. Provide proof of the ability of the individuals so name to legally bind the proposer.

<table>
<thead>
<tr>
<th>Name</th>
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</tbody>
</table>

8. List all firms participating in this project (including prime contractors, subcontractors, operators, major equipment suppliers, etc.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
Recycle Rewards, PBC does not have any current or anticipated agreements with other parties in the delivery of the services for this proposal.

<table>
<thead>
<tr>
<th>Name</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

11. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the parent firms and the relationships.

| N/A |
TECHNICAL PROPOSAL FORM B

1. Organizational Chart: Attach an organization chart(s) for the proposer's staff showing for each Service Type the necessary staffing by position, number of staff per position and organization responsibilities of each staff position and qualifications required for each position.

2. Professional/Management Staff Resumes: For professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual(s) areas of expertise and experience. Resumes must be provided in the following format, however additional information may be provided at the option of the proposer.

- Names and Title
- Project Assignment
- Name of Company
- Years’ experience with current company or other companies
- Education; include degrees, year and specialization
- Professional reference (list 3)
- Other relevant experience and qualifications

List Names and Title of attached professional/management staff resumes:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Winn</td>
<td>CEO</td>
</tr>
<tr>
<td>Alyssa Ruggiero</td>
<td>Account Manager</td>
</tr>
<tr>
<td>Jeannine Pine</td>
<td>VP, Marketing</td>
</tr>
<tr>
<td>Mike Dell'Aquila</td>
<td>Creative Director</td>
</tr>
<tr>
<td>Andriy Prokopenko</td>
<td>Sr. Software Engineer</td>
</tr>
<tr>
<td>Adam Estrada</td>
<td>Sr. Data Specialist</td>
</tr>
<tr>
<td>Debra Brady</td>
<td>Manager, Customer Care</td>
</tr>
<tr>
<td>Local TBH</td>
<td>Local Program Coordinator</td>
</tr>
</tbody>
</table>
Recyclebank
Organizational Chart

Paul Winn
Chief Executive Officer

Mike Dell’Aquila
Creative Director
+ 5 Contracted Content Specialists
+ 3 Freelance Graphic Designers

Alyssa Ruggiero
Account Manager
+ 1 Local Account Coordinator

Andriy Prokopenko
Senior Software Developer
+ 5 Web Developers

Jeannine Pine
VP, Marketing & Member Engagement
+ 2 Full-Time Marketing Managers
+ 2 Full-Time Rewards Managers

Deb Brady
Customer Care Manager
+ 3 Full-Time Employees

Adam Estrada
Senior Data Specialist
+ 2 Full-Time Employees
Paul T. Winn, Jr.
Email: pwinn@recyclebank.com Mobile: 203-856-1251
LinkedIn URL: https://www.linkedin.com/in/paulwinn/

WORK EXPERIENCE

Recyclebank – Chief Executive Officer
February 2018-Present

• Responsible for the overall vision and strategic direction of the company – scaling and growing the Recyclebank behavior change platform by partnering with communities and brands to educate and encourage consumers to make smarter, more sustainable choices for a waste-free future.


Recyclebank – Executive Vice President & General Manager
June 2013-February 2018

• Recyclebank is on a mission to motivate individuals and communities to realize a world in which nothing is wasted – changing how people view their role in creating a more sustainable future. Through partnerships with communities, waste haulers, locally based businesses and national brands, Recyclebank incentivizes green actions like recycling, with reward points that can be redeemed for discounts and deals from more than 4,000 reward partners.

• Primary executive responsible for product definition, revenue creation and program delivery across Recyclebank’s portfolio of 300+ communities.

Hewlett Packard Company – General Manager; District Manager
April 2010-May 2013

• General Manager at Hewlett-Packard where he led and managed a team responsible for HP’s entire portfolio of products & solutions for Public Sector State & Local Government, Higher Education, K-12 and Healthcare market segments in the eastern United States.

• Directly responsible for driving revenue and sales across all of HP’s products & brand, particularly in managing complex deals & solutions involving C-Level executives. Leverage multiple routes to market including a large, matrixed HP sales team, numerous business partners, telesales and ISV’s.

• Realized 139% of Fiscal Revenue Targets. Executed strict performance management program to recruit and retain top talent. Replaced 40% of sales team in 6 months

• Developed partner strategy framework for east coast including qualification requirements, measurement process and metrics, and go to market strategies.

• Negotiated new procurement vehicles in Georgia, Tennessee, and Massachusetts

• Primary executive for remediation of significant customer issue with service delivery for Florida Department of Highway Safety. Avoided breach of contract claim and managed project through completion.

Sun Microsystems – Sales Manager; Storage Strategy & Marketing; Biz Dev Acct Exc
August 2000-March 2010

• Manage team of 12 sales executives focusing on strategy and creating demand for Sun’s storage portfolio in (38) major financial accounts. Additional focus for the year on implementing plan to “Take Back Wall Street For Storage” reversing negative revenue trends for storage products and services in FSA. Key program components included integrating storage sales teams via sales principles of other product lines; account planning, joint customer calls, customer messaging and strategy, including Storage Business Unit and Storage Marketing on integration.
reversing significant revenue decline from preceding fiscal year

• Worked on behalf of Sun's Chief Marketing Officer to assess why the Financial Service Vertical's storage revenue was in steep decline and developed program to reverse the trend. Worked on staff of Senior Vice President of Storage Marketing to develop plan and secure support and inspire commitment from corporate marketing, Financial Services Sales Management, and the storage business unit. Leadership included further integration of sales teams; revamped industry specific product marketing and strategy customer messaging. Built a customer feedback mechanism comprised of an advisory council and managed meetings and topics, and launched successful plan for executive support and activity in high-potential accounts.

Genicom Corporation – Account Executive; Reseller Sales Rep    Sept 1994-July 2000
• Was responsible for all account development and sales activity at assigned Fortune 1000 customers. Responsible for having developed enterprise-wide printing strategies directed at providing broad printing application solutions throughout the office, backroom, production and corporate environments. Solution content includes establishing an architecture, standardizing on software platforms, establishing interconnectivity protocols, integrating multiple printing technology product lines and establishing an on-going support and service program. This broad enterprise approach requires working effectively in technical, management and administrative audiences. Competence, dependability and trust are critical to my success in an enterprise.
• Was responsible for all sales activity in New York and western Pennsylvania. Worked with channel sales and marketing managers to develop vertical and horizontal markets, channel marketing and sales plans, and territory penetration programs. Coordinated sales activity through reseller channel partners and taken direct when unique, high value-added solutions are employed. Products sponsored included network/desktop printers, network support software, supplies, services, and unique asset management offerings.

AWARDS

• First place, Non-impact Printer Sales, Genicom Corporation, 1999
• First place, IBM Vertical Market, Genicom Corporation, 1998
• Runner-up, IBM Vertical Market, Genicom Corporation, 1997
• Division Key Contributor Award, Genicom Corporation, 1993
• Deal of the Month, Sun Microsystems, Inc., December, 2002
• Sunrise award winner, FY04, FY08
• Top Performing Sales Rep, Q1 and Q2, FY05

EDUCATION

Virginia Commonwealth University – Bachelor of Science in Business Finance

PROFESSIONAL REFERENCES

Javier Flaim, Partner, CamberArc Advisors, LLC
javier@camberarc.com, 917-742-5255

Jim Norrod, Chief Executive Officer, Tellabs, Inc.
jim@norrad.net, 603-860-7271

Eric Zeigler, President, Central Park Group
Alyssa A. Ruggiero
Email: aruggiero@recyclebank.com Mobile: 602-791-2372
LinkedIn URL: https://www.linkedin.com/in/alyssa-ruggiero/

WORK EXPERIENCE

Recyclebank – Program/Account Manager May 2017-Present
• Build and nurture complex relationships with key city stakeholders, local business community, community leaders, neighborhood associations, and community-based organizations for program outreach and education.
• Serves as liaison between client and internal departments by advocating for both client needs and business needs contributing to program success.
• Developed and implement specific business plan, including multi-dimensional campaigns leveraging internal and external resources to exceed program goals.
• Collaborate with Public Works and other city departments to integrate program with city programs, brand, and communication channels.
• Facilitate operational execution of the program, including resolving issues, establishing processes with client for data transfer required for ongoing program integrity, and develop internal processes for communication and client approvals.
• Interpret and present analytical reports to client through storytelling and developing plans around data presented.
• Manage local government relationships including presenting information at various levels, including executive leadership.

Waste Management – Area Setup Liaison August 2015-May 2017
• Serves as the liaison and first point of contact for consolidated setup across commercial and roll off lines of business for three market areas.
• Maintains processes, documents, and training materials with the consolidated setup team and the market area.
• Manages Return to Sales process to maintain error rate under 5% to minimize customer impacting errors.
• Partner and maintain relationships with business partners in operations, customer experience, sales, and billing.
• Proactively identify and root cause process and system gaps and assist in resolution, including cost impact, implementation process, and leadership approval.

Waste Management – Customer Experience Supervisor November 2013-August 2015
• Supervised up to 30 customer service agents
• Exceeded established KPIs for abandon rate, hold time, adherence, wrap time, and average handle time
• Conducted two coaching sessions per agent each month along with weekly team huddles
• Improved efficiency by creating process for holiday and inclement weather recovery schedules with operations and outbound customer notification

Waste Management – Area Marketing Manager February 2012-November 2013
• Developed and managed the implementation of strategies for launching new WM services and products to produce substantial revenue lines
• Aligned with district operations to identify areas of opportunity for marketing outreach to improve operational efficiencies and managed a third-party vendor for door-to-door residential sales to increase route density
• Collaborated with corporate team on various promotional and value-added initiatives, such as Recyclebank and direct mail campaigns
Waste Management – *Project Coordinator, Recycling*  
2012  
January 2010-February 2012  
- Created educational training documents and sustainability plans for customers and produced valuable tools such as job aids and training documents for various internal initiatives  
- Orchestrated training with the sales organization to maximize growth of the organics line of business and collaborated with customers to implement comprehensive recycling programs and trained customers and staff on new programs  
- Collaborated with customers to implement comprehensive recycling programs to capture value  
- Championed community partnerships with key customers and local organizations and coordinated, supported, and attended special and community-based events to represent WM

**EDUCATION**

**Southern New Hampshire University – Master of Science in Operations and Project Management**  
**Rider University – Bachelor of the Arts in Journalism (Public Relations) with Minor in Political Science**

**PROFESSIONAL REFERENCES**

Trisha Bowers, Account Manager, Waste Management  
tbowers@wm.com, 623-293-7526

Terry Gellenbeck, Director of Recycling, Keep Phoenix Beautiful  
terry@keepphxbeautiful.org, 480-686-5587

Trevor Turner, Regional VP of Sales, Ameritas  
trevorwturner@hotmail.com, 602-334-067
Jeannine Pine
Email: jpine@recyclebank.com Mobile: 646-645-2280
LinkedIn URL: https://www.linkedin.com/in/jeannine-camardo-pine

WORK EXPERIENCE

Recyclebank – VP, Marketing and Member Engagement  April 2014-Present
• Lead of the integrated marketing and member experience team responsible for end to end project management of all brand, sponsored partner and community client focused marketing.
• Responsible for strategies to deliver and maintain key digital engagement metrics.
• Owner of development and implementation of marketing products.
• Responsible for management of marketing budget and contracts for marketing vendors, consultants and freelancers. Conducted RFPs and contract negotiations resulting in resource and financial efficiencies.
• Influence and educate internal stakeholders and clients on new or underutilized marketing tactics in order to secure resources and funding for new programs.
• Support sales efforts for retention and pitching new clients.
• Work with executive leadership to develop materials and presentations for board meetings and strategic partners.

Recyclebank – Director, Digital Marketing - Integrated Marketing and Email Specialist  April 2013-April 2014
• Owner of the integrated marketing game plan and email marketing program strategy.
• Responsible for prioritizing projects based on business needs, resources and revenue opportunity.
• Developed processes to improve cross functional operations resulting in a new marketing team structure.
• Hired and developed team leaders and marketing expert owners, creating accountability and role clarity.
• Marketing lead for consolidation of UK and US Recyclebank businesses.

Recyclebank – Senior Manager, Digital Marketing - Email Specialist  August 2011-April 2013
• Lead the assessment, optimization and development of email program.
• Negotiated contracts with existing and new email vendors to create operational and financial efficiencies.
• Created internal and external processes, best practices and tactics that established the channel as the #1 traffic driver.
• Changes to email program resulted in 50% increase in open and a 15% increase in click/open rates over time.

• Responsible for CRM strategy, development and execution of email and mobile marketing.
• Implemented digital retention and reactivation programs that optimized sales, reduced operating expenses, drove customer retention and improved overall customer experience.
• Managed multiple vendor relationships and data flows throughout our internal and external partners.
• Managed marketing programs for other NY&C Brands (Outlets, Red Collection and Jasmine Sola).
• Provided direct support for private label credit card, direct mail, loyalty and in-store programs.
• Awarded Outstanding Achiever of the Year 2009.

AKA Advertising – Account Executive  August 2003-September 2005
• Managed all aspects of national advertising and in-store programs for Foot Locker Inc. brands.
• Provided strategic leadership to several corporate cross-function teams including creative and production.
• Worked closely with vendors such as Nike and adidas to provide seamless work flow with Client, Vendor and...

EDUCATION

Fashion Institute of Technology – BA Advertising and Marketing Communications

Graduated 2002
Mike Dell’Aquila
Email: mdellaquila@recyclebank.com Mobile: 917-484-1329
LinkedIn URL: https://www.linkedin.com/in/mikedellaquila/

WORK EXPERIENCE

Recyclebank – Creative Director February 2013-Present
• Develop and maintain brand guidelines for consumer-facing materials on behalf of municipal clients.
• Support business development and account management through client presentations, quarterly meetings, and monthly/quarterly reports.

Brooks Brothers – Copywriter February 2011-April 2013
• Develop and execute consistent brand voice over a variety of printed pieces.
• Partner with third-party vendors to create and/or customize the message of a range of marketing materials.
• Write copy for all printed marketing materials and assist with the execution of 360 marketing campaigns.
• Coordinate with art directors, project managers and merchants to develop marketing materials such as catalogs, hangtags, booklets, signage and other materials.

Macy’s – Copywriter July 2007-February 2011
• Write copy for online marketing and social media.
• Partner with graphic designers, marketing associates and merchants to develop strategies, content and implementation of digital marketing pieces.
• Implement and manage SEO-optimized copy.
• Overhaul voice and customer targeting based on seasonal objectives and shifts in consumer shopping patterns.

Outdoor Channel – Marketing Specialist November 2005-July 2007
• Writing copy for trade and consumer advertising in a variety of print, radio and online media.
• Responsible for developing both the creative materials and strategic plan for integrated sponsorships.
• Work closely with program producers and hosts to create program-specific marketing materials.

HONORS

• First Prize, Association of Italian Canadian Writer’s Short Story Contest | June 2010
• Travel Grant, Italian-American Historical Association | November 2010
• Gold Winner, CTAM MARK Award Network Campaign | July 2007
• The College of Liberal Arts Scholarship | Fall 2004 Penn State Private Source Scholarship | Spring 2004 Dean’s List | 2002, 2003, 2004

SKILLS

Adobe Creative Suite (Photoshop, Illustrator, InDesign, Premiere); Microsoft Office (Word, PowerPoint, Excel); Social Media (Facebook, Twitter, Instagram); Copywriting; Proofreading
EDUCATION

Brooklyn College, The City University of New York – Master of Arts in English
The Pennsylvania State University- Bachelor of the Arts in English, Creative Writing Emphasis

PROFESSIONAL REFERENCES

Dan Robinson, Sr Manager – Product, American Express
Drobinson22@gmail.com

Chrissie Gruebel, Copy Director, Food 52
cgrubel@gmail.com

Kelly Conlin, Associate Creative Director, Avon
Conlin.Kelly@gmail.com
Andriy Prokopenko
Email: aprokopenko@recyclebank.com Mobile: 917-658-9109
LinkedIn URL: https://www.linkedin.com/in/andriyprokopenko/

WORK EXPERIENCE

Recyclebank – Senior Software Engineer  December 2011-Present
• Development and support of numerous web sites and web services using mainly LAMP stack. My responsibilities cover the entire stack from backend to front end
• Technologies and solutions: PHP, MySQL, Javascript, HTML, CSS, Apache, Nginx, Bash, MongoDB, Memcache, Redis, SOLR, Messaging Queues, Jira, Docker, Magento, Symfony 2, Silex, Yii Framework, Phalcon.

Berlingske Media – Lead PHP Developer  September 2010-November 2011

Self-employed – Web Developer  2007- 2010
• Web applications development using LAMP stack for customers all over the world.

Barco – Software Developer  2005-2006
• Web service development for barcode devices using Delphi, C++ and Oracle Database.

SKILLS

• PHP, Javascript, HTML, CSS, Bash
• MySQL, MongoDB, SOLR
• Apache, Nginx, Git
• Memcache, Redis
• Adobe Photoshop
• Agile, Scrum, Kanban

EDUCATION

National Technical University of Ukraine – Master of Information Technologies

PROFESSIONAL REFERENCES

Olga Boiaryntseva, Software Crafter
(646) 250-2651

Volodymyr Petruskevych, VP of Technology  
(917) 504-7528

Ivan Klishch, Senior Software Developer
Adam C. Estrada  
Email: aestrada@recyclebank.com Mobile: 856-628-7098

WORK EXPERIENCE

Recyclebank – Senior Data Analyst 2010-Present
- Responsible for compiling and analyzing client submitted data to make certain it collates with customer subscriptions thus guaranteeing the integrity of customer rewards.

Comcast Cable Corp – Customer Account Executive 2008-2010
- Responsible for direct phone support of customer issues relating to phone, internet, and video products and billing matters.

Signal Holdings – Customer Service Assistant Supervisor 2008-2010
- Responsible for direct management of a team of 10 employees to ensure training and compliance with company protocols and benchmarks.

Vonage Digital Voice – Tier II Helpdesk Technician 2003-2004
- Responsible for Tier II technical support which included assisting customers with set up of home network, troubleshooting connectivity and call quality issues and provide customer with understanding of product functionality.

Comcast Cable Corp – Customer Account Executive 2002-2003
- Responsible Tier 1 technical support which included assisting customers with internet connectivity and browser and email configuration and troubleshooting.

Compaq Computer Corp. – PC Technician 2001-2002
- Responsible for the configuration and testing of workstation hardware and software components according to customer specifications.

Gloucester County Sheriff’s Office -- Sheriff’s Office 1989-2002
- Responsible for providing assistance, safety and security to the general public and jail population. Firearms instructor for in-service training and police academy.

EDUCATION & CERTIFICATION

Community College of Philadelphia- Associates Degree- Computer Information Systems  
Network and System Administration Certification
CompTia A+ Certification

PROFESSIONAL REFERENCES

Bonnie Ehri, Owner, Peace Data, LLC  
Bonnie.ehri@gmail.com

Charles Gill, Sheriff (Retired), Gloucester County Sheriff’s Office  
gofferqolf@msn.com

Karl Kinkler, Chief of Police (Retired), Woodbury Police Department
Debra R. Brady
Email: dbrady@recyclebank.com Mobile: 267-888-1173
LinkedIn URL: https://www.linkedin.com/in/debra-brady-battle-a752616a/

WORK EXPERIENCE

Recyclebank – Customer Care Manager April 2011-Present
• Meet with department heads, managers, supervisors, vendors, and others, to solicit cooperation and resolve problems.
• Recruit, hire, train and supervise staff, or participate in staffing decisions.
• Direct daily operations of department, analyzing workflow, establishing priorities, developing standards and setting deadlines.
• Prepare and review operational reports or project progress reports.
• Check to ensure that appropriate changes were made to resolve customers’ problems.
• Determine charges for services requested, collect deposits or payments, or arrange for billing.
• Refer unresolved customer grievances to designated departments for further investigation.
• Manage staff, preparing work schedules and assigning specific duties.
• Determine staffing requirements, and interview, hire and train new employees, or oversee those personnel processes.
• Establish and implement departmental policies, goals, objectives, and procedures, conferring with board members, organization officials, and staff members as necessary.

• Implement or monitor processes to reduce property or financial losses.
• Collaborate with law enforcement agencies to report or investigate crimes.
• Direct work of contract security officers or other loss prevention agents.
• Inspect buildings, equipment, or access points to determine security risks.
• Maintain documentation or reports on security-related incidents or investigations.
• Prepare written reports on investigations.
• Verify proper functioning of physical security systems, such as closed-circuit televisions, alarms, sensor tag systems, or locks.

EDUCATION

Briarcliff College – Medical Billing

PROFESSIONAL REFERENCES

Bryant McKay, Director of Customer Care, Public Utility Commission
BMckayjr@gmail.com

Carla McFarlan, Veterans Counselor, Northeast Philadelphia Vet Center
McFarlanC@veteransilc.gov

Anthony Battle, Facilities Manager, CSI Inc.
abattlecsi@gmail.com
Recyclebank partnered with Waste Management and the city of Allentown to deploy a recycling engagement and incentive program. Working in collaboration with city staff and the hauler, Recyclebank combines citywide education, incentives, and engagement to drive increased recycling participation.

Allentown, PA pays $139,530 per year (includes $11,443 of Upfront Fees).
Recyclebank partnered with Derry Township and Waste Management to deploy a recycling engagement and incentive program. Since 2016, Recyclebank has worked in collaboration with city staff and the hauler leveraging citywide education, incentives, and engagement to help improve the community’s recycling efforts.

<table>
<thead>
<tr>
<th>Community Name:</th>
<th>Derry Township, PA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Address:</td>
<td>600 Clearwater Road, Hershey, PA 17033</td>
</tr>
<tr>
<td>Community Contact Name:</td>
<td>Jill Henry, Assistant Town Manager</td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td>(717) 533-2057</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:jhenry@derrytownship.org">jhenry@derrytownship.org</a></td>
</tr>
</tbody>
</table>

**Describe Services Provided to this Community:**

Recyclebank partnered with Derry Township and Waste Management to deploy a recycling engagement and incentive program. Since 2016, Recyclebank has worked in collaboration with city staff and the hauler leveraging citywide education, incentives, and engagement to help improve the community’s recycling efforts.

**2018 Pricing for all Services Provided by Contractor to Community**

Derry Township pays $31,366 per year.
Recyclebank partnered with North Miami to deploy a recycling engagement and incentive program. Working in collaboration with city staff, Recyclebank combines citywide education, incentives, and engagement to drive increased participation and awareness.

<table>
<thead>
<tr>
<th>Community Name:</th>
<th>North Miami, FLA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Address:</td>
<td>776 NE 125 Street, North Miami, FL, 33161</td>
</tr>
<tr>
<td>Community Contact Name:</td>
<td>John Lorfils</td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td>(305) 895-9832</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:jlorfils@northmiami.gov">jlorfils@northmiami.gov</a></td>
</tr>
</tbody>
</table>

Describe Services Provided to this Community:

Recyclebank partnered with North Miami to deploy a recycling engagement and incentive program. Working in collaboration with city staff, Recyclebank combines citywide education, incentives, and engagement to drive increased participation and awareness.

2018 Pricing for all Services Provided by Contractor to Community

North Miami pays $50,078 per year.
Recyclebank partnered with the City of Philadelphia, the 6th largest city in the United States, to deploy a recycling engagement and incentive program. For over 10 years, Recyclebank has worked in collaboration with city staff to utilize RFID data to provide citywide education, incentives, ambassador programs, and engagement to drive increased participation and diversion.

## 2018 Pricing for all Services Provided by Contractor to Community

Philadelphia pays $867,645 per year.
Recyclebank partnered with the City of Rochester Hills since 2009 to deploy a recycling engagement and incentive program. Working in collaboration with city staff and the hauler, GFL, Recyclebank combines citywide education, incentives, and engagement to drive increased participation and diversion.

<table>
<thead>
<tr>
<th>Community Name:</th>
<th>Rochester Hills, MI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Address:</td>
<td>1000 Rochester Hills Drive, Rochester Hills, MI 48309</td>
</tr>
<tr>
<td>Community Contact Name:</td>
<td>Maria Willett</td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td>(248)841-2545</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:willettm@rochesterhills.org">willettm@rochesterhills.org</a></td>
</tr>
</tbody>
</table>

2018 Pricing for all Services Provided by Contractor to Community

Rochester Hills pays $125,709 per year.
Exceptions to Request for Proposals Specifications and Service Agreement

Proposers are to prepare the Cost Proposal forms based on the program specifications set forth in the Request for Proposals documents, without considering any exceptions that may be set forth on this form.

In the event the proposer takes exception to the Request for Proposals specifications they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a paper whose pages are titled, "Form D: Exceptions to Agreement".

- Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the agreement language related to the exception, the manner in which the proposed change would benefit Orion Township, the customers or both, and the specific dollar change in each of the various services rates, as proposed by the proposer in this Request for Proposals, that would take place if the exception was accepted by Orion Township.

- The exceptions must be followed with the following language without exception.

- This form must be signed by an individual authorized to commit the proposer’s firm to the agreement in the manner set forth below.

| Signature: | Paul Winn |
| Name:      | Paul Winn |
| Title:     | Chief Executive Officer |
| Date:      | June 26, 2019 |

Please note that if exceptions are taken, all required information, as set forth above must be submitted.

**Recycle Rewards, PBC is requesting one exception, which we noted on Page 58 and are formally requesting on the following page.**
Form D: Exceptions to Agreement

Performance Bond
Recyclebank has been in business for 15 years and has deployed more than 400 communities. We have never defaulted on a contractual commitment in all of that time. When client contracts have ended, it has been due to the maturing of the terms or driven by business decisions driven by from the client. This is the first time we have seen a requirement for a performance bond from a municipality for a program such as ours.

While Recyclebank has a number of long-lasting relationships with third-party vendors, we tried to find one who could issue an insurance bond as outlined in this RFP. We were unable to do so because of limited amount of time and for these additional reasons:

- The dollar amount of the bond is below their underwriting threshold
- None of the firms have written performance bonds for a 10-year contract
- The definition of what would trigger the performance bond is not defined
- The quantification of damages is not readily understood

In our effort to meet these criteria before the deadline, our representatives reached out to the following vendors:

- CNA
- Travers
- The Hartford
- Hanover
- Selective
- Philadelphia Insurance Company
- MMRMA (Risk Management Firm for Rochester Hills, MI)
- Other regional insurance carriers

Recyclebank remains committed to working with Orion Township and, as such, we want to help protect the interest of Orion Township and your residents. We are open to exploring other mutually agreeable options to satisfy the objectives behind the request of a performance bond. Some possible alternatives could be:

- More time to work with vendors to find one who can issue a performance bond to meet this criteria
- Shorter-term performance bond with commitments to renew
- Mutually agreed-upon definitions for what constitutes breach and remedy
- Cash held in escrow
- Other risk-mitigation strategies that Orion Township might have
Recyclebank's Privacy Policy
This Privacy Policy is provided by RecycleRewards, Inc. and its wholly-owned subsidiaries, including, Recyclebank, LLC and Recycle Rewards Limited, which are referred within the policy collectively as “Recyclebank”, “we”, “us” and/or “our”.

Introduction:
OUR MISSION is to motivate individuals and communities to realize a world without waste. As such, we bring together individuals from around the world to participate in our various programs and get rewarded for taking every day green actions through our Recyclebank Rewards Program. In order to authenticate and empower our Rewards Program, Recyclebank collects and stores certain types of information about our members to verify identity and activity in the Rewards Program along with enabling us to communicate with our members directly, and in turn customize their experience with us.

Recyclebank is committed to protecting our members' privacy. The following Privacy Policy explains how and why we collect certain types of information, and how we act on your behalf to protect the privacy and security of that information. Below we provide insight on the types of information Recyclebank collects independent of and also through this website (the “Site”), www.OneTwine.com, an affiliated website owned and operated by Recyclebank (“One Twine”), and how we use it. In addition, this policy discusses the different programs offered by Recyclebank independent of or through this Site which comprise the Recyclebank Rewards Program and further how member information is integrated into each member's account with Recyclebank.

Please read this Privacy Policy and send us any questions, concerns and suggestions you may have. To contact us, please see the contact information provided below under “Contact Us”.

What Recyclebank's Privacy Policy Covers:
Click on any of the questions below for the answers you need on everything relating to our Privacy Policy.

1. What information does Recyclebank collect?
2. Why does Recyclebank collect information about you and how do we use it?
3. Who does Recyclebank share your information with and why?
4. How can you change your privacy preferences or account information?
5. What information is collected through integration with third party services?
6. Third party links and websites.
7. Are there any other issues to consider?
8. Updates to the Privacy Policy.
1. What Information Does Recyclebank Collect?

To participate in any of our Programs we may need to know your home address or contact address, contact phone number, email address which we receive through various sources as detailed below. We may also require you to create a unique password and security PIN and question and agree that Recyclebank may record certain information about you. From time to time participants will be asked for PII such as demographics (age, income, etc.), psychographics (what you like to purchase, etc.) and interests. Submission of this information is entirely voluntary and may qualify you for additional reward Points earning opportunities. In addition, Recyclebank records content, such as text, images, pictures, and profile information, which you submit or upload to the Site or any other Recyclebank platform such as an off-site mobile application or social media platform. User images and screen names that you upload to the Site or select will be displayed in order to identify you, both to yourself and to other participants. To best serve you, we may combine this information with data that is publicly available and data that we receive from other reputable sources whose policies meet the Direct Marketing Association’s privacy standards.

Before you begin participation in any of our Programs, you will need to activate or register your account on either the Site or via a Recyclebank partner site. The method for activating or registering your account will vary by Rewards Program. Recyclebank does not rent or sell members' PII or program activity with anyone without a member's express consent. We reserve the right to report to law enforcement agencies any activities that we, in good faith, believe to be unlawful.

A. Information You Provide:
In order for you to participate in the Recyclebank Rewards Program (which includes our home recycling programs, and many other contests and activities) you first must become a Recyclebank Member and agree to the Recyclebank Membership Agreement. Through this registration process you provide us with:

(i) Personally identifiable information (“PII”) such as your name, street address, phone number, or e-mail address, which we use to enroll you in our program and communicate with you.

(ii) Information about you and your household (such as your age, education, household composition), which we use to verify your eligibility for our program as well as to provide a more personalized experience

(iii) Online Profile Information. Online profiles are created for Members who use the Site to participate in the Recyclebank Rewards Program. By creating an online profile on our Site, we also allow Members to submit on a voluntary basis certain personal information about
themselves they wish to share through their online Recyclebank profile (such as hobbies and interests, pictures, text descriptions, friends, and other profile information similar to other social networking communities.) Your online profile can be updated through our preferences center on our Site, various mobile applications, and our Customer Care Call Center.

Submission of this information described above in (i), (ii) and (iii) is entirely voluntary. By voluntarily providing us with your PII and/or any other information, you are consenting to our use of it in accordance with this Privacy Policy. Take notice that all unsolicited information (other than your PII) that you provide to Recyclebank through our Site or through other means (such as by posting to any public areas of the Site or sending us ideas for new services or modifications to our services) is deemed non-confidential and we are free to reproduce, use, disclose, and distribute any of this unsolicited information to others without limitation or attribution, in accordance with this Privacy Policy.

B. Information Provided About You From Other Sources:
Your participation in some of Recyclebank's programs, such as the Home Recycling Program, may lead to us to receiving certain additional information about you through third parties. This information may originate from:

• your waste or recycling hauling company

• your municipality (with respect to US residents)

• other government entities

• partner websites you access through our Site or retailers where you can earn or redeem Recyclebank Reward Points

• social media and social networking sites like Facebook or Twitter that you have opted to link to your Recyclebank online account through the Site.

As detailed above, in order for you to participate in any of our Programs we will need to know certain information about you which we receive directly from you or through various sources. We may also require you to create a unique password and security PIN and question and agree that Recyclebank may record certain information about you. From time to time participants will be asked for PII such as demographics (age, income, etc.), psychographics (what you like to purchase, etc.) and interests. Submission of this information is entirely voluntary and may qualify you for additional reward Points earning opportunities. In addition, Recyclebank records content, such as text, images, pictures, and profile information, which you submit or upload to the Site or any other Recyclebank platform such as an off-site mobile application or social media platform. User images and screen names that you upload to the Site or select will be displayed in
order to identify you, both to yourself and to other participants. To best serve you, we may combine this information with data that is publicly available and data that we receive from other reputable sources whose policies meet the Direct Marketing Association's privacy standards.

Before you begin participation in any of our Programs, you will need to activate or register your account on either the Site or via a Recyclebank partner site. The method for activating or registering your account will vary by Program. Recyclebank does not rent or sell members' PII or program activity with anyone without a member's express consent. We reserve the right to report to law enforcement agencies any activities that we, in good faith, believe to be unlawful.

C. Website Browsing Information & Cookies:
When you visit our Site, we track information to assist us administering the Site and analyzing Site usage. This information includes:

- your Internet Protocol (IP) address,
- cookies (as further detailed below),
- the state or country from which you access the Site,
- date and time of your visit to the Site,
- the kind of browser or computer you use,
- name of your Internet service provider,
- web pages from which you link to our Site or go to from our Site, or
- the webpages within our Site you view when visiting our Site.
Additionally, when you access our Site by using a mobile device, we may collect information about your location in order to enable certain features of our mobile applications.

Recyclebank uses third party technology, Google Analytics, in order to track session data. Google Analytics adheres to industry best privacy principles with respect to its data collection practices. Recyclebank does not provide Google with any PII as part of using Google Analytics. Further information about the Google Analytics privacy principles can be found at http://www.google.com/intl/en/analytics/learn/privacy.html.

Further, Recyclebank uses Google AdWords as a remarketing service which enables Recyclebank to advertise to previous visitors on our Site via third party websites (including Google). When you visit our Site, Google AdWords allows us to advertise to you following your
visit. This could be in the form an advertisement on the Google search results page, or a website in the Google Display Network. Any data collected will be used in accordance with this policy and Google's privacy policy. By visiting the Google Ad Settings page, you can set your preferences for how Google advertises to you, or alternatively, you can opt-out of interest-based advertising entirely by revisiting your cookie settings.

We use cookies to personalize or enhance your user experience and to facilitate the tracking of session and cross session activities. A cookie is a small text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize a web page, or navigate within a site, a cookie helps the site to recall your specific information on subsequent visits. Hence, this simplifies the process of delivering relevant content and eases site navigation by providing and saving your preferences and login information as well as providing personalized functionality.

The type of information that may be stored in a cookie includes non-PII about you. Some examples may include a randomly assigned user or session identification number, the country where you are located, and your first name to welcome you back to the site.

We reserve the right to share aggregated site statistics with third parties, but will not allow other companies to place cookies on our website unless there is a temporary, overriding customer value (such as merging into our Site another site that relies on third-party cookies).

You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you reject cookies by changing your browser settings then be aware that this may affect the functionality of our Site.

D. Customer Service:
We also collect information when you interact with our Customer Care Call Center in order to appropriately track, research and respond to member inquiries.

E. One Twine Use
As a Recyclebank Member, you will have the ability to access, use and transact on One Twine. We collect all use and transactional information on One Twine in keeping with this Policy and One Twine's Privacy Policy.
2. Why Does Recyclebank Collect Information About You and How Do We Use It?

Recyclebank uses the information described above to provide you with a superior member experience and, as necessary, to administer our business through the Recyclebank Rewards Program. For example, we collect various types of information that allow us to:

- reward Members in our Rewards Program for certain activities including recycling and other environmentally conscious activities (e.g. we may use household recycling data and PII to determine how many Recyclebank Reward Points you have earned, to alert you when you earn Reward Points and to fulfill reward requests);
- provide a more personalized online experience by using the images and screen names that you upload to the Site or select to identify you, both to yourself and to other participants (e.g. this may include us publicly displaying on our Site your photo and user name in connection with your profile and activities in the Recyclebank Reward Program);
- authenticate your identity;
- promote partners and vendors who support our various programs which comprise the Reward Program;
- conduct research and perform analysis in order to measure, maintain, protect, develop, and improve services to members (e.g. aggregate recycling and redemption data and other member actions from Recyclebank participants);
- administer sweepstakes, contests, promotions, or surveys; and
- communicate with you about special offers, events, new products or services, or surveys.

3. Who Does Recyclebank Share Your Information With and Why?

Recyclebank is not in the business of selling your information. We consider this information to be a vital part of our relationship with you. There are, however, certain circumstances in which we may share your PII with certain third parties with or without further notice to you, as set forth below:

A. With your Consent: We may share or disclose your PII or program activity with third parties with your express consent. Should an event arise which we deem appropriate to obtain your express consent, we will contact you directly using the contact information we have on file for you. It is important that you maintain all your information with us current and accurate.
B. Law and Harm: We may disclose your PII if we are required to comply with a law, regulation or legal request; to protect the safety of any of our Site users, any person or the general
public; to address fraud, security or technical issues; or to protect Recyclebank's rights or property.

C. Business Transfers: If Recyclebank or all or substantially all of its assets are sold to a third party or parties, we may transfer Recyclebank members' PII and other information to those parties as part of the transaction. In the event of such a transaction, we will make sure that the acquiring entities are bound by the terms of this Privacy Policy.

D. Service Providers: Recyclebank, like many businesses, sometimes hires other companies to perform certain business-related functions (e.g. mailing campaigns to customers, maintaining databases, processing payments, and processing purchases). When we employ the services of another company to perform a function of this nature, we only provide them with the information that they need to perform their specific function(s) and require that they in turn gain access only after agreeing to maintain this information in confidentiality and use it only for the limited purpose of providing the services contracted by Recyclebank.

E. Advertisers: We may provide aggregate anonymous information concerning member usage of our Site to third parties, such as in the case of advertisers, for purposes we deem, in our sole discretion, to be appropriate regarding our Rewards Program.

F. Recycling Programs/Non-Personal Aggregate Data: In order to participate in any of our Recycling Programs, Recyclebank may record household recycling habits, redemption habits, and other information about you associated with our Recycling Programs. For example, we may record the frequency with which you recycle and the weight or volume of the materials you recycle. Occasionally in the United States, we may disclose individual level data corresponding to your address and location as well as aggregate recycling data to municipalities and haulers upon request if we determine this information will benefit the general public, promote further green actions within communities or if we are contractually obligated to do so as part of providing the Recycling Program in that community.

4. How Can You Change Your Privacy Preferences or Account Information?

If, at any point during your membership with Recyclebank, you decide that you do not wish to receive specific program notices or messages, you can update your account profile and communication preferences at any time through the Site or by contacting Recyclebank's Customer Care Call Center as indicated below under “Contact Us”

We encourage you to keep your information with us current and up to date. You can make corrections, updates or deletions to your account information by accessing your online profile and visiting the “Account” Section of the Site.

5. What Information Is Collected Through Integration With Third Party Services?
A. **Social Networking Sites:** One of the special features of this Site and the Recyclebank Rewards Programs is that we enable you to log in to your online profile with us via various online third party services, such as social media and social networking services like Facebook and Twitter. By directly integrating our services with other online third party services, we make your online experience richer and more personalized. To take advantage of this feature we will ask you to log in to the relevant social networking service. When you add any social networking service to your Recyclebank online profile or log into this Site through your other social networking account(s), Recyclebank will collect relevant information necessary to enable this Site to access and collect your data contained within that particular social networking service (e.g. such as your Facebook profile information). Please remember however that the manner in which such third party social network provider uses, stores and discloses your information is governed solely by that provider’s policies, and Recyclebank will have no liability or responsibility for the privacy practices or other actions of any third party site or provider that you may enable and link to your online experience with Recyclebank.

B. **Recyclebank Rewards Program Sponsors:** A key component of the Rewards Program is the member being able to earn and redeem Reward Points with featured sponsors. These featured sponsors are linked to our Rewards Program both outside and through our Site and integrated into member accounts to allow for maximum member ease in both earning and redeeming Rewards Points. This integration of featured sponsors does include Recyclebank making available certain aggregated member information which is anonymous as to any specific member. This allows Recyclebank to continue to incentivize members to engage in its Rewards Program while also maintaining individual member PII confidentiality.

6. **Third Party Links and Websites:**

This Privacy Policy applies only to the Site and Recyclebank services, which includes OneTwine. This Site and e-mails received from Recyclebank may contain advertisements for and links to other websites not operated or controlled by Recyclebank. The policies and procedures we describe here do not apply to those third party sites. The links to third party websites available on this Site or in any e-mails sent to you by Recyclebank do not imply that Recyclebank endorses or has reviewed those third party sites. We suggest contacting those sites directly for information on their privacy policies.

7. **Are There Any Other Issues To Consider?**

Recyclebank takes all reasonable and appropriate steps to protect all information received from our members and provided via our Site and programs from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, no Internet or e-mail transmission is ever
fully secure or error free. In particular, e-mail sent to or from this Site may not be secure. Therefore, you should take special care in deciding what information you send to us via e-mail. Please keep this in mind when disclosing any information to Recyclebank via the Internet. You are also responsible for maintaining the secrecy of your unique password and account information and for controlling access to your e-mail communications at all times. Further, the security of the PII that we collect is of the utmost importance to us. We take all commercially reasonable steps to secure your PII. Reasonable physical, electronic, and managerial procedures to safeguard the information we collect has been implemented and is updated periodically as we deem necessary. With this in mind, we limit access to PII to only those employees and contractors who need access in order to perform their duties.

8. Updates to the Privacy Policy

The Site and our Rewards Program may change from time to time. As a result, it may be necessary for Recyclebank to make changes to this Privacy Policy. We reserve the right to update this Privacy Policy at any time, with or without advance notice. In the event there are significant changes in the manner in which we maintain and treat PII or the terms of this Privacy Policy, we will display a notice on our Site or send you an email to inform you of these changes. If you object to this Privacy Policy or to any future update of this policy or no longer wish to participate in the Recyclebank Rewards Program, you may close your account by contacting us. Unless otherwise stated, this Privacy Policy applies to all the information we possess about you and your membership with Recyclebank. This Privacy Policy was last updated on the date indicated below. We encourage you to periodically review this Privacy Policy to stay informed about how we are helping to protect the PII we receive from you. Your continued use of this Site or participation in any of the programs Recyclebank offers shall constitute your agreement to this Privacy Policy and any of its updates.

9. Contact Us

Should you have any questions or comments about our Privacy Policy, please contact us at:

E-mail: privacy@recyclebank.com

Toll Free (US) Call: 1-888-727-2978
International Call: 212-659-9900
Postal:
RecycleRewards, Inc.
Legal Department
401 Park Avenue South New York, NY 10016
Dated: June 12, 2019

Orion Township is currently seeking proposals from interested and qualified firms to develop and administer an incentive-based rewards program to increase public awareness and participation in Orion Township’s residential recycling program. Proposals will be received by Orion Township, c/o Clerk Penny Shults, Township Clerk’s Office, 2525 Joslyn Road, Orion Township, MI 48360 until EXACTLY 2:00 p.m. local time, July 1, 2019 at which time and place the names of proposers will be publicly read aloud.

Orion Township officially distributes proposal documents through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those Contractors who obtain proposal documents from MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with Orion Township is to become a registered Contractor by visiting the MITN website - https://www.bidnetdirect.com/mitn

Final proposal results will be posted on the MITN website after award. Specifications are attached. Any deviation from the specifications must be noted on the proposal.

ORION Township RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

All proposals (7 copies plus one digital copy on a USB drive) must be submitted in a Sealed Envelope marked “RFP – RECYCLING INCENTIVES PROGRAM”.
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SECTION 01 - INTRODUCTION/BACKGROUND

1. OVERVIEW
Orion Township is requesting proposals from qualified Contractors (Proposers) to develop and administer a recycling incentives program to increase public awareness and participation in Orion Township’s residential recycling program. The initial term of the recycling incentive contract is anticipated to begin January 1, 2020. The term of the contract will be a service period of five (5) years with an option to renew for up to five (5) additional years.

The Request for Proposals provides specifications for required services for Orion Township. Requirements and qualifications are defined in detail within this Request for Proposal (RFP).

To respond to this RFP, interested proposers must include a response to all criteria and complete all forms provided within the RFP. Failure to include a response to all of the evaluation criteria may be cause for rejection.

Please carefully review this document. This document is a Request for Proposal. It differs from an Invitation to Bid/Quotation in that Orion Township is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. Proposers are to provide their proposed solution based on their professional knowledge and developed around the general requirements defined within this proposal. As such, the lowest price proposed will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service, of which experience and strength of operations, technical proposal and financial capacity, may be overriding factors and price may not be the primary determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a proposer’s approach meets the desired requirements and needs of Orion Township. The criteria that will be used and considered in evaluation for award are set forth in this document.

Orion Township recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. Orion Township further recognizes that the products and services Orion Township buys have inherent environmental and economic impacts and that Orion Township should make procurement decisions that embody, promote, and encourage Orion Township commitment to the environment. Orion Township encourages potential Contractors to bring forward emerging and progressive products and services that are best suited to Orion Township’s environmental principles.

Orion Township may hold proposals for a period of one hundred eighty (180) days from opening, for the purpose of reviewing the results and investigating the qualifications of proposers prior to making an award. Orion Township reserves the right to waive any irregularities and accept or reject any or all proposals submitted.

The Contractor(s) shall be responsible for providing and maintaining all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to perform the required service(s) in accordance with all applicable local, state and federal requirements.

2. SUBMITTAL GUIDELINES
   a. Submit one (1) original, six (6) copies and one (1) electronic copy;
   b. It is the proposer's responsibility to clearly identify and describe the services being offered in response to this solicitation;
   c. The solicitation forms must be completed legibly and in their entirety;
d. All required information must be furnished and presented in an organized, comprehensive and easy to follow manner;

e. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired;

f. Elaborate artwork; expensive paper, bindings, visual and other presentation aids are not required;

g. Proposals should be printed on two sides and be easily recyclable;

h. The Transmittal Certificate Letter must be signed; and

i. Faxed and/or emailed proposals WILL NOT be accepted.

3. EXCEPTIONS
All exceptions must be identified and included as explained in detail in Section 6 of this Request for Proposals. All aspects of the Request for Proposals and the contract terms contained in it are binding to the successful Contractor and its proposal. Contractors must call out any desired exceptions to specific requirements of the Request for Proposals and the contract terms in their proposal at the time of submittal, so that the request can be considered in the Contractor selection process. These exceptions are required to be noted in the Technical Proposal Form D: Exceptions. Orion Township will not be obligated to consider any requests for exceptions to specific requirements of the Request for Proposal and the proposed contracts made by the selected Contractor after the due date for the proposals.

4. TERM
The term of the contract will be a service period of five (5) years with an option to renew for up to five (5) additional years.

5. ADDENDA TO REQUEST FOR PROPOSAL DOCUMENTS
No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Contractor. Contractors must request such interpretations or clarifications from Orion Township in writing. Request for information or clarification of this RFP must be made in writing and addressed to the address or email address listed below, with email being the preferred method of communication. Questions should reference the RFP page and section number.

Samantha Timko
Chief Assistant, Supervisor’s Office
2525 Joslyn Road, Orion Township, MI 48360
stimko@oriontownship.org

Questions relative to this solicitation must be submitted in writing prior to June 21, 2019. If explanations are necessary, a reply will be made in the form of an addendum, which will be posted on the MITN system. No negotiations, decision or actions shall be initiated by any firm as a result of any verbal discussion with any individual Township employee prior to the due date or during the evaluation process. All communications shall be conducted through Samantha Timko, unless specific written documentation is provided to the Contractor.

Orion Township reserves the right to change or amend the RFP documents, prior to the proposal due date by the issuance of Addendum posted on the MITN website. It shall be the Contractor’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all Contractors shall be bound by such changes or addenda. The authorized version of this Request for Proposals document shall be that document appearing on the MITN with amendments, addendums and updates.
Orion Township reserves the right to disqualify any proposer who contacts any Orion Township employee, elected official, representatives, or agent concerning this RFP other than in accordance with this section. Nothing in this section shall prohibit Orion Township from conducting discussions with proposers after the proposal opening.

SECTION 02 - SCOPE OF SERVICES

1. **PROPOSAL OF SERVICE AREA**
Orion Township is a residential community in north-east/central Oakland County, Michigan with an approximate population of 33,469 and 35.9 square miles of land with approximately 14,803 households. The community includes important financial and business operations, service employers, as well as retail trade and manufacturing divisions. Orion Township’s motto is “Where Living is a Vacation.” The Township maintains approximately 570 acres of recreational land and is committed to obtaining citizen input for future developments.

Orion Township is an organized form of government with the Orion Township Supervisor as the Chief Administrative Officer and as the Chair of the Board of Trustees, which is the legislative power in Orion Township. The Supervisor’s Office is responsible for all of the operating agencies of the township (except the offices of the elected Clerk and Treasurer) and other duties that may be delegated by the Township Board. The Supervisor oversees the following Departments: Assessing, Building, Fire, Parks & Recreation, Police, Public Services (Buildings & Grounds, and Water & Sewer).

General information regarding the Orion Township is available at [http://oriontownship.org/Home.aspx](http://oriontownship.org/Home.aspx)

2. **GENERAL DESCRIPTION OF WORK**
The goal of this project is for a qualified vendor to develop and administer an incentive-based rewards program to increase public awareness and participation in Orion Township’s residential recycling program. The reporting and tracking features of the proposed program will allow Orion Township to monitor participation in the recycling program and examine the project results. The successful execution of this project should increase waste diversion and create additional recycling revenues that will offset the cost to administer the program and operate the recycling rewards program for residential customers.

SECTION 03 - GENERAL REQUIREMENTS

1. **MANDATORY REQUIREMENTS**
The successful firm shall ensure and understand:

a. Firm will work closely with Orion Township staff during all phases of the work. The successful firm will be considered a key part of the project team. A strong, positive working relationship must be maintained.

b. All licenses required for a discipline shall be obtained and maintained throughout the terms of this Contract, including all licenses, permits, certificate and governmental authorizations necessary to perform all its obligations under this Contract. Upon request, Contractor shall furnish copies of any permit, license, certificate or governmental authorization to the Program Manager or designee.

   c. The firm will provide a single point of contact for the duration of the contract.
d. The firm will meet with applicable Orion Township committees to review project status, project budget and project planning, as required.

e. The selected Contractor will be required to sign a service agreement/Contract with Orion Township.

f. No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to Orion Township upon any debt or contract or that is in default as surety or otherwise or failed to perform faithfully any previous contract with Orion Township.

g. To be considered, proposers must submit a complete technical and cost proposal response to this Request for Proposals, in accordance with the Submission Requirements and Forms contained within this document. The submitted proposal must be signed by an official authorized to bind the Contractor to their provisions. The Request for Proposals response must include a statement from the Contractor as to the period during which its proposal will remain in effect. This period must be at least 180 days from the due date of the Proposal.

h. No proposal will be permitted to be withdrawn after it has been deposited with Orion Township.

i. Contractors must respond to this Request for Proposals using the format and forms provided by Orion Township. Failure to conform to the specifications will be considered non-responsive and may result in disqualification. Any deviation from the scope of work must be noted in the proposal and submitted in the format as outlined in Section 3.6 EXCEPTIONS of this Request for Proposals document.

j. Proposers shall inform themselves and comply with all pertinent Orion Township regulations and ordinances, State and Federal laws, licenses and tax liability, which may in any manner affect their proposals and execution of the work.

k. The Contractor shall pay all Federal, State and local taxes including, but not limited to property taxes, sales taxes, social security taxes, income taxes and fees, which may be chargeable against the labor, material, equipment, real estate or any other items necessary in the performance of this contract, except for: (1) additional fees that are imposed upon the Contractor by Federal or State legislation enacted following the effective date and (2) exceptions otherwise noted.

l. Contractor’s employees, subcontractors or agents, either as a result of or arising out of any act(s) in the performance of any duty under this Contract, shall not be considered to be an Orion Township employee or Orion Township agent. The Contractor agrees that it shall be solely and completely liable for any and all Contractor’s employees, subcontractors or agents’ past, present or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances of reimbursements of any kind, including, but not limited to, workers’ disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any Contractor agent’s employment status or any alleged violation of any Contractor agent’s statutory, contractual, constitutional or civil
rights by the Contractor or Orion Township. The Contractor will indemnify and hold harmless Orion Township from and against any and all claim(s) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to any Contractor’s employees, subcontractors or agents’ wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this paragraph.

m. Sealed proposals shall be delivered to Orion Township offices c/o Township Clerk Penny Shults at EXACTLY 2:00 p.m. (local time) on July 1, 2019. Prospective Contractors are responsible for the timely receipt of their responses. Late submittals will not be considered or accepted. Faxed or emailed proposals are not accepted. All proposals shall be in accordance with the purchasing policies of Orion Township and the requirements of this document to be deemed “responsive.” All information requested herein shall not be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.

n. All proposer’s names shall be read publicly and recorded at the date and time specified. Cost proposals will not be opened at that time. Proposals may not be withdrawn after the submission deadline.

o. Prices shall remain firm for 180 days or proposal award and approved contract, whichever comes first.

p. Orion Township reserves the right to change or amend the Request for Proposals documents, prior to the opening date by the issuance of Addendum. It shall be the proposers’ responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all bidders shall be bound by such changes or addenda. All addenda will be posted on the MITN website.

q. Proposers are advised that the Request for Proposals is considered to be under evaluation from the opening date until contract award. The Orion Township staff are restricted from giving any information relative to the “progress” of the evaluation during this time, except as described in this Request for Proposals and as required to administer the evaluation process. Proposers will be notified when an award is made, and a notice will be posted on the MITN website.

r. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. Orion Township will furnish the successful proposer with tax exemption information when requested.

s. Orion Township may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. Orion Township reserves the right to delete or add work without penalty or changes in the unit prices of the proposal. Time of completion affected by such changes shall be adjusted at the time of ordering such changes.

t. Orion Township is not liable for any costs incurred by prospective Contractors prior to signing of a contract. The issuance of this Request for Proposals, selection of a Contractor, approval of contractual agreements or completion of the project does not in any way assure or imply any kind of legal preference in contested cases before a legislative, judicial or regulatory body.
u. All supporting documentation shall become the property of Orion Township unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

v. Orion Township reserves the right to reject any or all proposals. Proposals may be rejected in the case of omission, alteration of forms, additions or conditions not called for, incomplete proposals, erasure or irregularities of any kind in the discretion of Orion Township.

w. Orion Township reserves the right to reject any or all proposals, to waive any informality in the proposal received and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of Orion Township or to award to multiple proposers.

2. NON-DISCRIMINATION
   It is the policy of Orion Township to provide fair and reasonable opportunities for participation. During the performance of the agreement, the successful contractor, subcontractors, employees and agents, will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person’s ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors, subcontractors and agents. The Contractor, subcontractors, employees and agents also agree to comply with all applicable federal, state and local laws in the conduct of work. A breach of this covenant shall be regarded as a material breach of this contract.

3. INSURANCE
   The Contractor shall not commence work under this contract until evidence of the required insurance has been secured and provided as detailed under this section. All coverages shall be placed with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to Orion Township. A new certificate of insurance shall be provided to Orion Township each year at the time of policy renewal. New certificates shall be delivered to Orion Township in the same format and language as outlined in a sample certificate that the Township will provide. The purchase of insurance and the furnishing of a certificate of insurance shall not be construed to be fulfillment of the Contractor’s indemnification obligation to Orion Township.

   The Contractor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Contractor to maintain the required insurance shall be grounds for contract cancellation.

   a. Worker’s Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Worker’s Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

   b. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of the contract, Commercial General Liability Insurance
on an “Occurrence Basis” with limits of liability not less than $5,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability with limits of liability not less than $5,000,000; (C) Independent Contracts Coverage; (D) Broad Form General Liability Extensions or equivalent.

c. **Additional Insured:** Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds. “Orion Township, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess”.

d. **Cancellation Notice:** Workers Compensation Insurance and Commercial General Liability Insurance, as described above, shall include an endorsement stating the following. “It is understood and agreed that Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to ________________________________.”

e. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to Orion Township at least ten (10) days prior to the expiration date. The Contractor shall provide to Orion Township upon written request a certified copy of any insurance policy required under this contract.

f. **Proof of Insurance Coverage:** The Contractor shall provide Orion Township, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

The selected Contractor is further responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. The Contractor shall secure all necessary certificates and permits from municipal or other public authorities and comply with all national, State and municipal laws, ordinances and regulations as may be required.

All drivers and operators of collection vehicles shall be licensed appropriately by the State of Michigan for operating those vehicles.

4. **WAIVER/INDEMNITY**

a. **Waiver:** The Contractor for itself, it’s successors and assigns further releases, waives, discharges and covenants not to sue Orion Township, its officers, employees, agents and elected officials, successors and assigns from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorney’s fees and including claims for injury or death, on account of injury to the person or equipment of the Contractor resulting directly or indirectly from the performance of the work above referred to, however caused, including but not limited to, the negligence of Orion Township.
b. **Indemnity.** To the fullest extent permitted by law, Contractor expressly agrees to indemnify, defend and hold Orion Township harmless against all claims, suits, damages,
expenses, costs, attorney fees, losses and liabilities arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from Contractor’s performance of this Contract or collection, transportation or disposal of materials, based upon any act or omission, negligent or otherwise, of Contractor or any employee, subcontractor or other person acting on Contractor’s behalf in connection with or incident to this contract or the work to be performed hereunder.

Contractor’s obligation to indemnify, hold harmless and defend Orion Township shall survive the expiration or termination of this Contract. By entering the Contract, the parties do not waive any immunities provided by law.

5. PERFORMANCE GUARANTEES
The awarded Contractor shall provide a Performance Bond prior to execution of a contract. The Performance Bond shall be acceptable to Orion Township and executed by a surety company licensed and admitted to do business in the State of Michigan or otherwise secured in a manner satisfactory to Orion Township in an amount of one hundred thousand ($100,000) dollars.

Should the Contractor, its employees, subcontractors and agents fail, neglect or refuse to perform its duties under the contract or shall otherwise be in default under the terms of the contract, Orion Township may immediately notify the bonding company with copy to the Contractor solely as a point of information. All costs incurred by Orion Township due to the default of the Contractor, including attorney fees, shall be paid to Orion Township by the bonding company based upon invoices submitted by Orion Township on a monthly basis. The cost so incurred by Orion Township shall be paid by the bonding company for the remaining period of the contract from the date of default.

6. EXCEPTIONS
All aspects of the Request for Proposals and the contract terms contained in it are binding to the successful Contractor and its proposal. Contractors must call out any desired exceptions to specific requirements of the Request for Proposals and the contract terms in their proposal at the time of submittal, so that the request can be considered in the Contractor selection process. These exceptions are required to be noted in the Technical Proposal Forms: Form D - Exceptions. Orion Township will not be obligated to consider any requests for exceptions to specific requirements of the Request for Proposal and the proposed contracts made by the selected Contractor after the due date for the proposals.

7. ARBITRATION
The successful Contractor must agree to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relation to this agreement or the breach thereof. The Contractor’s agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor’s obligation to submit to such arbitration shall be subject to the following provisions:

a. Notice of demand for arbitration must be submitted to Orion Township in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to the claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
b. Within fourteen (14) days from the date demand for arbitration is received by Orion Township, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.

c. The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.

d. The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

8. DEFAULT AND TERMINATION
In the event that the successful Contractor defaults in the performance of any of the covenants or agreements to be kept, done, or performed by it under the terms of the Agreement, Orion Township will notify the Contractor in writing of the nature of such default. Within 24 hours following such notice, the Contractor shall:

   a. Correct the default, or
   b. In the case of the default not capable of being corrected within 24 hours, Contractor shall commence correcting the default within 24 hours of Orion Township’s notification thereof, and thereafter correct the default with diligence.

If the successful Contractor fails to correct the default as provided above, Orion Township, without further notice, shall have all of the following rights and remedies, which Orion Township can exercise singularly or in combination:

   c. The right to declare the agreement together with all rights granted to the Contractor hereunder are terminated, effective upon such date, as Orion Township shall designate;
   d. The right to license others to perform the services otherwise to be performed by the Contractor, or to perform such services itself.
   e. The right to pursue a claim for damages in any court with proper jurisdiction or seek any other relief permitted by law.

Either the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or a general action taken by or suffered by the Contractor under any insolvency or bankruptcy act shall constitute a breach of the agreement by Contractor and shall, at the option of Orion Township terminate this agreement and hold the Contractor responsible for damages.

Orion Township shall reserve the right to terminate the contract without penalty upon written notice due to poor performance or for any reason deemed to be in its best interest. A designated representative of Orion Township will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in Orion Township’s best interest and will be final. Orion Township reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract, or do whatever is deemed to be in its best interest.

In the event sufficient budgeted funds are not available for a new fiscal period or Orion Township suspends its involvement in solid waste, yard waste and recyclables collection, transportation and disposal services, Orion Township shall notify the Contractor of such occurrence and the contract shall terminate, without penalty or expense to Orion Township.
9. **ASSIGNMENT**

A Contract awarded to the successful Contractor will not be assigned, delegated, or subcontracted by the Contractor without the prior written consent of Orion Township, which consent shall not be unreasonably withheld, provided, however, that Orion Township is given 120 days-notice of said proposed assignment, delegation, or subcontract, and that Contractor provides documentation of the qualifications and capabilities of the assigned, delegated, or subcontracted party to perform the required services. For purposes of the contract, a transfer of more than ten (10%) percent of the stock of the corporation or interest in a limited liability company or partnership, or the sale or transfer of more than fifty (50%) percent of the assets of the Contractor to any person without the prior written consent of Orion Township shall be considered to be an assignment.

Notwithstanding anything to the contrary in the Contract, Orion Township’s consent will not be required if the ultimate parent of the Contractor is merged with and into another entity or if Contractor assigns this Contract to an Affiliate of Contractor. “Affiliate” shall mean, with respect to the Contractor, any other entity that directly, or indirectly through one or more intermediaries controls, is controlled by, or is under common control with Contractor.

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**SECTION 04 - SELECTION PROCESS/EVALUATION CRITERIA**

1. **TENTATIVE TIMELINE FOR PROPOSAL PROCESS**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution of RFP</td>
<td>June 12, 2019</td>
</tr>
<tr>
<td>Questions Due Date</td>
<td>June 20, 2019 3PM</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>July 1, 2019</td>
</tr>
<tr>
<td>Evaluation</td>
<td>July 1-10, 2019</td>
</tr>
<tr>
<td>Presentation/Interviews of Shortlist</td>
<td>July 12, 2019</td>
</tr>
<tr>
<td>Selection/Negotiations</td>
<td>July 12 - August 5, 2019</td>
</tr>
<tr>
<td>Township Authorization</td>
<td>August 5, 2019</td>
</tr>
<tr>
<td>Contract Preparation and Execution</td>
<td>August 5 - 26 2019</td>
</tr>
<tr>
<td>Begin Transition Activities</td>
<td>September 1, 2019</td>
</tr>
<tr>
<td>Begin Contracted Operations</td>
<td>January 1, 2020</td>
</tr>
</tbody>
</table>

2. **CONTRACTUAL REQUIREMENT**

The contents of this document and the proposal of the successful Contractor will become contractual obligations with the proposal attached by reference to the final contract documents. Failure of the successful Contractor to accept these obligations may result in cancellation of the award.

3. **PROPOSAL CONTENT REQUIREMENTS AND PROPOSAL SUBMISSION**

Proposers must precisely follow all of the instructions of the RFP. All proposals must include the entire RFP document, as the combination of the RFP and the Offeror’s response form the contract. Failure to conform to all content and packaging requirements may result, at Orion Township’s sole discretion, in rejection of an Offeror’s proposal. Proposals shall be submitted in a sealed package, marked “TECHNICAL AND COST PROPOSAL”. The package shall contain one (1) original, six (6) copies and one (1) electronic copy with proper signatures. The required contents of the package are described below:

**Technical Proposal:**
The technical proposal must include all information necessary for Orion Township to evaluate both the Offeror and the Offeror’s proposal. It must address all issues of responsibility and
responsiveness as set forth in the RFP. Additionally, all required (non-cost) forms, and the exceptions forms related to the Technical Proposal, shall be included and properly completed.

Cost Proposal:
The Cost Proposal shall include all information necessary for Orion Township to evaluate the Offeror’s proposed pricing, including any necessary supporting data. All required (cost-related) forms including the Offer and Award Pages, and any exceptions forms related to the Cost Proposal, shall be included and properly completed.

4. EVALUATION CRITERIA
Submitted proposals are subject to the following exclusionary criteria. Those proposals failing to meet any or all of these criteria may be excluded from further consideration.

   a. Submitted after deadline for proposals
   b. Did not provide all required information or required number of copies
   c. No signature on binding transmittal letter
   d. Letter from Surety able to provide Performance Bond not provided with proposal
   e. Failure to submit the proposal response as identified in Section 3 above.

Proposals not excluded through this process will receive a separate and comprehensive evaluation of the complete technical and cost proposal.

Orion Township has a strong interest in selecting the Contractor with the best quality and most cost-effective proposal.

Criteria described below will be ranked and incorporated into a proposal evaluation process for the purposes of evaluating and scoring the proposals that are submitted. Proposals will be evaluated based on the following criteria:

1. Vendor’s Services, Experience and Strength of Operations
Orion Township will consider the services, experience, and strength of operations of the Contractor’s proposed program. Each proposer will be evaluated in terms of demonstrated performance of each proposer to implement the program elements described in this Request for Proposals and to attain Orion Township’s objectives for solid waste management, recycling and organics diversion and other services. Orion Township is seeking to identify proposers with demonstrated commitment to high performance, quality management and resident satisfaction. All proposals will be evaluated by criteria that will include, but are not limited to:

   i. Proposal completeness and overall experience of the bidder performing work similar to tasks described in the RFP;
   ii. Proposed project team and organizational approach for performing the work in a timely manner that closely integrates Township input and direction;
   iii. Demonstrated expertise in implementing and administering customer service programs and performance measures with benchmarking to Orion Township expectations for high customer satisfaction for its residents;
   iv. Experience in working with public agencies in the design, implementation and operation of public education, information and incentive programs that promote recycling and yard waste participation and landfill diversion;
   v. Demonstrated expertise in using data management systems to assure
accurate data collection, analysis, and regular reporting to a public agency; and
vi. Community Client References – minimum of five are required.

Each proposer’s services, experience, and strength of operations will be evaluated based on the information provided in their proposal. To be fully responsive to this criteria, Orion Township requires that proposers complete the references form located in Attachment B, Proposal Form C for a minimum of five reference communities.

2. Technical Criteria and Contractor Selection
Orion Township will consider the technical aspects of the Contractor’s proposed service to determine if the proposer can meet the proposed performance specifications and criteria on a long-term basis. All proposals will be evaluated by criteria that include but are not limited to:

i. Capabilities and structure of project management team, relationship between management team and corporate management and internal controls;

ii. Demonstration of proactive steps taken to retain employees, especially drivers and supervisors that are critical to contract execution and customer satisfaction;

iii. Review of performance of services similar to those proposed by the proposer;

iv. Review of the Proposer’s detailed technical operations, webservices and data management plans confirm the performance predictions as represented in the proposal;

v. Ability to meet implementation schedule and the soundness of the plan for transition to operations as described in the proposal;

vi. Documented privacy policy prohibiting unsolicited use and sale of personal information;

vii. Commitment to equal employment opportunity; and

viii. Commitment to employee and public safety.

3. Financial Criteria and Contractor Selection
In evaluating cost structures submitted by proposers, Orion Township will compile and analyze the financial and performance factors provided in each cost proposal item. Orion Township will consider the Contractor’s proposed cost of providing the services requested and other cost factors in determining which proposers best meet the financial needs of Orion Township. All proposals will be evaluated by criteria that will include but are not limited to:

i. The financing capacity and strength of the proposer, especially the proposer’s ability to make needed start-up investment to establish the system;

ii. Verification that the proposed costs are consistent with the activities described in the proposal and the proposer’s operation and maintenance plans; and

iii. Financial sensitivity to changes in service.

By submission of a proposal, the Contractor is required to certify and in the case of a joint proposal, each party is required to certify as to its own organization, that in connection with this proposal:

• The costs in the proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting
competition as to any matter relating to such costs with any proposer or with any competitor; and
• Unless otherwise required by law, the costs, which have been quoted in the proposal, have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to award, directly or indirectly, to any other proposer or to any competitor.

Subcontracted firms must be approved by Orion Township. If subcontracting services are to be retained, the subcontractor’s names and addresses shall be provided in Attachment B, Form A.

The Contractor shall not subcontract, assign, delegate or transfer any or all portions of the work unless Orion Township grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The Contractor shall be fully liable for all acts and omission of its subcontractor(s) and shall indemnify Orion Township for such acts or omissions.

The selected Contractor shall take reasonable precaution in the selection of its employee’s and subcontracts assigned to do work under this contract to ensure their honesty, courtesy, abilities and fitness. All of Contractor’s employees shall wear approved uniforms and identification.

Adequate supervision meeting the requirements of the contract shall be furnished by the Contractor over employees and subcontractors at all times while they are working within Orion Township. Contractor agrees to reassign any employee or subcontractor who, in the reasonable judgment of Orion Township, is violating this provision or any other provision of this contract. No person under the age of sixteen (16) years shall be employed or engaged under this contract. No person whose age or physical condition is such to make such person’s employment dangerous to his health or safety or to the health or safety of others shall be employed under this contract, provided that this shall not operate against the employment of physically handicapped persons otherwise employable where such persons may be safely assigned to work which they are able to perform.

All proposals will be evaluated and ranked. Orion Township reserves the right to reject any and all proposals or to make an award based directly on the proposals. Orion Township reserves the right to negotiate separately with any proposer after the opening of the proposals, when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of Orion Township. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to Orion Township.

Orion Township reserves the right to interview any number of qualifying proposers as part of the evaluation process. The decision of which proposer to contact (if any) will be based on the selection criteria outlined in this document and as determined in the evaluation process. Meetings with shortlisted proposers will provide additional information and criteria upon which Orion Township will base its selection decision. Orion Township reserves the right to select, and subsequently recommend for award, the proposed services which best meet its required needs, quality levels and budget constraints.

Orion Township is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but instead will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience, references, or capacity, may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a Contractor’s approach meets the desired requirements and needs of Orion Township.
Orion Township reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the Contractor resulting from the requested changes are subject to acceptance by Orion Township. Changes may be increases or decreases.

SECTION 05 - GENERAL PROVISIONS

1. TERM
   The initial term of this contract is for five (5) years commencing on January 1, 2020 and ending on December 31, 2024. Orion Township may, at its sole option, renew the contract for one (1) additional five (5) year term under the conditions set forth in the contract. Orion Township shall give the Contractor written notice of its intention to extend the contract period no later than 90 days prior to the last contract year in the term.

2. PROJECT GOAL
   The goal of this project is for a qualified vendor to develop and administer a recycling incentives program to increase public awareness and participation in Orion Township’s residential recycling and yard waste programs. The reporting and tracking features of the proposed program will allow Orion Township to monitor participation in the recycling program and examine the project results. The successful execution of this project should increase waste diversion and create additional recycling revenues that will offset the cost to administer the program and operate the recycling incentive program for residential customers.

3. SCOPE OF WORK
   The Vendor will develop and administer a recycling incentives program for Orion Township residential customers. The program will be established in coordination with Orion Township’s new process for single stream curbside recycling in which the Township’s contracted hauler will be responsible for provision of GPS based collection route and service event data to the Township’s contracted recycling incentives service provider. The program should be a web-based system that permits Orion Township to access the project data as well as a public portal for residential customers to access the recycling incentives program. The Vendor will be responsible to generate the vouchers or coupons and establish the commercial partners of the recycling incentives program.

4. SPECIFICATIONS
   The Orion Township provided recycling carts are not equipped with RFID tags. The Orion Township’s contracted hauler’s recycling collection vehicles are equipped with GPS route tracking and service event tracking capabilities. The proposed program shall be compatible with the existing systems defined in this specification.

   The vendor will be provided with an electronic database of distributed carts and associated addresses of each household in the Township that is being serviced by the contracted hauler. This list will determine the actual households that should be targeted to participate in the recycle incentives program.
Orion Township’s contracted hauler will distribute Township-owned carts to new residents upon initiation of service by the new customer. These data will be provided by Orion Township to the contracted recycling incentives service provider.

5. **REQUIREMENTS FOR THE RECYCLING INCENTIVES PROGRAM**

Vendor shall propose a complete “turn-key” solution that will include, but is not limited to the following:

A) Branding
   a) Bidders are required to use the Township’s brand for this program. Existing brand should then be incorporated into all marketing, outreach, and other promotional activities.

B) Accessibility
   a) Provide every resident in the Township with the opportunity to participate in the program.
   b) Reward households for their individual recycling efforts, whether those efforts are the results of curbside recycling through the Township’ approved hauler or via recycling services provided for non-curbside recycling accounts (condos, multi-family, etc.). Note that the Township has no prior single hauler reference point for the actual number of households but offers the following known data from its records:
      • 11,793 single-family homes
      • 125 under construction/planned multi-family
      • 1,909 multi-family units
      • 13,827 Total
   c) Provide access to content and opportunity for program engagement through multiple communication channels including, but not limited to on-line, Mobile (iOS, Android, and Mobile Web), direct mail, out of home marketing, social media, bill inserts, etc.
   d) Provide a custom localized and dedicated online experience for resident’s program interaction.
   e) Must provide resident access to toll-free phone-based customer support
   f) Must provide access to account information via on-line, mobile (iOS, Android, and Mobile Web), and phone channels.
   g) Must include ability to integrate program content with Township and hauler assets including web sites, newsletters, e-notifications, utility billing, social media, etc.

C) Data
   a) Must be able to track and manage individual actions taken by residents, including recycling and participation in on-line and off-line education activities and convert those actions into points.
   b) Residents must have the ability to track their point earning activity as well as redemption history in real-time.
   c) Must be able to process adds, moves, and changes to eligible locations in the program including changes to service routes for a location on a monthly basis.
   d) Leverage and segment resident engagement data, demographics, hauler and specific program characteristics to inform marketing channels, marketing message and creative to engage residents. Anticipated elements should be designed to
address the specific behavior change goals of the community, including at the neighborhood, route, and household level, as defined through the account planning process.
e) Leverage recycling participation data to drive messaging and educational strategies to increase recycling participation and diversion.

f) Use actual recycling weight data to incent residents for their recycling and measure program success metrics.

D) Education
a) Content strategy must be designed to ensure maximum effectiveness and reach within the community. Variety is important and elements of content strategy should be introduced, at a minimum, on a weekly basis. Content should be designed to influence all residents to think differently about their waste and should include a diversity of content to maximize resident engagement drawing where appropriate from recycling outreach.

b) Resources available through the Michigan Department of Environment, Great Lakes and Energy (EGLE) and the Michigan Recycling Coalition.

c) Provide localized content where residents can find information about topics such as what is or isn’t recyclable in the municipality, set-up recycling reminders, learn about Township events, drop off locations, special collections, etc.

d) Provide educational content (digital and print) on an ongoing basis to the Municipality, haulers, neighborhood associations and select community-based organizations to distribute to residents using existing infrastructure (e.g., website, email, newsletters, social media).

e) Educational elements should be designed to address the specific behavior change goals of the community including at the neighborhood, route, and household level, as defined through the account planning process.

E) Incentives
a) Implement a system for providing incentives based upon recycling participation and the amount of recyclable materials collected. The weight of recyclable materials collected will be provided by the hauler or material recovery facility to the successful bidder for this purpose.

b) Provide residents with the ability to earn points and be incentivized for both online learning and offline activities promoting sustainability or other environmental causes.

c) Secure incentive partners (e.g., national, local, regional, and online) that provide discounts or free items as rewards for participation.

d) The following types of reward/recognition options should be included in the proposed program:
   i) Charitable contributions
   ii) Donation options
   iii) Sweepstakes
   iv) Online retailers
   v) Local business rewards
   vi) Gift Cards
   vii) Municipally-owned utility discounts
   viii) Hauler service discounts
   ix) Social Sharing

e) Distribute self-selected rewards to program participants and provide all customer service functions.

f) Must provide ability for resident’s to be incentivized for participation in other sustainable actions including but not limited to the following:
   i) Library book borrowing
ii) Volunteering
iii) Participating in neighborhood or other Township clean-up events
iv) Shopping local

This program should support rewards that can be redeemed in a variety of ways including digital, print at home, mobile, and mailed ability wherever possible.

h) Provide an ecommerce capability to allow for use of points as discounts for curated selection of sustainable goods.

F) Reporting

a) Monthly reporting on data and insights into program efficacy. Examples should include but not be limited to how many residents are participating in the program, digital and mobile engagement, and amount and type of rewards redemptions. The ability to report this information at the route level is important to the success of the program.

b) Provide an annual summary recapping all program activity, event summaries, resident contact, etc.

c) Provide the ability to confirm method of recycling at the household level with the ability to aggregate this information for purposes of reporting to the Township.

d) The ability to measure specific metrics such as program participation, diversion, contamination, and other sustainable actions.

G) Support

a) Account Management

i) The account manager will be responsible for:

   (1) Project Planning & Management: Strategic & Operational Plan Development, Integration of Local Resources/Bilingual Outreach, Program Goals/Updates/Enhancements, Updated Promotional Content/Education

   (2) Client Relationship Management: Stakeholder Collaboration, Day-to-day Contact, Regularly Scheduled Status Meetings, Troubleshooting, Same-Day Response

   (3) Reporting: Monthly Reporting, Status Updates and Invoicing

   (4) Community Outreach: Relationships with Community Organizations and Local Businesses, Community Engagement Opportunities, building Ambassador programs

b) Program Launch

i) Create a multi-channel strategy to introduce the program and its specific goals to the community.

ii) Create accounts for all eligible locations enabling residents to easily join the program and begin earning points.

iii) Develop a marketing plan, in conjunction with the Township and Hauler, to maximize access to existing distribution channels for program related materials announcing Township specific program goals and objectives.

c) Call Center

i) Bidder must maintain a bilingual Customer Care Center, with both phone and email support.

ii) Minimum Hours of Operation: Monday-Friday 8:30 AM - 4:30 PM ET.

iii) Must provide residents with the ability to submit support requests via email with a response time of no later than 1 business day.
Vendor will be provided access to GPS route and service event tracking information by the Township’s contracted hauler to identify each resident's participation on each collection day;

Vendor will provide an automatic record of participation by household and the assignment of program award points upon the collection of each container;

The Vendor will secure all rewards for the program and will procure all reward offerings.

6. **IMPLEMENTATION OF PROGRAM**

Vendor shall provide an implementation plan that includes a detailed timeline of the steps to design, promote, and implement the recycling incentive program.

The vendor’s marketing materials will be made available to Orion Township customers for registration in the recycling incentive program.

Vendor will work with Orion Township to provide an Introduction Letter to all residents announcing the program. Costs of printing and mailing the letters will be the responsibility of the vendor.

Vendor will be available for all residents prior to the first program collection day. Proposal shall demonstrate Vendor’s commitment to Orion Township by describing its efforts in advance of first collection day.

Vendor shall provide a dedicated, toll free number and customer service team specific for Orion Township residents, Rewards Partners, and Orion Township staff.

7. **PERFORMANCE**

Orion Township and Vendor will jointly develop performance measures to ensure the program is sustainable and that it meets defined objectives.

If the resulting program and participation do not meet defined objectives, vendor will propose additional strategies to ensure success.

8. **FUTURE IMPROVEMENTS**

Orion Township may consider improvement options during the term of the contract and may negotiate with the vendor for incorporation of improvements.

Preference will be given to proposals that offer expanded capabilities and additional functionality as technology allows and becomes available. Vendor’s proposal shall demonstrate their ability to address evolving technology during the term of the agreement.

9. **OWNERSHIP OF MATERIALS**

Any script, graphic, video animation, audio recording or other artwork created specific to Orion Township as a result of the campaign becomes the property of Orion Township.

Orion Township shall own all data gathered and all compiled data and reports produced by the vendor based on the GPS route and service event tracking system. The Vendor shall provide such
data to Orion Township within thirty (30) days written request by Orion Township, termination of the Contract, or default by the Vendor. All data shall be delivered in a renderable (editable) text format.

10. **TRAINING / ORION TOWNSHIP**

The Vendor must provide on-site training of all program-related Township staff as part of the project implementation.

Vendor must provide User Guides for the system.

The Vendor shall provide customer service support to Orion Township to address questions or issues as needed to ensure proper functioning of the system.

11. **RECYCLING INCENTIVE PROGRAM**

The Vendor will develop a program where participation is rewarded by the incentives offered through the program, such as vouchers or coupons provided by commercial businesses – rewards partners.

The Vendor will identify, consult, secure and procure all reward offerings, including from participating businesses.

The Vendor will provide Residents with the ability to obtain earned rewards online and to print and redeem the rewards immediately upon receipt of reward.

Vendor will offer local businesses in Orion Township the opportunity to be a Reward Partner free of charge.

Orion Township requires that the Vendor be engaged on an ongoing basis with active or potential local Partners.

Orion Township requires at least a quarterly review of local business partner participation and strategy with the awarded vendor but reserves the right to conduct such reviews as requested.

Vendor will provide timely awarding of recycling incentive points for approved collected carts.

Vendor will ensure recycling incentive points do not expire.

Orion Township anticipates creating a minimum value of $25.00 per month in savings for the resident through the reward of vouchers or coupons. This will be achieved by the resident placing the recyclables at the curb in the blue recycling cart weekly.

12. **COMMUNICATION PLAN**

Vendor will develop and promote a marketing and public relations plan for the recycling incentives program to encourage participation in Orion Township recycling efforts.

Orion Township encourages the use of creative and innovative ideas that reach the largest markets most economically.
Orion Township is open to suggestions related to slogans and phrases for the program.

Vendor will provide an adequate staffing plan for this project.

The plan can include, but is not limited to:
- Broadcast advertising on TV, radio, print, outdoor, web
- Direct mail
- Social Media
- Sponsorships / Special events
- Promotional items
- New or nontraditional media
- Orion Township produced publications

Literature shall include development and delivery of campaign packets designed to share with Orion Township public and private partners for distribution among their constituents.

The use of Orion Township title and or Orion Township logo in marketing campaign or Program related elements will only be done with the prior written approval of Orion Township and all communication materials will require final approval by Orion Township prior to distribution.

13. **CUSTOMER SERVICE / RESIDENTIAL CUSTOMERS**

The Vendor will maintain a Customer Service Department to answer resident’s questions relating to the incentive program by phone or email.

Orion Township residents’ personal information will not be sold or distributed.

The privacy of all residents will be protected and managed in accordance with State and Federal regulations.

Customer Service shall be available during Orion Township normal business hours, 8:30 AM to 4:30 PM, Monday through Friday, excluding observed holidays.

Response time shall not be greater than the end of the next business day.

14. **COMMUNITY OUTREACH**

Vendor will maintain and staff a booth at a minimum of six (6) Orion Township sponsored environmental or related events each year. Booth will be co-branded with Township logos, and Vendor will allow Orion Township to co-staff, promote, and distribute Orion Township-related materials at any and all events.

Vendor will hire and direct a Municipal Market Manager as the single point of contact for all aspects of the Program. Manager will be Orion Township’s direct, local point of contact, will be available to Orion Township during business hours Monday through Friday, and will have decision-making authority for all Program-specific aspects. The Municipal Market Manager shall make a presentation annually to the Orion Township Environmental Resources Committee and Township Board in April of each year.
Vendor shall initiate efforts to give back to the community based on the success and viability of the Program as well as develop partnerships with local schools and civic organizations.

Vendor will provide Orion Township, through the dedicated website and via Vendor’s normal marketing outreach efforts, a mode of communication to residents for additional outreach related to other environmental initiatives occurring in Orion Township.

15. RECYCLING INCENTIVE PROGRAM WEBSITE

The Vendor will develop and host the website for the Recycling Incentives Program that will be accessible through the Orion Township website.

The portal for residential customers to access their Recycling Incentives should be easy for the consumer to navigate and the appearance should reflect the goals of Orion Township recycling efforts.

Features of the website accessibility can include but are not limited to:

- Log In Page
- Subscribe/Unsubscribe Page
- Account Confirmation Page
- Forgot Password Page
- Account Home Page
- Address Maintenance Page
- Account Maintenance Page
- Help Page
- Maintenance and Technical Support Information

The vendor will be responsible to perform administrative functions to include, but not limited to; adding addresses to user accounts, correcting addresses, searching user accounts, activate/deactivate and unlock user accounts, change user passwords and retrieving statistics.

16. REPORTING / TRACKING

Vendor will provide reports showing Orion Township recycling performance data by geographic area to be defined by Orion Township. The performance must be accurately measured based on the GPS data provided by the Township’s contracted hauler – summarized by collection routes and days of service. The geographical areas will be defined by Orion Township but not limited to collection route, streets, blocks, neighborhoods and parcel areas. The Vendor must display current and historical trends in the provided reports for any of the defined geographical areas.

System shall allow complete visibility of every resident’s collection event by truck, route, address, location, date and time.

System shall provide detailed statistics on truck time per route, pick-up and other relevant collection operation metrics.

System shall provide detailed visibility to all routed trucks by GPS location and associated address of each pick-up. Visibility shall be both graphical (map) and contextual (list) in nature.

System shall provide detailed visibility to “unauthorized” pick-up events.
System shall provide detailed visibility to containers by container address association and by container GPS location of service.

System must provide all reports and data delivery via hosted web-based applications.

Vendor shall be responsible for providing data and reports through the program that can be generated by Orion Township on an as needed basis.

The data collected must be searchable and reporting features must be included in the system.

Vendor will track, manage, and report program performance data no less frequently than once per month.

Areas of program performance to be reportable include but are not limited to:
- Participation by neighborhood, geographical areas
- Participation by time (e.g., comparing participation over quarters or specific timeframe)
- Ability to compare data over a period(s) of time

Vendor shall include additional reporting capabilities with their technical proposal.

17. SYSTEM MAINTENANCE

During the entire term of the contract, including any renewal term and/or contract extension, the Vendor shall provide software maintenance to keep the system in, or restore the system to, good working order.

All "off-the-shelf" software technology proposed shall be available at the time of the Vendor’s submittal.

Vendor must provide telephone support under the maintenance agreement.

Vendor must describe the availability of telephone support and the scope of maintenance services provided under software maintenance in their proposal.

18. SYSTEM SECURITY

Respondent must briefly describe their general security philosophy, posture, and approach to ensure optimal security protection would be achieved for the systems deployed as a result of this solicitation.

Information security control must include, but are not limited to the following:
- Describe facilities security including site and system access, monitoring, staff professional certifications, and background checks;
- Describe network security including firewalls, encryption, redundancy, firewalls, encryption of communication between the hosted environment and the Internet, and port filtering and network monitoring.
SECTION 06 – SUBMISSION REQUIREMENTS AND FORMS

Proposer’s will submit a Proposal Package that will consisting of the following three (3) sections with Section III packaged as the Cost Proposal:

1. Section I Proposal Summary
2. Section II Technical Proposal
3. Section III Cost Proposal

The Proposal Summary section is intended to serve as the document which proposal evaluators can use to quickly understand technical, business and cost aspects of the proposal. The items listed in the following subsections are required elements of the Proposal Summary. The Proposal Summary must be submitted with the Technical Proposal and the Cost Proposal.

- Transmittal/Certificate Letter with Proposal Authorization Signature
  The Transmittal/Certification letter must be signed by an officer of the proposing organization empowered to sign a document that commits the proposer to the obligations in the proposal.

- Introduction to Proposal
  Proposers should provide an overview of their proposal including a brief summary of the proposer, their services, corporate ownership, resources, track record and ability to meet the needs of Orion Township as expressed in this Request for Proposals.

- Performance Bond
  All proposals must be accompanied by a letter from a Surety, licensed to do business in the State of Michigan, stating that proposer is able to obtain performance bonds in the sum of one hundred thousand ($100,000) Dollars.

1. TECHNICAL PROPOSAL
   The Technical Proposal is intended to serve as the document which proposal evaluators can use to quickly assimilate all technical and business aspects of the proposal. The items listed in the following subsections are required elements of the Technical Proposal. A proposal checklist and required forms are contained in Attachment B: Technical Proposal Forms and Checklist.

2. TECHNICAL PROPOSAL FORMAT
   (the following should be included)

   Table of Contents: Identify contents by tab and page number

   TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

   - The proposer's understanding of the work to be performed.
   - A positive commitment to perform the service within the time period specified.
   - The names of key persons, representatives, project managers who will be the main contacts for Orion Township regarding this project.
TAB 2 - Qualifications. (Abilities, Experience and Expertise) The following information should be included:

- A statement of qualifications, abilities, experience and expertise in providing the requested services.

- A description of what qualifies your company, financial and otherwise, to provide Orion Township with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.

- An assessment of the proposer’s abilities to meet and satisfy the needs of Orion Township, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the vendor’s inability to meet some of the requirements of the specifications.

- References – A minimum of five reference communities, for whom you have provided similar services. Include the name of entity, contact person’s names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.

- Identification of senior and technical staff to be assigned to Orion Township. Staff named in the proposal may not be substituted without permission of Orion Township.

- Resumes, including relevant experience may be included.

TAB 3 – Project Plan AND Method of Approach. Clearly define the services offered in response to the recycling incentive program requirements defined in this RFP and your method of approach to include, but not limited to the following elements:

- Overview
- Implementation of Program
- Performance Measures
- Future Improvements
- Ownership of Material
- Training for Township

Provide a complete and concise explanation of how it will provide the requested recycling incentives program for Orion Township’s residential recycling program. Provide an implementation plan that includes a detailed timeline of the steps to design, promote, and implement the incentive program.

Vendor shall illustrate how their proposal, in addition to the required elements, adds value to Orion Township’s recycling program in the areas of sustainability, education, community partnerships, and product stewardship (e.g., the use of post-consumer recycled materials in the education and outreach component, how technology can assist with waste minimization, and other innovative or emerging solutions). Value-added elements are not required, although preference will be given to proposals that demonstrate these factors.

TAB 4 – Recycling Incentive Program AND Communication Plan.
Clearly define the services offered in response to the recycling incentive program requirements defined in this RFP and your method of approach to include, but not limited to the following elements:

- Recycling Incentive Program
- Communication Plan
- Customer Service / Residential Customers
- Community Outreach

Vendor shall demonstrate their understanding of the project described herein. As part of the vendor’s description of the project, they should further be able to clearly illustrate how their organization will approach the project, and in detail describe how they propose to meet Orion Township’s objectives including recycling program education, outreach, and promotion, increasing waste diversion, increasing recycling participation, developing business-community partnerships, and collecting and managing participation data for Orion Township’s recycling program.

TAB 5 – Software System, Compatibility AND Reporting Functionality.

Clearly define the software system and features to include, but not limited to the following elements:

- Recycling Program Website
- Reporting / Tracking
- System Maintenance
- System Security

Vendor shall provide all necessary and relevant specifications for their products and services, including necessary software and hardware for Orion Township’s recycling program. Proposal shall also clearly illustrate the steps and processes to identify, enroll, and support local partners, and what ongoing communication will occur. Proposal shall also clearly illustrate how residents will be expected to interact with system on an ongoing basis and include examples of monthly performance reports and other data that will be regularly transmitted to Orion Township.

TAB 6 – Financial Qualifications

Proposers must provide a description of relevant Financial Qualifications as described below. Orion Township will make best efforts but makes no representation that it will be able to maintain total confidentiality of Proposer’s financial information. A Proposer that submits financial information that asks to have that information treated as confidential should submit a statement justifying the request, cross reference it in the proposal, and label such confidential information as a separate attachment, clearly identifying it as confidential. At all times, Orion Township will comply with the provisions of the Michigan Freedom of Information Act as required by State law.

Financial information to be included with the proposal includes:

- The Proposed Contractor’s summary financial statements for the past three (3) fiscal years. These statements must include, at a minimum, statements of financial position and changes in financial position.
- If the entity that will sign the Agreement has a parent company or is proposing a joint venture, the parent company or joint venture company(s) must also provide financial
statements for the most recent three (3) fiscal years. The parent company must provide a statement indicating its intent and means to provide financial assurance of performance.

- If the entity that will sign the Agreement has been in existence less than three (3) years, the Proposer must provide sufficient financial data to substantiate, to the satisfaction of Orion Township, the Proposer’s financial capability and viability of the entity.
- In addition to the financial statements, the Proposer must provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent company or owners if they are providing financial assurance of performance) since the date of the last audited financial statements.
- Financing of the services and equipment will be the sole responsibility of the successful Proposer. Proposer must demonstrate that it can provide the required financing from either 1) internally generated funds or 2) commitments from external sources
- Disclose any changes or contemplated changes in the structure of the firm (e.g., mergers, spin-offs and acquisitions) that may impact its financial condition.

Orion Township reserves the right to require submission by Proposer, at no cost to Orion Township, of certified audited financial statements for the Proposers and/or an opinion by a Certified Public Accountant with regard to the financial status of such proposer, including ownership of or interest in equipment and facilities prior to award of an Agreement.

**TAB 7 – Litigation History**

The Proposer must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings and civil actions involving $100,000 or more and all criminal legal actions in which the company, its parent company, subsidiaries, all partners or principals were involved. For each case, the Proposer must provide the following:

- The name of the claim, arbitration, litigation or action
- The amount at issue or the criminal charges alleged
- The status or final disposition of the case

The Proposer must also provide details of any current or threatened legal actions in Michigan against the Proposer or its parent company, subsidiaries, all partners or principals or joint venture company(s) by a governmental entity contracting with the Proposer or its parent company for services relating to recycling incentive service provision or against such a government entity by the proposer or its parent company or joint venture company(s). For each action, the Proposer must provide the following:

- The name of the action and the court in which the action is pending
- The action number and the amount at issue

The Proposer shall inform Orion Township if it has had a permit, franchise, license, entitlements or business licenses that have been revoked or suspended in the last five (5) years.

The Proposer must list any claims against a Bid or Performance Bond and the results of any contractual defaults or termination over the last five (5) years.

3. **COST PROPOSAL AND PROPOSAL FORMAT**

The cost portion of the proposal should include the following elements:

Provide an annual lump sum not-to-exceed all-inclusive costs for the program by contract year for each year of the initial contract term. Include all aspects of the project, to include, but not limited to, the implementation of the program, development of the
website, reward program administration and community outreach.
Include a detailed explanation of all milestones and deliverables with a listing of any and all itemized charges.

4. **PROPOSAL FORM SIGNATURE PAGE**
An officer of the proposing organization empowered to sign a document that commits the Proposer to the price quotes stated in the cost proposals must sign the Proposal Form Signature Page (Attachment D).
ATTACHMENT A

Map of Township
ATTACHMENT B

TECHNICAL PROPOSAL FORMS AND CHECKLISTS

CHECKLIST:

PROPOSAL SUMMARY

<table>
<thead>
<tr>
<th>Transmittal/Certificate Letter with Signature</th>
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<tr>
<td>Introduction to Proposal</td>
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<td>Letter from Surety on Performance Bond</td>
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TECHNICAL PROPOSAL

<table>
<thead>
<tr>
<th>Form A</th>
<th>Statement of Organization</th>
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<tr>
<td>Form B</td>
<td>Attached Organizational Chart and Resumes – Summary Description and Work Plan</td>
</tr>
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<td>Form C</td>
<td>Contractor Reference Forms</td>
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<td>Form D</td>
<td>Exceptions to Agreement</td>
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<tr>
<td>Additional Required Information</td>
<td>Insurance</td>
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<td>Additional Required Information</td>
<td>Financial Qualifications</td>
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<tr>
<td>Additional Required Information</td>
<td>Litigation History</td>
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</table>
## PROPOSER’S STATEMENT OF ORGANIZATION

1. Full name of business:

2. Principal business address:

3. Principal Contact Person(s):

4. Form of Business (Corporation, Partnership, Joint Venture, Other)

5. If a corporation, in what state incorporated and date of incorporation:

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6. If a Joint Venture or Partnership, provide date of agreement:

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7. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of proposer. Provide proof of the ability of the individuals so named to legally bind the proposer.

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8. List all firms participating in this project (including prime contractors, subcontractors, operators, major equipment suppliers, etc.)

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9. Outline specific areas of responsibility for each firm listed in Question 8

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<th>Name</th>
<th>Responsibilities</th>
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10. Identify the provisions of any agreement between parties, which assigns legal or financial liabilities or responsibilities.

11. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the parent firms and the relationships.
1. Organizational Chart: Attach an organization chart(s) for the proposer’s staff showing for each Service Type the necessary staffing by position, number of staff per position and organization responsibilities of each staff position and qualifications required for each position.

2. Professional/Management Staff Resumes: For professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual(s) areas of expertise and experience. Resumes must be provided in the following format, however additional information may be provided at the option of the proposer.

- Names and Title
- Project Assignment
- Name of Company
- Years’ experience with current company or other companies
- Education; include degrees, year and specialization
- Professional reference (list 3)
- Other relevant experience and qualifications

List Names and Title of attached professional/management staff resumes:

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CONTRACTOR REFERENCE FORM

Provide a separate form for each of the five reference communities that your company provides recycling incentive services for.

<table>
<thead>
<tr>
<th>Community Name:</th>
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<td>Community Address:</td>
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<tr>
<td>Community Contact Name:</td>
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<td>Contact Phone Number:</td>
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<tr>
<td>E-mail Address:</td>
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Describe Services Provided to this Community:

2018 Pricing for all Services Provided by Contractor to Community
TECHNICAL PROPOSAL – FORM D

Exceptions to Request for Proposals Specifications and Service Agreement

Proposers are to prepare the Cost Proposal forms based on the program specifications set forth in the Request for Proposals documents, without considering any exceptions that may be set forth on this form.

In the event the proposer takes exception to the Request for Proposals specifications they may set forth those exceptions in the following manner:

• The exceptions are to be presented on a paper whose pages are titled, “Form D: Exceptions to Agreement”.

• Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the agreement language related to the exception, the manner in which the proposed change would benefit Orion Township, the customers or both, and the specific dollar change in each of the various services rates, as proposed by the proposer in this Request for Proposals, that would take place if the exception was accepted by Orion Township.

• The exceptions must be followed with the following language without exception.

• This form must be signed by an individual authorized to commit the proposer’s firm to the agreement in the manner set forth below.

<table>
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Please note that if exceptions are taken, all required information, as set forth above must be submitted.
COST PROPOSAL FORMS AND CHECKLISTS – ATTACHMENT C

CHECKLIST:

COST PROPOSAL FORM A

| Cost Proposal Item A-1 – lump sum not-to-exceed all-inclusive costs for the program by contract year for each year of the initial contract term |

ATTACHMENT C

COST PROPOSAL FORM A

Item A-1: Lump sum not-to-exceed all-inclusive costs for the program by contract year for each year of the initial contract term.

<table>
<thead>
<tr>
<th>Cost Proposal Form A - Item 1</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recycling Incentive Program</td>
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<td>$</td>
<td>$</td>
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</table>
ATTACHMENT D
PROPOSAL FORM – SIGNATURE PAGE

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

<table>
<thead>
<tr>
<th>Company Name:</th>
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<tbody>
<tr>
<td>Address</td>
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<tr>
<td>Address</td>
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<td>City</td>
<td>State</td>
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<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
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</table>

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

The undersigned, having familiarized ourselves with the local conditions affecting the cost of the work and with the Request for Proposal and Contract Documents, hereby propose to perform everything required to be performed by virtue thereof, and to provide and furnish all labor, equipment and supervision necessary to perform and complete in an efficient manner all of the work and services required to be performed at the following unit prices as herein stated and further defined in the specifications and other contract documents.

It is understood that all proposed prices shall remain in effect for at least one hundred eighty (180) days from the date of the proposal opening to allow for the award and that, if chose the successful contractor, the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal
as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or
agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder’s fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer’s services, or (2) benefit from an award resulting in a “Conflict of Interest.” A “Conflict of Interest” shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Township. Proposers shall identify any interests, and the individuals involved on separate paper with the response and shall understand that the Township, at its discretion, may reject their proposal.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Proposer acknowledges receipt of the following Addendum (if applicable) through his/her initials next to each applicable Addendum listed below:

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Initials</th>
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<tbody>
<tr>
<td>#1</td>
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<td>#5</td>
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</tbody>
</table>

The undersigned states that the prices proposed are submitted in full compliance with the provisions of the Request for Proposals to which this cost proposal is a response.

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSALS  
RECYCLING INCENTIVES PROGRAM  

Opening Date: Monday, July 1, 2019 – 2:00 p.m.  

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Cost Proposal</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rewards for Recycling</td>
<td>Yr. 2020, $130,000</td>
<td>2021-2024, Tab 8</td>
</tr>
<tr>
<td>Recycling Perks</td>
<td>Yr. 2020, $185,263</td>
<td>2021-2024, Tab 7, Page 55</td>
</tr>
<tr>
<td>RecycleBank</td>
<td>Yr. 2020, $88,818</td>
<td>2021-2024, P. 34</td>
</tr>
</tbody>
</table>

Opening Witnessed By:  

[Signatures]  

Date Bids Opened: 7-1-2019
Agenda Item Summary

To: Township Board Members
From: Chris Barnett, Township Supervisor
Meeting Date: August 5, 2019
Memo Date: August 1, 2019
Subject: Accept Recycling Partnership Grant

REQUEST
The request is to accept the Recycling Partnership Grant and enter into an agreement with the Recycling Partnership for the administration of the grant.

REASON
To support the new residential curbside recycling program and help offset the residential cost for curbside recycling carts, the Township applied for a Recycling Partnership grant for the amount of $204,656. This represents $15.00 per qualifying curbside recycling cart and $1.00 per cart for supportive education and outreach materials. For the purposes of this grant, the amount was requested for 12,791 carts. This is a reimbursable grant, with no local match.

The Recycling Partnership Grant agreement would govern the use of money granted to Orion Township by Recycling Partnership, Inc. The cash grant is in an amount not to exceed $204,656 and is to be used to improve and enhance Orion Township’s residential curbside recycling program. In addition to the cash grant, Recycling Partnership, Inc. will provide the Township with access to resources, partnership staff time, and other services, with an estimated value of $125,000.

In return for the grant money and services provided by Recycling Partnership, Inc., the Township will commit staff time and resources to the planning and implementation of the project as outlined in Attachment A of the attached Agreement. This includes but is not limited to producing and distributing educational materials, conducting recycling program operations, supporting research and program analysis, complying with reporting requirements, and participating in local press events, all of which are included in the costs of service for residential curbside collection and the recycling incentive program, excluding Orion Township staff time.

The term of the Recycling Partnership Grant Agreement is through February 28, 2021, however Recycling Partnership, Inc. has indicated that this may be adjusted if need be. Grant money will be disbursed to the Township upon submitting a reimbursement request to Recycling Partnership, Inc. (the procedure for reimbursement is described in detail in sec. 5 of the Agreement). The Agreement may be amended in writing signed by the parties but is contingent on approval by the Board of Trustees. Either party may terminate the agreement in writing with 30 days’ notice.

BUDGET - Financial Item? X Yes No

RECOMMENDATIONS (Motions)

The recommended motion is to approve the Recycling Partnership Grant Agreement between the Charter Township of Orion and the Recycling Partnership, Inc., and authorize the Township Supervisor and Clerk to execute same.
RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the date executed below, by and between The Recycling Partnership, Inc. (“The Partnership”) and the Charter Township of Orion, MI (“Grantee”), which are referred to collectively herein as the “Parties.”

1. **Grant Agreement Documents**: This Grant Agreement consists of this document and its attachments; (a) Terms and Conditions (Attachment A), and (b) Grantee’s Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written. The Parties may amend the Grant Agreement as provided in Paragraph 8.

2. **Term**: The Grant Agreement shall be effective during the Grant Period, which begins on the execution date below and ends on February 28, 2021, unless the Parties agree to amend the Grant Agreement as provided in Paragraph 8.

3. **Grantee’s Duties**: Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.

4. **Duties of Partnership and Grantee**: The Partnership shall make a cash grant to the Grantee in an amount not to exceed TWO HUNDRED FOUR THOUSAND SIX HUNDRED FIFTY SIX DOLLARS ($204,656) to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing Grantee’s residential curbside recycling program (“Cash Grant”). The details of the cash grant and the anticipated costs and expenditures associated with this grant project are detailed in the section f, Project Budget and Grant Funding, found in Attachment B, the Grantee’s Workplan.

In addition to the provision of direct grant funding, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS ($125,000). The purpose of these in-kind services is to support Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including graphic design customization. The amounts set forth below represent The Partnership’s intended distribution of the in-kind resources to the Grantee:
In exchange for the Cash Grant and in-kind resources from The Partnership, the Grantee will (i) commit staff time and resources for the planning and implementation of the project, including producing and distributing educational materials, conducting recycling program operations, supporting research and program analysis, and providing additional support as the project requires in the Grantee’s Workplan Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Grantee’s Work Plan in accordance with the Anticipated Implementation Timeline described in the Grantee’s Work Plan.

5. **Distribution Provisions:** The Partnership shall distribute Grant funds to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period. An allowable expenditure is one associated with work performed or goods or services acquired to complete the Grantee’s Work Plan as outlined in Attachment B hereto determined by The Partnership in its sole and absolute discretion. Excluding the final payment of grant funds, The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 below documenting allowable expenditures. Total distributions from The Partnership will not exceed ninety (90) percent of reimbursable costs until the submittal of a final project report; the remaining ten (10) percent of reimbursable expenses shall be paid upon final report submittal. Grant proceeds may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of Grant funds.

6. **Invoices:** As described in section u, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership, which shall include copies of invoices for allowable expenditures for which the Grantee is seeking reimbursement. The Grantee’s final invoices must be received by The Partnership with the Grantee’s Final Report, as described in section t, Reporting and Additional Post Award Requirements, of Attachment A. With respect to all invoices submitted to The Partnership, the Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by Grantee for work and services associated with allowable expenditures, and documentation that provides evidence of payment by the Grantee for all allowable expenditures submitted. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon presentation of herein described invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety (90) percent of the amount of grant funds to be provided by The Recycling Partnership for allowable expenditures and with the final ten (10) percent becoming available as detailed in Paragraph 5 above.
7. **Grant Contacts**: Programmatic contacts are set forth below.

<table>
<thead>
<tr>
<th>Partnership Chief Community Strategy Officer:</th>
<th>Partnership Project Manager:</th>
<th>Grantee Project Manager:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cody Marshall</td>
<td>Jill Martin</td>
<td>Samantha Timko, Chief Assistant to the Supervisor</td>
</tr>
<tr>
<td>Telephone: (919) 612-7127</td>
<td>Telephone: (920) 540-0179</td>
<td>Telephone: 248-391-0304 x1002</td>
</tr>
<tr>
<td>Email: <a href="mailto:cmarshall@recyclingpartnership.org">cmarshall@recyclingpartnership.org</a></td>
<td>Email: <a href="mailto:jmartin@recyclingpartnership.org">jmartin@recyclingpartnership.org</a></td>
<td>Email: <a href="mailto:stimko@oriontownship.org">stimko@oriontownship.org</a></td>
</tr>
</tbody>
</table>

8. **Changes and Amendments**: Any change to this Grant Agreement that increases or decreases the amount distributable to the Grantee is not effective until approved in writing by the Chief Community Strategy Officer of The Partnership. The Grant Agreement may be amended or modified in writing signed by the Parties, subject to the approval of the Charter Township of Orion Township Board by resolution.

9. **Signature Warranty**: Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

10. **Subject-to-Appropriations**: All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the city council, board of commissioners or board of trustees of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent that the Charter Township of Orion appropriates sufficient funds for the Grantee to perform its obligations hereunder.
The parties have executed this Grant as of the date last below written.

The Recycling Partnership, Inc.

Signed By ________________________________

Cody Marshall,
Chief Community Strategy Officer

Signed by The Recycling Partnership on this date:

____________________________________

Charter Township of Orion, MI
Township Board Supervisor

Signed By: ___________________________

DATE: ____________________________
Attachment A: Terms and Conditions

a. Termination: Either Party may terminate the Grant Agreement in writing with thirty (30) days’ notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate the Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to mitigate the specified reasons, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such case, the Grantee is entitled to retain a percentage of the Cash Grant distributed from The Partnership equal to the total amount of actual allowable expenditures incurred for educational and outreach efforts prior to termination.

b. Notices: All notices required by the terms of this Grant Agreement must be delivered by email with a read receipt requested to The Recycling Partnership at cmarshall@recyclingpartnership.org with a copy to jmartin@recyclingpartnership.org.

All notices required by the terms of this Grant Agreement must be delivered by email with a read receipt requested to Grantee’s Project Manager, Samantha Timko, at stimko@oriontownship.org with a copy to Chris Barnett, Township Supervisor, at cbarnett@oriontownship.org.

c. Recycled Paper: The Partnership encourages the Grantee to seek that all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty (30) percent post-consumer recycled content, only if cost effective.

d. Lobbying: The Grantee shall not use or appropriate any funds received from The Partnership to carry on propaganda or otherwise attempt to influence legislation.

e. Compliance with Work Plan: The Grantee shall substantially adhere to the timeline and objectives detailed in the Grantee’s Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.

f. Extensions: No-cost time extensions are possible, but not guaranteed by The Partnership. If the Grantee seeks a no-cost time extension, the Grantee shall submit a written request for extension to the Chief Community Strategy Officer of The Partnership at least SIXTY (60) days prior to the end of the Grant Period.

g. Retroactive Costs: Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Chief Community Strategy Officer of The Partnership.

h. Travel Expenses: Grant funds from The Partnership may not be used for travel expenses without prior written approval from the Chief Community Strategy Officer of The Partnership.
i. Technical Assistance: The Grantee agrees to work with The Partnership during the design, implementation and monitoring of the program improvements, both educational and operational, during the Grant Period.

j. Collection Frequency: When a grant project involves funding in support of curbside recycling, Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:

- Weekly collection: minimum of 64+ gallon cart is required.
- Every other week collection: 93+ gallon cart size is required.

Grantee, at its discretion, may distribute carts that are smaller than required above but such carts will not be eligible for grant funding.

k. Cart Distribution: When a grant project involves grant funding in support of the purchase and distribution of carts for curbside recycling, Grantee must distribute carts for recycling collection free of additional charge to residents beyond standard monthly utility rate for waste and recycling services and in accordance with existing policies and procedures of the Grantee.

l. RFID (Radio Frequency Identification) Tags: When a grant project involves grant funding in support of the purchase and distribution of carts for curbside recycling, Grantee must acquire and distribute carts with embedded RFID tags.

m. Material Collection: The Grantee shall provide a listing of the materials currently accepted for recycling. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility (MRF), hauler (if applicable) and The Partnership and/or a contractor hired at The Partnership’s expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.

n. Educational Best Practices: When working with communities that are distributing recycling carts The Partnership utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 1) a direct-to-resident information card/hanger informing them that carts are coming; 2) a kit of information delivered with the cart, which includes an acceptable materials magnet/sticker, an introductory card, service calendar, etc.; and 3) use of oops/congrats tags or other anti-contamination strategies to reinforce correct recycling behavior after carts have been delivered. At a minimum The Partnership requires that grant funds allocated for education and outreach be used toward the procurement of these key three (3) items unless otherwise agreed in advance between The Partnership and the Grantee. To support an effective campaign, The Partnership encourages the Grantee to select at least two (2)
additional awareness communication components, such as billboards, digital and/or print advertisements, festival/event kit, truck signage, etc. Finally, The Partnership requires that the Grantee update its websites to communicate the basics of the cart roll out to its citizens and community and that its website include at a minimum a listing of acceptable materials and how to gain additional information about recycling collection schedule.

**o. Press Events:** The Grantee agrees to participate in local press events related to The Partnership, which may include, but is not limited to, press releases, interviews, ribbon cutting ceremonies, etc. The Partnership agrees to give reasonable notice to the Grantee Key Personnel regarding any such press events.

**p. Graphic Design Edits:** The Partnership will work closely with the Grantee to customize educational materials to fit the needs of the campaign in accordance with the timeline established by the Parties. The Grantee must give at least one week’s notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee chooses to utilize a third-party service provider for the design of education and outreach materials instead of working directly with The Partnership, then The Partnership agrees to cooperate with the third-party service provider by providing access to Partnership tools, artwork and images for use by the third-party provider in service of the Grantee. The Partnership will not, however, provide customized design work on behalf of the third-party service provider. The Partnership will work closely with the Grantee on campaign materials and will provide two rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between The Partnership and Grantee.

**q. Logo Usage:** The Partnership requires that the Grantee use The Partnership logo with the phrase “Funded in part by,” to be included on all education materials associated with the Grant project that are to be supported by Partnership grant funding. When a Partnership project is majority funded by one funder, then in addition to The Partnership logo, that funder may also need to be called out by Grantee in communications materials with the “funded in part by” language, and the use of additional funder logo(s) may be requested, with the final product to be developed by mutual agreement between The Partnership and Grantee. Prior to finalization, The Partnership requests proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership and funders thereof. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within one (1) week (five (5) business days), or to forfeit the right to require the use of The Partnership logo, and any additional funders’ logos and associated “Funded in part by” phrasing. Grantor understands that under no circumstances can the Grantee appear to be endorsing or advertising on behalf of a private business.

**r. Compliance with Patent, Trademark and Copyright Laws:** The Partnership and Grantee agree that all work performed under this Grant Agreement, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The Partnership and Grantee further agree that neither will use any protected patent, trademark or copyright in performance of their respective work unless The Partnership or Grantee has obtained proper permission and all releases and other necessary documents. The Partnership and
Grantee agree to release, indemnify and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Grant Agreement which infringes upon any patent, trademark or copyright protected by law.

s. Electronic Signatures and Electronic Records: The Partnership consents to the use of electronic signatures by the Grantee. The Grant Agreement, and any other documents requiring a signature under the Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of the Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

t. Reporting and Additional Post-Award Requirements: The Grantee shall comply with reporting requirements, including:

- In order to establish a baseline for measurement of project success, the Grantee shall provide monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project is initiated. It is understood that due to the nature of recycling service in the Grantee’s community prior to the implementation of this grant project that recycling tonnage may not be available, and the Parties agree to work together to estimate recycling tonnage for the baseline time period.

- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis through the end of the Grant Period as defined in Paragraph 2 of the Grant Agreement or for the period of time extending one (1) calendar year beyond the date of the implementation of the recycling project funded by The Recycling Partnership, whichever is later. These reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.

- Post-grant Long Term Reporting using the Municipal Measurement Program: In addition to providing The Partnership with monthly waste and recycling data, the Grantee shall establish an account with the Municipal Measurement Program (MMP) System for annual reporting. Reporting in the MMP system is free and reporting involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. To aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the Municipal Measurement Program (MMP) System for five (5) years following the implementation of the grant project.

- The Grantee shall submit a draft Final Report to The Partnership at least thirty (30) days prior to the end of the Grant Period for review. The Partnership will provide the required format for the Final Report and feedback to the Grantee about the draft Final Report including necessary changes and points of clarification within two weeks of receipt of the draft report, and a complete Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.

- Additional reporting requirements may be included in Grantee’s Work Plan, Attachment B.
u. Reimbursement: As stipulated in Paragraph 5 of the Grant Agreement, grant funds will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. All invoices should be accompanied by associated proof that Grantee has made payment for the invoices in question. Acceptable proof of payment can include copies of canceled checks or Grantee finance system reports showing that the payment has been made.

The Partnership shall reimburse Grantee for actual allowable expenditures with The Partnership retaining a minimum of ten (10) percent of the grant funds until all grant related activities are completed and all reports are received and accepted. The remaining ten (10) percent of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described above in the section t, Reporting and Additional Post-Award Requirements.

The Partnership may withhold payment of grant funds if Grantee is delinquent in meeting its reporting obligations as spelled out in section t, Reporting and Additional Post-Award Requirements, above.
Attachment B: Grantee’s Workplan

a. Background: The Charter Township of Orion does not presently operate a public recycling program, and instead the community uses a local Solid Waste and Recyclable Materials Collection Ordinance to permit waste haulers and further require that haulers offer to provide curbside recycling services to single and multifamily residents that they serve. While the recycling service offered by permitted must meet the minimum recycling collection standards, the end result is a system with a wide variety of service levels and collection frequencies, and the Township has not been able to collect or obtain any data related to the volume or tonnage of residential recyclables collected or the degree of community participation in recycling efforts.

In an effort to streamline and advance public recycling services, Orion Township has issued a Request for Proposals (RFP) for a single-hauler to provide waste and recycling service within the jurisdiction. Township staff are currently evaluating the proposals received. The objective of the RFP process is to identify secure a single service provider to provide weekly cart-based curbside recycling service to all eligible households within its jurisdiction. This program will collect fully commingled single-stream recyclables. Township staff estimate that curbside recycling services will be available to approximately 12,791 households. The selected hauler will be responsible for ordering, delivering, maintaining and replacing recycling carts, though the carts will be the property of the Township. The selected hauler will also be responsible for identifying and securing the services of a Materials Recovery Facility to process the commingled recyclables collected from Township residents.

b. Project Description: With the support of grant funding and assistance from The Recycling Partnership and the State of Michigan’s Recycling Infrastructure Grant, The Township of Orion will work with a Township selected hauler to purchase and distribute recycling carts to all eligible households within its jurisdiction to implement weekly cart-based curbside recycling service that will be automatically available. The Township will primarily distribute 95+ gallon recycling carts to most curbside recycling households, though it may, at its discretion, also choose to distribute 64+/- gallon carts to select residents. The goal is to broadly adopt a uniformly sized recycling cart as standard collection equipment while still accommodating those households and citizens with special needs. In addition, with support from The Recycling Partnership and its selected hauler, Orion Township will implement a jurisdiction-wide education and outreach campaign to support its curbside recycling program.

c. Measurement Plan: With the cooperation of its contracted hauler, the Grantee will implement a system for tracking the number of households eligible to receive curbside recycling service along with the number of households actually utilizing said service as determined through the measurement of curbside recycling set out rate. The Grantee will also implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables, with the particular goal of measuring waste and recyclables generated by and collected from curbside recycling eligible households. To the degree possible, the Grantee will also work with The Partnership, its contracted hauler, and the hauler-chosen material recovery facility operator to evaluate contamination and participation rates of recovered materials, as resources allow. Reports will be provided to The Partnership as outlined in section t, Reporting and Additional Post-Award Requirements, as set out in Attachment A.
d. Public Outreach Plan: The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of Grantee’s curbside recycling program utilizing the approach outlined in section n, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on engaging long-term recyclers as well as new program participants to keep the recycling stream clean and to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A heavy emphasis of this campaign will be around educating residents about how to properly prepare materials for recycling. The educational effort will target all curbside recycling households in the Grantee’s service jurisdiction and will at a minimum utilize these supporting tools:

• Direct to resident “Carts are Coming” informational mailers or utility bill inserts for all curbside households;
• A packet of information about recycling to be delivered with the cart to all households that receiving a recycling cart; and
• The implementation of anti-contamination strategies to reinforce correct recycling behavior.

In addition, and as agreed upon by The Partnership and the Grantee, outreach efforts may be expanded to include the following:
• Public activation event to drive citizen engagement in recycling;
• Social media boosting;
• Paid advertisements; and
• Other strategies determined effective by Grantee and The Recycling Partnership.

e. Anticipated Implementation Timeline: The Partnership and the Grantee agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of this grant project. The anticipated key dates in the project are as follows:

• August 2019 – Township Board finalizes plan to implement single-hauler system and selects hauling contractor.
• September 3, 2019 – Initiate planning for education and outreach campaign in support of the upcoming changes to Grantee’s curbside recycling program.
• October 14, 2019 – Begin public-facing education and outreach efforts.
• December 1, 2019 – Begin cart assembly and distribution.
• December 30, 2019 – Complete distribution of recycling carts to all eligible households.
The Recycling Partnership and Grantee acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are set out as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then The Partnership and the Grantee agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in section b, Project Description, above. In addition, and as necessary, the parties may decide to modify the Grant Agreement end date as stipulated in Paragraph 2 of the Grant Agreement.

f. Project Budget and Grant Funding: The Recycling Partnership’s Residential Curbside Recycling Cart Grant Program provides grant funding in the amount of $15.00 for qualifying curbside recycling carts and $1.00 per household for supportive education and outreach materials. Qualifying recycling carts meet the conditions defined in sections j, k, and l of Attachment A. The actual amount of grant funds to be paid (Cash Grant) may vary based on the actual number of carts distributed as well as the total number of households served by the curbside recycling program as determined at the time of cart distribution and as verified by Grantee staff and documents provided according to Paragraph 6 of the Grant Agreement. The budget for the Cash Grant as illustrated below has been developed around the provision of recycling carts and supportive education and outreach to 12,791 households in Orion Township.

The amounts set forth in the table below represent The Partnership’s intended distribution of the grant funds to the Grantee:

<table>
<thead>
<tr>
<th>Grant Element</th>
<th>Description</th>
<th>Grant Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recycling Carts</td>
<td>Grant funding to support the purchase and distribution of qualifying recycling carts for all eligible households in the Orion Township for automatic weekly curbside recycling collection.</td>
<td>$191,865</td>
</tr>
<tr>
<td>Education and Outreach Support</td>
<td>Grant funding to implement a recycling education and outreach campaign in support of curbside recycling.</td>
<td>$12,791</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$204,656</strong></td>
</tr>
</tbody>
</table>

All costs associated with project implementation beyond the direct grant funding from The Recycling Partnership will be the responsibility of the Grantee. It is understood that actual expenses may vary depending on a variety of factors including grant funding from the State of Michigan Recycling Infrastructure Grant Program, the number of recycling carts distributed, the number of households served by the curbside recycling program, and the actual expenses associated with Grantee’s education and outreach effort. Upon mutual agreement of The Partnership and Grantee, the final allocation of Partnership grant funds may be adjusted between individual expense categories as necessary. The actual amount of grant funding paid will be based on actual reimbursable expenditures as outlined in section u, Reimbursement, of Attachment A, and the total amount of grant funding paid is not to exceed the amount specified in Paragraph 4 of the Grant Agreement. Any expenditures to be made by the Grantee are subject to the requirements provided in Paragraph 10 of the Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.
Charter Township of Orion

Ordinance No. 154

Licensed Marihuana Facilities

Ordinance

Adopted November 6, 2017

Amended
AN ORDINANCE TO PROVIDE FOR THE REGULATION OF LICENSED MARIHUANA FACILITIES; TO DEFINE WORDS; TO AUTHORIZE THE OPERATION OF AND PROVIDE REGULATIONS FOR LICENSED MARIHUANA FACILITIES IN THE CHARTER TOWNSHIP OF ORION PURSUANT TO PUBLIC ACT 281 OF 2016, AS MAY BE AMENDED AND INITIATED LAW 1 OF 2018, MCL 333.27951 ET SEQ. AS MAY BE AMENDED; TO PROVIDE FOR AN ANNUAL FEE; TO PROVIDE PENALTIES FOR VIOLATION OF THIS ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH AND TO PROVIDE AN EFFECTIVE DATE.

ARTICLE I – INTERPRETATION AND CONFLICTS

1. Any term defined by the Michigan Medical Marihuana Act, MCL 333.26421 et seq., as amended (“MMMA”), and the Michigan Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951, et seq., as amended (“MRTMA”) shall have the definition given in the Act, as amended. If the definition of a word or phrase set forth below conflicts with the definition in the MMMA, MMFLA, or MRTMA or if a term is not defined but is defined in the MMMA, MMFLA, or MRTMA then the definition in the MMMA, MMFLA, or MRTMA shall apply.

2. This Ordinance shall not limit an individual’s or entity’s rights under the MMMA.

3. All activities related to Licensed Marihuana Facilities, including those related to a Medical or Recreational Marihuana Cultivation/Grower Facility, Secure Transporter, Processor or a Safety Compliance Facility shall be in compliance with the rules of the Michigan Department of Licensing and Regulatory Affairs or any successor agency, and the rules, Ordinances and regulations of the Charter Township of Orion.

4. Any use which purports to have engaged in the cultivation or processing of Medical or Recreational Marihuana into a usable form, or the distribution or testing of Marihuana without obtaining the required licensing set forth in this Ordinance, shall be deemed to not be a legally established use, and therefore not entitled to legal nonconforming status under the provisions of this Ordinance and and/or state law.

5. The Township recognizes and intends to follow and be consistent with all state laws, rules or regulations adopted, now and in the future, by the State of Michigan and/or Licensing and Regulatory Affairs (LARA). This Ordinance, without amendment, may be interpreted to allow and permit any State or LARA approved law, rule or regulation as currently exists or as adopted in the future.

ARTICLE II – DEFINITIONS

The following terms shall have the definitions given:

1. “Annual Fee” means the non-refundable annual fee of Five Thousand Dollars ($5,000.00) that the Township shall assess to defray the cost of administration and enforcement of this Ordinance.

2. “Applicant” means a Person or legal entity who applies for a Permit under this Ordinance.

3. “Application” means the application prepared by the Township for the use of an Applicant under this Ordinance. An Application shall be prepared by the Building, Planning & Zoning Director or Township Supervisor and made available on the Ordinance Effective Date.

4. “Application Fee” means a non-refundable application fee of up to Five Thousand dollars ($5,000.00) that the Applicant shall submit concurrent with its initial submission of any Application under this Ordinance for the processing of an Application which may include, among other things, planning & zoning review, inspections, investigation, and public hearings. The fee for the annual renewal of a Permit under this Ordinance shall be set by resolution of the Township Board of Trustees under its Schedule of Fees in an amount not to exceed Five Thousand dollars ($5,000.00).

5. “Authorized Signer” means the party that signs the Application: if the Applicant is an individual, by the individual; if a limited liability company, or a corporation, by an authorized agent.
6. “Effective Date” means the date this Ordinance becomes effective, which shall be the earlier of fifteen (15) days from the date of adoption or upon certification of the minutes of the meeting at which this Ordinance was adopted.

7. “Excise Fund Fee” means money due the Township from the Medical Marihuana excise fund under MCL333.27101 of the MMFLA by the State of Michigan.

8. “Grower”, as that term is defined in PA 281 of 2016, MCL333.27101 et seq., means a licensee that is a commercial entity located in this state that cultivates, dries, trims, or cures and packages marihuana for sale to a Processor or provisioning center.

9. “Licensed Marihuana Facility” means the building, buildings or parcel in or on which the Permit Holder shall operate as a medical or recreational marihuana Grower, Processor, Secured Transporter or Safety Compliance facility under the Act.

10. “Marihuana-Infused Product” means a topical formulation, tincture, beverage, edible substance, or similar product containing any usable marihuana that is intended for human consumption in a manner other than smoke inhalation.

11. “Marihuana Regulatory Agency” means the agency responsible for issuing licenses to medical and recreational facilities.


15. “Permit” or “License” shall be used interchangeably and is the formal document of approval issued by the Township under this Ordinance.

16. “Permit Holder” or “Licensee” is a Person who holds a Permit/License issued pursuant to this Ordinance for the purpose of securing a State Operating License under the Act.

17. “Person” for the purposes of this Ordinance is any natural person or business entity formed for the purpose of, or having an interest in, a Permit issued pursuant to this Ordinance.

18. “Processor” shall have the same meaning as that term is defined in PA 281 of 2016, MCL 333.27101 et seq., and Initiated Law 1 OF 2018 MCL 333.27953 et seq. PA 281 of 2016, MCL 333.27101 et seq. shall apply to medical marihuana facilities and Initiated Law 1 OF 2018 MCL 333.27953 et seq., shall apply to recreational marihuana facilities.

19. “Safety Compliance Facility” shall have the same meaning as that term is defined in PA 281 of 2016, MCL 333.27101 et seq., and Initiated Law 1 OF 2018 MCL 333.27953 et seq. PA 281 of 2016, MCL 333.27101 et seq. shall apply to medical marihuana facilities and Initiated Law 1 OF 2018 MCL 333.27953 et seq., shall apply to recreational marihuana facilities.

20. “Secured Transporter” shall have the same meaning as that term is defined in PA 281 of 2016, MCL 333.27101 et seq., and Initiated Law 1 OF 2018 MCL 333.27953 et seq. PA 281 of 2016, MCL 333.27101 et seq. shall apply to medical marihuana facilities and Initiated Law 1 OF 2018 MCL 333.27953 et seq., shall apply to recreational marihuana facilities.

21. “State Operating License” means a license that is issued by LARA that allows the licensee to operate as, among other things, a medical or recreational Grower, Processor, Secured Transporter or Safety Compliance facility.

22. “Township” shall mean the Charter Township of Orion.

23. All other terms used in this Chapter have the same definitions ascribed to them in the Act.
ARTICLE III – OPT-IN PROVISION

Pursuant to Section 205(1) of the Act, by adoption of this Ordinance, the Township authorizes and regulates the following marihuana activities and/or facilities for operation within the municipality: Grower, Processor, Safety Compliance Facility, and Secured Transporters.

ARTICLE IV – PROHIBITION OF CERTAIN LICENSED MARIHUANA FACILITIES

The Charter Township of Orion hereby prohibits all retail (dispensaries) marihuana establishments, from operating within the boundaries of the Township pursuant to Initiated Law 1 of 2018, Proposal 1 of 2018, as may be amended. As such, Recreational Marihuana Retailer Licensees may not sell or conduct a retail business within the Township. In addition, the Township opts out of the following state licenses: Marihuana Even Organizer License, Temporary Marihuana Event, and Designated Consumption Establishment. None of these licensed facilities may operate within the boundaries of the Township, however, all other licenses and uses allowed under the Initiative Law of 2018, Proposal 1 of 2018, shall be permitted.

ARTICLE V– PERMIT REQUIREMENTS

1. Any person or entity who wishes to operate as a licensed Grower, Processor, Safety Compliance Facility or Secured Transporter in the Township shall obtain a Permit issued under this Ordinance and must obtain a State Operating License.

2. The Application shall be signed by an Authorized Signer and is subject to an Application Fee.

3. All Permits issued under this Ordinance shall be subject to an Annual Fee.

4. The Township, through its Board of Trustees, may limit the number of locations issued under this Ordinance, and may revise this limit from time to time by Board resolution. As of the Effective Date, the following number of locations may be issued under this Ordinance: six (6) “Class C” Grower; two (2) Processor; two (2) Safety Compliance Facility; and two (2) Secured Transporter.

5. No person or entity may open or operate a facility doing business or purporting to do business under this Ordinance without first obtaining a Permit.

6. A person or entity who receives a Permit under this Ordinance shall display his/her Permit and State Medical and/or Recreational Marihuana Facility License in plain view clearly visible to Township officials and the Marihuana Regulatory Agency’s authorized agents.

7. The term of each Permit shall be one (1) year and is renewable unless revoked under Article IX or due to a violation of State law or this Ordinance existing at the time of renewal.

8. No person or entity wishing to operate a Licensed Marihuana Facility under this Ordinance may apply nor be granted any tax abatement or other personal or real tax decrease or advantage under any Orion Township ordinance, policy or procedure. Upon the filing of an application, the Permit Applicant voluntarily waives any right to apply for tax abatement, or other incentive for property tax reduction.

ARTICLE VI– LOCATION REQUIREMENTS

1. The Facility must be located in the Township’s IP (Industrial Park District) zoning district.

2. The Facility cannot be within one thousand five hundred (1,500) feet of a “church” in the Township.

3. The Facility cannot be within two thousand (2,000) feet of a residence located in a R-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district.

4. The Facility cannot be within two thousand five hundred (2,500) feet of a registered “school” within the Township.
5. The Facility shall not have an ingress or egress on a street or road that has an average traffic volume in excess of six thousand (6,000) vehicles per day, as calculated by averaging the three (3) most recent Average Annual Daily Traffic (AADT) counts (as available), as reported by Southeast Michigan Council of Governments (SEMCOG).

6. The Facility shall not have an ingress or egress on a street or road that directly also serves as an ingress or egress to a residential road or property located in a R-1, R-2, R-3, SF, SE, SR, RM, or MHP zoning district.

7. Distances specified in this Ordinance shall be measured from building edge to building edge.

8. If the Facility shall need a variance from what is set forth in Article V Section one (1) through six (6) above, the Applicant may submit a formal request for a variance to the Zoning Board of Appeals ("ZBA"). The ZBA shall only consider a variance request that is no more than fifteen percent (15%) out of compliance with the above location regulations.

9. It is the Township’s intention that Growers, Processors, Safety Compliance Facilities and Secured Transporters may operate within the same building under the following conditions: each licensed entity remains distinct and separate within different working areas and separate record keeping systems.

10. The location shall meet all applicable Ordinances and promulgated standards of the Township and, prior to opening, shall demonstrate to the Township that it meets the rules and regulations promulgated by the State Medical Marihuana Licensing Board.

11. The Facility location shall conform to all standards of the zoning district in which it is located.

12. If the Facility location is currently vacant land, the Applicant must submit a site plan and building plans with the Application.

13. No person shall reside in or permit any person to reside in the Facility or the grounds of the Facility.

14. Based upon an application for or amendment of a Conditional Rezoning, Planned Unit Development or other use Development Agreement of sufficient specificity, it is within the sole discretion and judgment of the Township Board of Trustees to consider and waive any or all of the Location Requirements of this Article VI based upon any or all of the following factors:

   a. The location of the proposed Development or use meets the underlying purpose and intent of protecting the public's health and safety and is of such a unique character or unusual circumstances that its approval would be of similar impact as other approved locations, would not diminish in any substantial way the underlying purpose of the location requirements and no other reasonable grounds exists for denial of its approval.

   b. The location of the proposed Development has a unique characteristic or barrier of such significance that one or more of the location requirements is rendered so insignificant or moot that allowing the proposed use would continue to satisfy and not diminish in any substantial way purpose and the health and safety concerns of this Ordinance.

   c. Where denial of a Development or use under this Ordinance would violate any law or Court Order, would constitute an error at law or would otherwise uphold and enforce a location requirement that has been ruled illegal or unenforceable by any Court, Administrative Proceeding or any Legislative law, regulation or action.

The above waiver of location requirements shall have no effect on the prohibition on retail (dispensaries) marihuana establishments, which remain prohibited under this Ordinance and are not subject to waiver by the Board of Trustees or any other Board, Commission or Officer of the Township. Except as provided by law, the Board of Trustees' decision on any location waiver is discretionary within the standards set forth herein and is a final decision and not appealable to any Township Board or Commission. It is the intent of this Ordinance to only approve a location waiver in unique and rare circumstances where no substantial public benefit is derived from its denial.

ARTICLE VII – APPLICATION PROCEDURE

1. All Permit Applicants required by this Ordinance shall file an application with the Township Clerk. While this Article is intended to set forth the application process and timeline, no failure of the Township or its Clerk to act shall result in the approval of a Permit. Rather, an applicant may appeal to the Township Board of Trustees for any alleged failure to act or timely act under this Ordinance. The Board of Trustees will take action on the appeal within thirty (30) days.

   a. The Clerk shall promptly review the Application for defects and notify Applicant in writing within five (5) business
days of submission whether the Application is complete or requires additional information.

b. If the Application is complete, within three (3) business days, the Clerk shall forward the complete Application for review by the appropriate representatives of the Township’s Planning and Zoning, Building, Fire and Police Departments.

c. If the Application is incomplete, the Applicant shall have thirty (30) calendar days from receipt of the written notice of any defect to supplement the Application for purpose of curing any defect. Within five (5) business days of receiving the Applicant’s supplementation, the Clerk shall either give written notice to the Applicant that additional information is required, or shall forward the Application for review as set forth in Ordinance 1(b) above.

d. The Planning and Zoning Department shall confirm the Facility is located within the requirements of Article V (Location Requirements).

e. The Building Department shall confirm the existing building for the Facility has a Certificate of Occupancy, or shall give approval based on the site plan and building plans submitted, and conditioned on the future permitting and construction of all structures for the Facility in accordance with the Orion Township Building Code and Ordinances.

f. All facilities under this Ordinance must receive site plan approval from the Township’s Planning Commission by a majority vote of those members present.

g. The Fire and Police Departments shall issue a report and guidance to the Planning Commission regarding any material issues concerning the specific location of the Facility and any impact of the health and safety of Township residents.

h. The above referenced Township departments shall make a recommendation to the Planning Commission within twenty (20) calendar days of submittal of the Application.

i. A site plan review of the Application by the Planning Commission shall occur within thirty (30) calendar days after receipt of the Application and Township department reviews.

j. The Planning Commission shall consider the Application at a public meeting without requiring a formal public hearing or notice thereof.

k. A Permit shall be approved if it meets the Township requirements under this Ordinance, and a Permit may be issued subject to further permitting and building approvals.

l. Prior to the expiration of the thirty (30) calendar days for review by the Planning Commission set forth above, the Planning Commission may request that the Applicant provide any additional information required by the Act this Ordinance or any other reasonable information deemed by the Township to be required for the consideration of a Permit; including, but not limited to, a complete site plan, interior diagram and summary of basic daily operations.

2. On or about December 15, 2017, the Township Clerk, or a Township designee, shall notify and file with the State this authorization and approval under the Act. Thereafter, upon request of the State Medical Marihuana Licensing Board, within ninety (90) days of an Application under this Ordinance being filed with the Township, the Township Clerk, or a designee, shall provide the following to the State Medical Marihuana Licensing Board:

a. A copy of this Ordinance;

b. A copy of the applicable zoning regulations that apply to the Applicant’s Facility;

c. A description of any violation or non-compliance with any Township Ordinance or applicable zoning regulations by the Applicant, but only if the non-compliance or violations are related to activities licensed under the Act or the MMMA and have not been cured in accordance with this Ordinance.

i. The Clerk shall give notice to the Applicant of any reported non-compliance or violation.

ARTICLE VIII– MEDICAL MARIHUANA FACILITY LICENSE APPLICATION

As needed and in a timely manner, the Board of Trustees will adopt by resolution the Application for Permit under this Ordinance.
ARTICLE IX—MINIMUM OPERATIONAL STANDARDS FOR MEDICAL MARIHUANA FACILITIES.

1. The following minimum standards for Medical Marihuana Facilities shall apply:

   a. The Licensed Marihuana Facility shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, the Michigan Regulation and Taxation of Marihuana Act, and the general rules of the department of licensing and regulatory affairs, as they may be amended from time to time. Active operations shall be limited to between the hours of 7:00 a.m. and 9:00 p.m.;

   b. Consumption and/or use of medical marihuana shall be prohibited at any facility;

   c. All activity related to the facility shall be done indoors;

   d. All Licensed Marihuana Facility shall be contained within the building in a locked facility in accordance with the Michigan Medical Marihuana Facilities Licensing Act and the Michigan Regulation and Taxation of Marihuana Act, as amended;

   e. All necessary building, electrical, plumbing and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices are located;

   f. That portion of the structure where the storage of any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the Orion Fire Department to insure compliance with the Michigan Fire Protection Code;

   g. There shall be no other accessory uses permitted within the same facility other than those associated with cultivating, processing, transporting or testing medical marihuana;

   h. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner so that they do not constitute a source of contamination in areas where medical marihuana is exposed;

   i. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair;

   j. There shall be adequate screening or other protection against the entry or pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for development of waste odor and minimize the potential for waste becoming an attractant, harborage or breeding places for pests;

   k. Any buildings, fixtures and other facilities shall be maintained in a sanitary condition;

   l. Each facility center shall provide its occupants with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair;

   m. No Licensed Marihuana Facility shall be operated in a manner creating excessive noise, dust, vibrations, glare, fumes or odors detectible to the normal senses beyond the boundaries of the property on which the Medical Marihuana Facility operates or in violation of any other Ordinance;

   n. All disposal systems for spent water and spent soil shall be approved by the Township; and

   o. Licensed Marihuana Facilities shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate twenty four (24) hours a day, seven (7) days a week. The video recordings shall be maintained in a secure, off-site location for a period of thirty (30) days.

2. Exterior signage or advertising identifying the facility as a medical Marihuana facility shall be prohibited.

Article X—REVOCATION OR DENIAL OF RENEWAL

1. A Permit issued under this chapter may be revoked after a hearing at which the Orion Township Board of Trustees determines that any grounds for revocation under Ordinance exist. Notice of the time and place of the Hearing and the
grounds for revocation must be given to the Permittee at least ten (10) days prior to the date of the Hearing, by first class mail to the address given on the license application or any address provided as a contact;

2. A Permit issued under this Ordinance may be revoked or not renewed based on any of the following:
   a. Violation of this Ordinance as determined by a Court of law or the Orion Township Board of Trustees;
   b. Any conviction of or release from incarceration for a felony under the laws of this State, any other state, or the United States within the past ten (10) years by the Applicant or any stakeholder of the Applicant as measured from the date of the Application or the date of becoming a stakeholder, whichever occurs later, or while permitted under this Ordinance; or any conviction of a substance-related felony by the Applicant or any stakeholder of the Applicant ever or while permitted under this Ordinance;
   c. Commission of fraud or misrepresentation or the making of a knowingly false statement by the Applicant or any stakeholder of the Applicant while engaging in any activity for which this Ordinance requires a Permit;
   d. The Licensed Marihuana Facility is determined by the Township to have become a public nuisance;
   e. A material pattern of willful and knowing violations of this Ordinance;
   f. A material pattern of willful and knowing violations of any other Ordinance or regulation of policy whether now enacted, or to be in the future, which the Township has the authority to enact and is mandated to enforce;
   g. Failure to pay the Annual Fee when due;
   h. Failure to pay the money owed to the State of Michigan under the Medical Marihuana excise fund pursuant to MCL333.27101 of the MMMA, if any;
   i. A loss of license after a final determination by the State Marihuana Regulatory Agency;
   j. Failure of a leased or existing facility to become fully operational within six (6) months of being granted a State license under the MMFLA. In the case of new construction, the applicant must obtain a site plan approval within twelve (12) months and completion of construction within eighteen (18) months of being granted a State license under the MMFLA. In no event shall the Permit under this Ordinance be renewed if the Licensed Marihuana Facility is not fully operational and has continuously been operational, except as provided herein.

ARTICLE XI – PENALTIES

1. The Township may require an Applicant or Licensee of a Licensed Marihuana Facility to produce documents, records, or any other material pertinent to the investigation of an application or alleged violation of this Ordinance or State law. Failure to provide the required material may be grounds for Permit denial, revocation or suspensions;

2. Any person in violation of any provision of this Ordinance or any provision of a Permit issued under this Ordinance is responsible for a misdemeanor, punishable by a fine of up to five hundred dollars ($500.00) plus cost of prosecution, ninety (90) days imprisonment, or both, for each violation. This section is not intended to prevent enforcement of any provision of any other ordinances or State law;

3. All fines imposed under this Ordinance shall be paid within forty-five (45) days after the effective date of the order imposing the fine or as otherwise specified in the Order;

4. The Township Supervisor may temporarily suspend a Licensed Facility License without a Hearing if the Township Supervisor finds that public safety or welfare requires immediate action. The Township Supervisor shall cause the temporary suspension by issuing a Suspension Notice;

5. If the Township Supervisor temporarily suspends a Permit without a Hearing, the Permittee is entitled to a Hearing within ten (10) days after the Suspension Notice has been issued. The Hearing shall be limited to the issues cited in the Suspension Notice; and

6. If the Township Board of Trustees does not hold a Hearing within ten (10) days after the date of suspension was issued, then the suspended license shall be automatically reinstated, and the suspension vacated.
ARTICLE XII – SAVINGS CLAUSE

Nothing in this Ordinance hereby adopted shall be construed to affect any just or legal right or remedy of any chapter, nor shall any just or legal right or remedy of any chapter be lost, impaired or affected by this Ordinance.

ARTICLE XIII– SEVERABILITY

If any article, section, subsection, sentence, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any court of competent jurisdiction, such article, section, subsection, sentence, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance; but the remainder of this Ordinance shall stand and be in full force and effect.

ARTICLE XIV– EFFECTIVE DATE

This Ordinance shall be published in a newspaper of general circulation in the Township of Orion, and shall become effective upon publication, as provided by law.
Agenda Item Summary

To: Township Board Members

From: Chris Barnett, Township Supervisor

Meeting Date: August 5, 2019
Memo Date: August 1, 2019
Subject: Accept Recycling Partnership Grant

REQUEST

The request is to accept the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) Recycling Infrastructure Grant and enter into an agreement with EGLE for the administration of the grant.

REASON

To support the new residential curbside recycling program and help off-set the residential cost for curbside recycling carts, the Township applied for the EGLE Recycling Infrastructure Grant and was awarded said grant for the amount of $299,662.50. This represents 53% of the estimated project cost of purchasing 12,791 carts for the Township’s curbside recycling program. When combined with the Recycling Partnership Grant, grant funding will offset 75% of cart costs for Orion Township residents. While the Township’s match is for $339,887.50, the local match portion of the total grant will be paid with the Recycling Partnership grant and through the negotiated contract with the Township’s designated waste hauler. This is a reimbursable grant.

Copies of the EGLE Grant Agreement and cover letter are attached to this memo.

BUDGET - Financial Item? X Yes No

RECOMMENDATIONS (Motions)

The recommended motion is to approve the Recycling Infrastructure Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy and the Charter Township of Orion, and authorize the Township Supervisor and Clerk to execute two originals of the Agreement.
August 2, 2019

Ms. Samantha Timko  
Charter Township of Orion  
2525 Joslyn Road  
Lake Orion, Michigan 48326

Dear Ms. Timko:

SUBJECT: Fiscal Year 2019 (FY19) – Recycling Infrastructure Grant Agreement (Agreement)

You are hereby informed that your project under the FY19 Recycling Grant Program has been recommended for funding in the amount of $299,662.50.

To accept the award, you must sign two originals of the enclosed Agreement and return both to the Department of Environment, Great Lakes and Energy (EGLE). The Agreement language should not be altered in any way. The Agreement will become effective once it is signed by you (the Grantee) and Mr. Jack Schinderle, Division Director, Materials Management Division, (MMD), EGLE.

The Agreement must be signed by an individual authorized to make such a legal commitment for the Grantee. The Grantee’s Contact may be someone other than the signatory, but this individual must be authorized to request and implement changes, and to sign reimbursement requests submitted under the Agreement.

The Agreement identifies the project ending date as September 30, 2020; however, no costs should be incurred, nor can costs be reimbursed by EGLE, until after your Agreement has been fully executed. For that reason, it is important that the signed Agreement be returned as soon as possible.

Appendix A of the Agreement outlines the project specific requirements and reimbursement process. Any changes made in your project relating to specific activities or scope of work must be approved by your Recycling Specialist, Mr. Brian Burke, MMD. He can be reached at 989-894-6293 or at burkeb@michigan.gov. You should not incur any project costs until proposed changes have been approved.

Please return your signed Agreements to my attention at the following address:

Administration Section  
Resource Management Group  
Department of Environment, Great Lakes and Energy  
P.O. Box 30241  
Lansing, Michigan 48909-7741
If you have any questions specific to the project, please contact your Recycling Specialist, Mr. Brian Burke, MMD. For general questions relating to grant administration, please contact me by phone or campbellc@michigan.gov.

Sincerely,

Christina Campbell
Administration Section
Materials Management Division
517-420-1395/campbellc@michigan.gov

Enclosures
cc: Mr. Brian Burke, EGLE
This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and Charter Township of Orion ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in Public Acts of 2018, Public Act No. 588. This Agreement is subject to the terms and conditions specified herein.

Project Name: Charter Township of Orion
Amount of grant: $299,662.50
Amount of match: $339,887.50 = 53%
Start Date (date executed by EGLE): __________
End Date: September 30, 2020

GRANTEE CONTACT:
Samantha Timko, Chief Asst Supt.
Charter Township of Orion
2525 Joslyn Road
Lake Orion, MI 48326
248-391-0304, Ext. 1002
stimko@oriontownship.org

STATE'S CONTACT:
Elizabeth Garver, Recycling Specialist
Materials Management Division
P.O. Box 30241
Lansing, MI 48909-7741
586-753-3837
garvere2@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature:

__________________________________________
Name/Title:

________________________
Date:

FOR THE STATE:

Signature:

Jack Schinderle, Division Director, Materials Management Division

__________________________________________
Name/Title:

________________________
Date:
I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

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<td>April 1 – June 30</td>
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</tr>
<tr>
<td>July 1 – September 30</td>
<td>Before October 15*</td>
</tr>
<tr>
<td>October 1 – December 31</td>
<td>January 31</td>
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</tbody>
</table>

*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State’s contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.
The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide 2 copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by Recycling Grant Program, EGLE, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee’s receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State’s approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State’s review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.
VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee’s Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.
If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan’s lobbying statute, MCL 4.415(2). “Lobbying’ means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action.” The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARTMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee’s actions under this Agreement.

(B) The Grantee must comply with applicable workers’ compensation laws while engaging in activities authorized under this Agreement.
XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee’s billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService).

(F) An amount equal to .5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State’s claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee.
The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
c. If the State finds that the Grantee, or any of the Grantee’s agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
c. Convicted under State or federal antitrust statutes; or
d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee’s business integrity.
e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.
I. GRANT APPLICATION; PROJECT SCOPE

The scope of this project is outlined in the Grantee’s approved Fiscal Year 2019 Recycling Infrastructure Grant Program Proposal, which is included in this grant agreement as part of this Appendix A, as well as any subsequent modifications to the original grant proposal as approved by the State.

II. GRANT REIMBURSEMENT PROCESS

Breakdown of project funds covered under this Agreement:

- Grant Amount = $299,662.50
- Matching Funds = $339,887.50
- Total Grant Budget = $639,550.00

The total payment made to the Grantee by the State shall not exceed $299,662.50. Any additional costs associated with the project shall be the responsibility of the Grantee.

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 75 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2021.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the vendor (such as canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods. Grantees will be reimbursed up to 75 percent of documented purchase expenditures, not to exceed the awarded grant amount. The remaining unreimbursed expenditures serve as the required match amount for the grant. Reimbursement forms will be available on the EGLE’s Recycling Program website located at: [http://www.michigan.gov/mirecycles](http://www.michigan.gov/mirecycles).

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

III. REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period.
QUARTERLY REPORT

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2020. Supporting documentation must include proof of payment and proof of receipt of goods.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

   A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect and explain why. A description of tasks completed during the current period must still be included.

   B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

   A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.

   B. Additional project accomplishments not included in original project goals and objectives.

   C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

   A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

   A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations.

V. ADDITIONAL COMMENTS

   A. Provide any additional comments relevant to the status of the project and its operations.

VI. FINANCIAL DOCUMENTATION

   A. Provide required documentation, including proof of payment and proof of receipt of goods, for funds expended during the reporting period.
**FINAL PROJECT REPORT**

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2021. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

**I. PROJECT DESCRIPTION**

A. Provide a description of the project funded.
   
i. Provide a 4-5 sentence summary of the project, including the following information, as applicable: description of item purchased and/or constructed, geographical area served, population and/or number of households/units served, volume of containers, collection frequency, collection method, list of recyclable or organic materials collected, name and location of recycling processor, increase in processing capacity, and description of how project will be sustained beyond the grant timeline.

   ii. Include any news articles and/or photographs as appropriate.

   iii. Include the date project operations began and a discussion of the current status of project operations.

B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.

C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

**II. PROJECT DATA**

A. Diversion rate, participation rate, and geographical area. Project data must also be submitted through the ReTRAC system.
   
i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.

   ii. Provide diversion rates prior to the grant project, if known.

   iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.

   iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.
v. For the time period covered by this report, provide information on the geographical area served by the project.

vi. Provide previous information on the geographical area served by the program prior to the current grant project.

B. Education and Outreach Program. Provide the following information for all project related promotional activities which have occurred as a result of the project:

i. Types of groups (audience) targeted.

ii. Types of promotional materials developed.

iii. Methods used to distribute information or materials.

iv. Planned/future educational efforts.

III. PROJECT COSTS: Provide the following information regarding additional costs required to implement the project:

A. Provide the dollar amounts and a description of all additional program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.

B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.

C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.

D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.

i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.

ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.

B. Discuss any project accomplishments not included in the project's original goals and objectives.
C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.

D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.

E. Describe the most successful components of the project and explain why you think they are successful.

F. Describe the least successful components of the project and explain why you think they are not successful.

G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.

V. ADDITIONAL COMMENTS

A. Provide any additional information relevant to the status of the project and its operations.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State’s contact at the following email address:

EGLE-RecyclingGrant@michigan.gov
August 2, 2019

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION SUBJECT TO PRIVILEGE

Board of Trustees
Charter Township of Orion
2525 Joslyn Road
Lake Orion, MI 48360

RE: Recycling Infrastructure Grant Agreement

Dear Board of Trustees:

We have been asked to review the proposed Recycling Infrastructure Grant Agreement between Egle and the Township.

The matching Grant provides for a payment to the Township from the State in an amount not to exceed $299,662.50. The purpose of the Grant is to purchase recyclable trash containers for Township Residents as part of the Township's Designated Waste Hauler Program. While the Township's match is in an amount not to exceed $339,887.50, the local match portion of the total Grant will be paid through the negotiated contract with the Township's Designated Waste Hauler. In other words, the Township will incur no costs for the purchase of recycle bins and any amount above and beyond the State's contribution, will be assumed by the Designated Waste Hauler and accounted for in the final Contract.

Per the terms of the Grant, the Agreement may not be modified nor altered and is the State's Standardized Form Agreement for Grants. As a result, I have no modifications or objections or objections to the Agreement and find it acceptable for purposes of obtaining the Grant proceeds.

If the Board is inclined to proceed with the Egle Grant for Recycling Infrastructure, the following motion would be appropriate:

"I move to approve the Recycling Infrastructure Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy and the Charter Township of Orion, and authorize the Township Supervisor and Clerk to execute two originals of the Agreement."
If you have any questions with regard to the above, please do not hesitate to contact me.

Very truly yours,

THE KELLY FIRM, PLC

Daniel J. Kelly

Daniel J. Kelly
EGLE

RECYCLING INFRASTRUCTURE GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CHARTER TOWNSHIP OF ORION

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and Charter Township of Orion ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in Public Acts of 2018, Public Act No. 588. This Agreement is subject to the terms and conditions specified herein.

Project Name: Charter Township of Orion
Amount of grant: $299,662.50
Amount of match: $339,887.50 = 53%
Start Date (date executed by EGLE): __________

GRANTEE CONTACT:
Samantha Timko, Chief Asst Supt.
Name/Title
Charter Township of Orion
Organization
2525 Joslyn Road
Address
Lake Orion, MI 48326
Address
248-391-0304, Ext. 1002
Telephone number

Fax number
stimko@oriontownship.org
E-mail address
38-6006171
Federal ID number –
052179090
Grantee DUNS number - (Required for Federal Funding)

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

________________________
Signature

________________________
Name/Title

FOR THE STATE:

________________________
Signature
Jack Schinderle, Division Director, Materials Management Division

________________________
Name/Title

Date
I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

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</tr>
<tr>
<td>April 1 – June 30</td>
<td>July 31</td>
</tr>
<tr>
<td>July 1 – September 30</td>
<td>Before October 15*</td>
</tr>
<tr>
<td>October 1 – December 31</td>
<td>January 31</td>
</tr>
</tbody>
</table>

*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State’s contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.
The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide 2 copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by Recycling Grant Program, EGLE, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee’s receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State’s approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State’s review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.
VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.
If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying’ means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action.” The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee’s actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.
XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service website (https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService).

(F) An amount equal to 5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee.
The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.

b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

c. If the State finds that the Grantee, or any of the Grantee’s agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

c. Convicted under State or federal antitrust statutes; or

d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee’s business integrity.

e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.
I. GRANT APPLICATION; PROJECT SCOPE

The scope of this project is outlined in the Grantee's approved Fiscal Year 2019 Recycling Infrastructure Grant Program Proposal, which is included in this grant agreement as part of this Appendix A, as well as any subsequent modifications to the original grant proposal as approved by the State.

II. GRANT REIMBURSEMENT PROCESS

Breakdown of project funds covered under this Agreement:

- Grant Amount = $299,662.50
- Matching Funds = $339,887.50
- Total Grant Budget = $639,550.00

The total payment made to the Grantee by the State shall not exceed $299,662.50. Any additional costs associated with the project shall be the responsibility of the Grantee.

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 75 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2021.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the vendor (such as canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods. Grantees will be reimbursed up to 75 percent of documented purchase expenditures, not to exceed the awarded grant amount. The remaining unreimbursed expenditures serve as the required match amount for the grant. Reimbursement forms will be available on the EGLE's Recycling Program website located at: [http://www.michigan.gov/mirecycles](http://www.michigan.gov/mirecycles).

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

III. REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period.
QUARTERLY REPORT

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2020. Supporting documentation must include proof of payment and proof of receipt of goods.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect and explain why. A description of tasks completed during the current period must still be included.

B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.

B. Additional project accomplishments not included in original project goals and objectives.

C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations.

V. ADDITIONAL COMMENTS

A. Provide any additional comments relevant to the status of the project and its operations.

VI. FINANCIAL DOCUMENTATION

A. Provide required documentation, including proof of payment and proof of receipt of goods, for funds expended during the reporting period.


**FINAL PROJECT REPORT**

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than February 28, 2021. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

   A. Provide a description of the project funded.

      i. Provide a 4-5 sentence summary of the project, including the following information, as applicable: description of item purchased and/or constructed, geographical area served, population and/or number of households/units served, volume of containers, collection frequency, collection method, list of recyclable or organic materials collected, name and location of recycling processor, increase in processing capacity, and description of how project will be sustained beyond the grant timeline.

      ii. Include any news articles and/or photographs as appropriate.

      iii. Include the date project operations began and a discussion of the current status of project operations.

   B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.

   C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT DATA

   A. Diversion rate, participation rate, and geographical area. Project data must also be submitted through the ReTRAC system.

      i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards/time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.

      ii. Provide diversion rates prior to the grant project, if known.

      iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.

      iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.
v. For the time period covered by this report, provide information on the geographical area served by the project.

vi. Provide previous information on the geographical area served by the program prior to the current grant project.

B. Education and Outreach Program. Provide the following information for all project related promotional activities which have occurred as a result of the project:

i. Types of groups (audience) targeted.

ii. Types of promotional materials developed.

iii. Methods used to distribute information or materials.

iv. Planned/future educational efforts.

III. PROJECT COSTS: Provide the following information regarding additional costs required to implement the project:

A. Provide the dollar amounts and a description of all additional program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.

B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.

C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.

D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.

i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.

ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.

B. Discuss any project accomplishments not included in the project's original goals and objectives.
C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.

D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.

E. Describe the most successful components of the project and explain why you think they are successful.

F. Describe the least successful components of the project and explain why you think they are not successful.

G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.

V. ADDITIONAL COMMENTS

A. Provide any additional information relevant to the status of the project and its operations.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State’s contact at the following email address:

EGLE-RecyclingGrant@michigan.gov
Oakland County Sheriff's Office
Orion Township Substation

Weekly “Calls for Service” Summary:

Time period: 7-8-2019 to 7-14-2019

• Calls for service - 373
• Felony Arrests - 2
• Misdemeanor Arrests - 3
• Accidents - 20

19-130864  7/8/2019  12:50 AM  Malicious Destruction of Property

Deputies responded to the 1100 block of Ridgeview Circle for malicious destruction of a mailbox. A 58 year old male resident of Orion reported hearing a noise at 12:05 am that sounded like an explosion or gun shot outside his home. About 10 to 15 minutes later the resident went outside and discovered to the door on his Mailbox. Responding Deputies searched the area for suspects with negative results. Deputies observed the plastic mailbox door was cracked in half, there was paper and cardboard debris from firecrackers inside the Mailbox. Deputies photographed the damage to the mailbox. This incident is under investigation.

19-132144  7/9/2019  7:25 PM  Obtaining Money Under False Pretenses (Fraud-Concert Ticket Scam)

Deputies responded to 4820 Baldwin Rd (Baldwin Commons Parking lot) for suspects selling fraudulent DTE Concert Dave Matthews Band Tickets thru Craig’s List. A family reported a male suspect sold them 3 fake tickets for $150.00 to the Dave Matthews Band Concert today near Great Lakes Crossing. The victims arrived at DTE Energy Music Theatre and discovered the tickets were fake altered tickets from a previous show. The victims contacted the suspect again at 248-579-8037 and ordered four more tickets in the attempt to have the unknown male suspect apprehended by OCSO. The suspect told the victims to meet him at Kohl’s. Waiting deputies detained and identified the suspect as a 21-year-old male resident of Northville. An investigation revealed the suspect sold paper printed tickets from 2018 that were altered to look like legitimate DTE tickets. The suspect sold at
least 5 tickets to unsuspecting victims. As of 2019, DTE no longer uses printed tickets only
E-Tickets on a phone or tablet. Detectives are requesting a warrant through the
prosecutor’s office for Obtaining Money Under False Pretenses and are working with area
law enforcement on other victims.

Safety Tip – E-Commerce transactions with unknown solicitors are riddled with fraud and
deceptions. These types of transactions can be a threat to your safety, because the
perpetrators will always request you bring Cash to a location without security or camera’s.
Play it safe and avoid the temptations to “save a few dollars, that could end up putting you or
family members in harm’s way.”

19-132811 7/10/2019 5:49 PM Larceny from Unlocked Automobile

Deputies responded to the 500 block of Kimberly for larceny report. A 21 year old male
resident reported sometime from 7/9/19 at 8:00 PM to 7/10/19 at 7:00 an unknown
suspect entered his unlocked vehicle and stole the following items: 1-Pad, orange and gray
backpack, 3 hats, 4 longboards, wallet, and loose Jar of change. This incident is under
investigation.

19-134012 7/12/2019 10:19 AM Trespassing / Disorderly Person Arrest

Deputies were dispatched to the 3200 block of S. Baldwin Road for a man who had been
loitering and drinking inside of road construction equipment. The 53-year-old male had
been warned by Deputies the day prior to no longer sleep or go onto the private property
where the construction equipment was stored. Deputies also learned of other vulgar
behavior along he Baldwin corridor. When Deputies arrived, they discovered the male in
the truck, and he would not exit when he became verbally aggressive with Deputies. A K-9
Deputy and his K-9 partner both began to give verbal commands to exit the vehicle, to
which the male complied with the Deputies orders and exited the vehicle. Deputies then
discovered empty Vodka bottles and burnt cigarette’s littering inside the vehicle. Deputies
cited the individual and drove him to a nearby homeless shelter. The male was instructed
not return to the property and provided a Court date.

19-134474 7/12/2019 10:16 PM Traffic Violations/ CCW Violation Arrest

Deputies were conducting directed traffic enforcement in the area of Maybee and Baldwin
Road for drivers disregarding traffic control signs when they observed a Ford Focus
disregard the road closure barrels and drive around the barricades. Deputies conducted a
traffic stop and when the male driver reached inside his glove compartment, Deputies
observed a semi-automatic handgun. Deputies ordered the driver out of the vehicle and
secured him without incident. Deputies safely secured the loaded handgun. The driver
stated he just recently purchased the handgun from a pawn shop and did not know he
needed a CPL to keep the handgun in the glove box loaded. It was discovered that the
driver did not have CPL. The driver was arraigned on the CPL violation and provided a $2,500 personal bond.

**Traffic Advisory Warning:** The Sheriff’s Office is reminding motorists that Maybee Road is now closed in both directions at Baldwin Road for several weeks. No Thru Traffic and Local Traffic Only signs are posted throughout the area in order keep the work zone safe for everyone. Avoid the area and/or follow the posted detours.

*Anyone with information or crime tips regarding these incidents are encouraged to contact the Orion Township Sheriff's Office Substation at 248 393-0090 for tips, or our Dispatch Center at 248 858-4911 for crimes in-progress. Tipsters can remain anonymous*
Oakland County Sheriff's Office
Orion Township Substation

Weekly "Calls for Service" Summary:

Time period: 7-15-2019 to 7-21-2019

- Calls for service - 427
- Felony Arrests - 3
- Misdemeanor Arrests - 3
- Accidents - 14

19-136290  7/15/2019  2:57  PM   Retail Fraud I Arrest

Deputies responded to 4872 Baldwin, Kohl’s for a retail fraud in-progress. Loss Prevention reported they observed 2 suspects enter the store and select merchandise. They then observed multiple trips into the fitting rooms with merchandise, however the little merchandise came back out of the fitting rooms. Loss prevention went into the fitting room and could smell the odor of burnt plastic and observed no merchandise. Loss Prevention located several security tags in the fitting room, which had burn marks on them. Suspects exited the store, without making any attempt to pay for any items and exited the Kohl’s. The suspects fled the scene in a Jeep. Responding Deputies located the Jeep attempting to leave and conducted a traffic stop. Deputies identified the suspects as 23 year old male & 28 year old male residents of the City of Pontiac. Deputies recovered $273.00 worth of stolen merchandise from the vehicle which matched the evidence. Suspect #1 was placed under arrest and lodged at the Oakland County Jail. UPDATE: The case was submitted to the Oakland County Prosecutors Office and Charges were issued on Suspect #1 Retail Fraud I due to previous criminal history convictions. Charges were issued for Suspect #2 for Misdemeanor Real Fraud II.

19-136503  7/15/2019  7:14  PM   Welfare Check-Warrant Arrest

Deputies responded to the 2400 block of Armstrong for a welfare check. Deputies checked the welfare of a resident and during the investigation encountered a 63-year-old male resident of Lake Orion. A LEIN check revealed the man had been evading the Courts on a misdemeanor bench warrant out of 6th Circuit Court for failure to appear on a show cause
hearing for a PPO violation. Deputies placed the man under arrest, and he was lodged at the Oakland County Jail on his warrant.

19-136628 7/15/2019 10:05 PM Mental Health Assist

Deputies responded to a 911 call at the 200 block of Buckhorn for an unstable man with a gun. Responding Deputies located a 31 year old male resident in the home suffering from a mental health crisis. Deputies deescalated the situation and made the scene safe by securing weapons in the home. After making sure the scene was safe, responding Orion Township Fire and Star Ems checked the man's immediate health situation. Deputies completed a petition for hospitalization and transported the man to St Joes in Pontiac for mental health evaluation.

19-137316 7/16/2019 8:16 PM Dangerous Animal at Large/ Disorderly Citation

Deputies responded to the 4700 block of Baldwin Dickey’s parking lot for an animal at large. Witnesses reported a vicious white Pitbull mixed dog in the parking lot of Dickey's restaurant. Deputies located the dog which had no tags. An employee of a nearby business reported the dog has been coming to the parking lot every day for the past week. Deputies contacted the dog owner, a 22-year-old male resident of Orion who had been provided previous past warnings to care for his dog. An investigation revealed the dog owner does not have a dog license or proof of shots. Deputies cited the Dog owner for Dog at Large under the Disorderly Ordinance and forwarded the report to Animal Control for further action.

19-139023 7/18/2019 9:03 PM Disorderly/ Unlawful Entry/ Resist & Obstruct Police

Deputies responded to the 3100 block of Sunnyside Ct for an Unwanted Person refusing to leave. A 33-year-old male resident reported his ex-girlfriend was highly intoxicated at his residence and refusing to leave. Responding deputies asked the intoxicated 30 year old female resident of Clarkston to leave and she refused. Deputies gave the suspect multiple orders to vacate the residence in hopes she would cooperate. The suspect’s father came to the scene to transport her home, but she fled and forced her way back into the complainant’s home. Deputies used force again to remove the suspect as she kicked at them. The suspect was arrested and lodged at the Oakland County Jail for Resisting & Obstructing, Unlawful Entry, & Disorderly.

UPDATE: A warrant was authorized and signed by 52-3 District Court Magistrate Soma for the offense of: Felony POLICE OFFICER-ASSAULT/RESISTING/OBSTRUCTING. The subject was arraigned and given a bond of $10,000.00 Cash/surety 10%. 
**19-139617  7/19/2019  5:02 PM  Retail Fraud 2nd Degree**

Deputies responded to Menards located a 465 Brown Rd for a retail fraud. The store manager advised she had two subjects attempt to return plumbing items worth $116 without a receipt. The items had been stolen earlier in the day by a different subject who had concealed the items and left the store without paying. The two subjects attempting to return the items left the store prior to Deputies arrival. Deputies were able to identify the three subjects, a 37-year-old male from Pontiac, a 29-year-old female from Pontiac and a 59-year-old male from Leonard. All three subjects have prior convictions for Retail Fraud. A warrant for Retail Fraud 2nd Degree on all three subjects was submitted to the Prosecutors Office for review.

**19-140364  7/20/2019  6:52 PM  Stolen Bicycle**

Deputies responded to the 1300 block of De Goff for a larceny. The complainant stated that someone had stolen a 2018 green female Trek bike (value $700) sometime between 7/19/19 at 11:00 PM to 7/20/19 at 12:00 PM from behind his house. He had a bike stolen from the house about a month ago and never made a report. He posted that theft on the Orion Facebook page that his bike was stolen and that the bike was returned to him. Deputies canvassed the area but could not locate the bicycle or any evidence. The investigation continues.

**Anyone with information or crime tips regarding these incidents are encouraged to contact the Orion Township Sheriff's Office Substation at 248 393-0090 for tips, or our Dispatch Center at 248 858-4911 for crimes in-progress. Tipsters can remain anonymous**
Oakland County Sheriff's Office
Orion Township Substation

Weekly "Calls for Service" Summary:

Time period: 7-22-2019 to 7-28-2019

- Calls for service - 383
- Felony Arrests - 1
- Misdemeanor Arrests - 6
- Accidents - 10

19-142291 7/23/2019 2:43 PM Soliciting without a Permit

Deputies responded to the 3900 block of Westlyn for a suspicious person. The caller reported a white female with reddish brown hair, blue dress and brown purse walked into caller’s garage and began soliciting window cleaning. Deputies located the suspect at the 3700 block of Westlyn soliciting for sales without a permit or ID. Deputies identified the woman as a 33-year-old female resident of Canton. A LEIN check revealed the woman had a traffic warrant in Dearborn. Deputies cited the woman and she was released not to solicit without a permit in Orion.

19-143310 7/24/2019 10:00 PM Public Intoxication / Possession of Drug Paraphernalia

Deputies were dispatched to the 3400 block of Baldwin Road (CVS) for two males fighting in front of the store. When Deputies arrived, they discovered one male had an open bottle of beer in his hand. Upon identifying the male, Deputies confirmed the male had outstanding warrants with another police agency. The Deputy arranged a meeting point and dropped that male of to them after citing him for Disorderly Person. The second party involved was also issued a ticket after Deputies discovered drug paraphernalia on his person.
Deputies responded to the 400 block of Shorewood Ct for stolen property report. A 60 year old resident reported a Sig Sauer P238 missing from his desk drawer. An investigation revealed that the homeowner recently had a pest control company to the home to fumigate. Deputies identified the suspects that were in the home. This incident is under investigation.

Deputies responded to Lapeer Rd near Clarkston for a reckless driver. Dispatch advised the plate came back showing the vehicle was stolen out of Sterling Heights. Deputies located the vehicle on Lapeer Rd near Goldengate and attempted a traffic stop. The stolen vehicle disregarded Deputies lights and sirens and continued to flee recklessly. Deputies pursued the vehicle into Oakland Township and the pursuit was terminated on Orion Rd due to excessive speeds. Seconds later Deputies located the vehicle on Orion Rd near Ellamae abandoned on the roadside. Deputies set up a perimeter and a K-9 Unit responded. The K-9 immediately tracked the suspect’s sent from the vehicle to a private residence on Ellamae. Deputies located the suspect after investigating a possible Home Invasion on Ellamae. The suspect resisted arrest and was taken into custody by force. An inventory search of the vehicle resulted in the recovery of stolen property from Sterling Heights and Oakland County and methamphetamine. Deputies located a manifesto written by the suspect outlining his crime spree he planned to commit after his release from jail 2 days ago. His written plans included: Stealing a Vehicle, Larceny from Automobiles, Home Invasions, Bank Robbery, and Drug Use. A search of the suspect resulted in the keys to the stolen vehicle & suspected crystal methamphetamine. The suspect was lodged at the Oakland County Jail for Flee & Elude, Receiving & Concealing Stolen Property, Possession of Meth, Resist & Obstruct. OCSO will be working with other agencies to close several open cases due to this arrest.

Arrestee Information: 30-year-old male resident of The City of Sterling Heights.

**UPDATE:** The Oakland County Prosecutors Office Issued a 5 Count Criminal Complaint:

COUNT#1 Felony: Financial Transaction Device-Stealing/ Retaining Without Consent.

COUNT#2 Felony: Financial Transaction Device-Stealing/ Retaining Without Consent.

COUNT#3 Felony: Financial Transaction Device-Stealing/ Retaining Without Consent.

COUNT#4 Felony: Police Officer Fleeing-Fourth Degree
COUNT#5 Felony: Police Officer-Assaulting/Resisting/Obstructing.

Detectives are working with the Prosecutors Office on additional charges.

Jeffrey William Martek, DOB: 03/15/1989, was arraigned on the five count complaint before Magistrate Waldmann of the 52 District Court, who set a $50,000.00 dollars C/S No 10%. GPS Tether when released.

Property recovered from the vehicle is being returned to multiple victims and Detectives are working with the Prosecutors Office on additional charges.

19-144229  7/26/2019  12:21 AM  Reckless Driving

While on routine patrol at Friendship Park, located at 3380 W Clarkston Rd, Deputies observed a vehicle overturned with two people standing next to it. The driver, a 17-year-old resident of Waterford, was trying to impress his girlfriend by doing "donuts" in the park. He lost control and the vehicle rolled onto its side. They both said that they had no injuries and declined medical attention. The driver was issued a ticket for reckless driving, and they both were released to parents. The vehicle was impounded, and a crash report was completed. There was no damage to park property.


Deputies were dispatched to the area of Lapeer Road and Dutton Road for a single vehicle accident. A 40-year-old female resident of Pontiac was operating a Ford Escape when the vehicle crashed into the guard rail. Deputies could smell a strong odor of intoxicants from
the driver and all observations indicated the driver was grossly intoxicated and unable to stand. The driver was transported to McLaren Oakland for injuries and Deputies completed a blood draw for Operating While Intoxicated. The female was released at the hospital pending toxicology results the issuance of criminal charges.

19-145430 7/27/2019 5:16 PM Solicitor Complaints

Deputies responded to the area of Saturn and Armstrong for a solicitor complaint. Upon arrival the Deputies located two subjects, both 19-year-old males from Dearborn. The subjects stated they worked for Majic windows and were giving information to residents. Neither possessed nor had applied for a permit to solicit in Orion Township. Both were cited for soliciting without a permit and were advised on the proper procedure to obtain a permit.


Deputies responded to the Paint Creek Country Club for a larceny complaint. The complaint reported $500 - $600 had been taken from two different wallets in the bride’s room during the wedding reception. The money had been in an unsecured room. Deputies canvased the area for evidence or suspects, but neither were located. Detectives are continuing the investigation.

Anyone with information or crime tips regarding these incidents are encouraged to contact the Orion Township Sheriff’s Office Substation at 248-393-0090 for tips, or our Dispatch Center at 248-858-4911 for crimes in-progress. Tipsters can remain anonymous.
July 10, 2019
At approximately 2:10 am, the fire department responded to a medical alarm.
At approximately 3:28 am, the fire department responded to a residential fire alarm.
At approximately 8:11 am, the fire department responded to a vehicle accident.
At approximately 2:36 pm, the fire department responded to a medical alarm.
At approximately 4:56 pm, the fire department responded to a CO investigation.
At approximately 5:29 pm, the fire department responded to a vehicle accident.
At approximately 6:00 pm, the fire department responded to a medical alarm.
At approximately 9:13 pm, the fire department responded to a citizen assist.
At approximately 10:26 pm, the fire department responded to a medical alarm.
At approximately 11:05 pm, the fire department responded to a medical alarm.

July 11, 2019
At approximately 2:30 am, the fire department responded to a medical alarm.
At approximately 5:31 am, the fire department responded to a medical alarm.
At approximately 9:02 am, the fire department responded to a medical alarm.
At approximately 2:02 pm, the fire department responded to a lift assist.
At approximately 2:22 pm, the fire department responded to a medical alarm.
At approximately 6:18 pm, the fire department responded to a medical alarm.
At approximately 7:22 pm, the fire department responded to a medical alarm.
At approximately 8:27 pm, the fire department responded to a lift assist.
At approximately 8:45 pm, the fire department responded to a lift assist.
At approximately 10:06 pm, the fire department responded to a medical alarm.

July 12, 2019
At approximately 8:20 am, the fire department responded to a lift assist.
At approximately 8:45 am, the fire department responded to a medical alarm.
At approximately 11:26 am, the fire department responded to a medical alarm.
At approximately 3:08 pm, the fire department responded to a medical alarm.
At approximately 3:32 pm, the fire department responded to a medical alarm.
At approximately 3:50 pm, the fire department responded to a medical alarm.
At approximately 6:30 pm, the fire department responded to a commercial fire alarm.

July 13, 2019
At approximately 1:02 am, the fire department responded to a medical alarm.
At approximately 2:07 am, the fire department responded to a medical alarm.
At approximately 7:49 am, the fire department responded to a medical alarm.
At approximately 9:40 am, the fire department responded to a medical alarm.
At approximately 11:30 am, the fire department responded to a vehicle accident.
At approximately 12:24 pm, the fire department responded to a medical alarm.
At approximately 1:39 pm, the fire department responded to a medical alarm.
At approximately 4:08 pm, the fire department responded to an outdoor fire.
At approximately 7:01 pm, the fire department responded to a vehicle accident.
At approximately 9:29 pm, the fire department responded to a residential fire alarm.
At approximately 9:55 pm, the fire department responded to a medical alarm.

**July 14, 2019**
At approximately 12:15 am, the fire department responded to a medical alarm.
At approximately 8:23 am, the fire department responded to a medical alarm.
At approximately 10:43 am, the fire department responded to a medical alarm.
At approximately 12:47 pm, the fire department responded to a medical alarm.
At approximately 3:40 pm, the fire department responded to a medical alarm.
At approximately 5:30 pm, the fire department responded to a medical alarm.
At approximately 6:36 pm, the fire department responded to a medical alarm.
At approximately 9:25 pm, the fire department responded to a medical alarm.
At approximately 9:31 pm, the fire department responded to an outdoor fire.

**July 15, 2019**
At approximately 11:37 am, the fire department responded to a medical alarm.
At approximately 12:04 pm, the fire department responded to a medical alarm.
At approximately 12:05 pm, the fire department responded to a medical alarm.
At approximately 1:10 pm, the fire department responded to a medical alarm.
At approximately 1:15 pm, the fire department responded to a medical alarm.
At approximately 4:20 pm, the fire department responded to a medical alarm.
At approximately 4:49 pm, the fire department responded to a commercial fire alarm.
At approximately 5:59 pm, the fire department responded to a medical alarm.
At approximately 7:10 pm, the fire department responded to a commercial fire alarm.
At approximately 7:28 pm, the fire department responded to downed wires.
At approximately 8:26 pm, the fire department responded to a broken hydrant.
At approximately 10:05 pm, the fire department responded to a medical alarm.

**July 16, 2019**
At approximately 4:39 am, the fire department responded to a residential fire alarm.
At approximately 7:08 am, the fire department responded to a medical alarm.
At approximately 10:25 am, the fire department responded to a residential fire alarm.
At approximately 12:08 pm, the fire department responded to a medical alarm.
At approximately 2:00 pm, the fire department responded to a commercial fire alarm.
At approximately 5:13 pm, the fire department responded to a medical alarm.
At approximately 6:12 pm, the fire department responded to a medical alarm.
At approximately 9:47 pm, the fire department responded to a lift assist.

**July 17, 2019**
At approximately 9:27 am, the fire department responded to a medical alarm.
At approximately 10:09 am, the fire department responded to a medical alarm.
At approximately 10:58 am, the fire department responded to a medical alarm.
At approximately 11:42 am, the fire department responded to a medical alarm.
At approximately 12:11 pm, the fire department responded to a medical alarm.
At approximately 12:54 pm, the fire department responded to a commercial fire alarm.
At approximately 1:15 pm, the fire department responded to a medical alarm.
At approximately 1:56 pm, the fire department responded to a medical alarm.
At approximately 3:47 pm, the fire department responded to a medical alarm.
At approximately 5:55 pm, the fire department responded to a lift assist.
At approximately 7:14 pm, the fire department responded to a medical alarm.
At approximately 10:42 pm, the fire department responded to a medical alarm.
At approximately 11:20 pm, the fire department responded to a medical alarm.

**July 18, 2019**
At approximately 7:26 am, the fire department responded to a vehicle accident.
At approximately 12:02 pm, the fire department responded to a medical alarm.
At approximately 12:33 pm, the fire department responded to a lift assist.
At approximately 12:34 pm, the fire department responded to a medical alarm.
At approximately 1:06 pm, the fire department responded to a commercial fire alarm.
At approximately 2:44 pm, the fire department responded to a medical alarm.
At approximately 2:53 pm, the fire department responded to a gas leak.
At approximately 6:47 pm, the fire department responded to a medical alarm.
At approximately 8:11 pm, the fire department responded to a commercial fire alarm.
At approximately 9:58 pm, the fire department responded to a medical alarm.
At approximately 9:59 pm, the fire department responded to a residential fire alarm.
At approximately 10:29 pm, the fire department responded to a medical alarm.

**July 19, 2019**
At approximately 12:38 am, the fire department responded to a medical alarm.
At approximately 12:52 am, the fire department responded to a medical alarm.
At approximately 7:00 am, the fire department responded to a medical alarm.
At approximately 11:03 am, the fire department responded to a medical alarm.
At approximately 11:24 am, the fire department responded to a medical alarm.
At approximately 11:25 am, the fire department responded to a lift assist.
At approximately 12:19 pm, the fire department responded to a medical alarm.
At approximately 2:30 pm, the fire department responded to a medical alarm.
At approximately 3:52 pm, the fire department responded to a medical alarm.
At approximately 3:57 pm, the fire department responded to a medical alarm.
At approximately 7:13 pm, the fire department responded to a commercial fire alarm.
At approximately 8:20 pm, the fire department responded to a residential fire alarm.

**July 20, 2019**
At approximately 1:16 am, the fire department responded to a medical alarm.
At approximately 6:59 am, the fire department responded to a medical alarm.
At approximately 8:38 am, the fire department responded to a downed tree.
At approximately 12:12 pm, the fire department responded to a medical alarm.
At approximately 12:25 pm, the fire department responded to a medical alarm.
At approximately 3:22 pm, the fire department responded to a medical alarm.
At approximately 3:29 pm, the fire department responded to a medical alarm.
At approximately 4:26 pm, the fire department responded to a medical alarm.
At approximately 4:37 pm, the fire department responded to a downed wire.
At approximately 6:30 pm, the fire department responded to a commercial fire alarm.
At approximately 6:31 pm, the fire department responded to a CO investigation.
At approximately 7:10 pm, the fire department responded to an outdoor fire.
At approximately 9:33 pm, the fire department responded to a medical alarm.

**July 21, 2019**
At approximately 2:51 am, the fire department responded to a medical alarm.
At approximately 4:57 am, the fire department responded to a medical alarm.
At approximately 6:35 am, the fire department responded to a medical alarm.
At approximately 6:52 am, the fire department responded to an odor investigation.
At approximately 11:13 am, the fire department responded to a medical alarm.
At approximately 12:11 pm, the fire department responded to a medical alarm.
At approximately 2:02 pm, the fire department responded to a burning complaint.
At approximately 2:43 pm, the fire department responded to a medical alarm.
At approximately 5:28 pm, the fire department responded to a medical alarm.
At approximately 11:58 pm, the fire department responded to a medical alarm.

**July 22, 2019**
At approximately 12:13 am, the fire department responded to a medical alarm.
At approximately 12:29 pm, the fire department responded to a medical alarm.
At approximately 12:55 pm, the fire department responded to a vehicle accident.
At approximately 4:58 pm, the fire department responded to downed wires.
At approximately 6:03 pm, the fire department responded to a medical alarm.

**July 23, 2019**
At approximately 12:45 am, the fire department responded to a medical alarm.
At approximately 3:13 am, the fire department responded to a medical alarm.
At approximately 4:43 am, the fire department responded to a citizen assist.
At approximately 10:20 am, the fire department responded to a medical alarm.
At approximately 10:44 am, the fire department responded to a smoke investigation.
At approximately 11:15 am, the fire department responded to a medical alarm.
At approximately 11:16 am, the fire department responded to a medical alarm.
At approximately 12:39 pm, the fire department responded to a medical alarm.
At approximately 7:24 pm, the fire department responded to a medical alarm.
At approximately 7:27 pm, the fire department responded to a medical alarm.
At approximately 8:36 pm, the fire department responded to a medical alarm.
At approximately 10:00 pm, the fire department responded to a medical alarm.
At approximately 11:57 pm, the fire department responded to a medical alarm.
NOTICE OF PUBLIC HEARING ON THE TENTATIVE APPORTIONMENTS FOR THE
OAKLAND-MACOMB INTERCEPTOR DRAIN

NOTICE is hereby given that the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District ("OMIDD") will meet to hold a public hearing on August 21, 2019 at 11:30 a.m. at the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan 48036, for the purpose of hearing objections to the tentative apportionments for the Oakland-Macomb Interceptor Drain for the Project described in the petitions which were filed December 20, 2018 from the City of Sterling Heights (Macomb County), and by the Charter Township of Waterford (Oakland County) requesting the Maintenance, Extension and Improvement of the Oakland-Macomb Interceptor Drain ("OMID") pursuant to Section 535 of the Michigan Drain Code of 1956 ("Drain Code"), as amended, MCL 280.535 (collectively, the "Petition").

The project involves the Maintenance, Extension and Improvement to the intercounty drain known as the Oakland-Macomb Intercounty Drain ("OMID") or any portion thereof, which is necessary for the public health, and includes acquiring certain rights and/or operating wastewater facilities consisting of sanitary sewer interceptors, a pumping station and ancillary wastewater facilities owned by and located within the City of Detroit, and currently leased to the Great Lakes Water Authority (the "Project").

At the conclusion of the public hearing, the Drainage Board will consider the comments made by the public at the hearing and make a determination as to whether it will confirm the apportionments as tentatively made and issue its Final Order of Apportionment or will adjust the apportionments in accordance with Section 521 of the Drain Code, MCL 280.521.

Pursuant to Section 536 of the Drain Code, MCL 280.536, should the Drainage Board issue its Final Order of Apportionment following the hearing specified herein, the Order shall not be subject to attack in any court, except by proceedings in certiorari brought within 20 days after the filing of such Final Order of Apportionment in the office of the chairperson of the Drainage Board. If no such proceeding shall be brought with the time above prescribed, the drain shall be deemed to have been legally established and the legality of the drain and the assessments therefor shall not thereafter be questioned in any suit at law or in equity.

The public corporations to be assessed for the cost of the Drain, and their tentative apportionments, are as follows:

OAKLAND - MACOMB INTERCEPTOR DRAIN
TENTATIVE APPORTIONMENT

OVERALL COUNTY APPORTIONMENT

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>MACOMB</td>
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<td>OAKLAND</td>
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MACOMB COUNTY COMMUNITIES - APPORTIONMENT

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<th>Township</th>
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<tr>
<td>Chesterfield Township</td>
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<td>Clinton Township</td>
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<td>City of Fraser</td>
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<td>Macomb Township</td>
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<td>Village of New Haven</td>
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<td>Shelby Township</td>
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<td>City of Sterling Heights</td>
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<td>City of Utica</td>
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<td>Washington Township</td>
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<td><strong>Total</strong></td>
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OAKLAND COUNTY COMMUNITIES - APPORTIONMENT

<table>
<thead>
<tr>
<th>Township</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>City of Auburn Hills</td>
<td>4.9705%</td>
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<tr>
<td>Independence Township (includes Village of Clarkston)</td>
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<td>City of Lake Angelus</td>
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<tr>
<td>Village of Lake Orion</td>
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<td>Oakland Township</td>
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<td>Orion Township</td>
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<td>Oxford Township</td>
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<td>Village of Oxford</td>
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<tr>
<td>City of Rochester</td>
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<td>City of Rochester Hills</td>
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<td>Waterford Township</td>
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<td>West Bloomfield Township</td>
<td>1.6414%</td>
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<td><strong>Total</strong></td>
<td><strong>33.1000%</strong></td>
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Copies of the Petition(s) are available for public inspection at the Oakland County Water Resources Commissioner’s Office, Public Works Building 95 West, One Public Works Drive, Waterford, Michigan, and at the Macomb County Public Works Commissioner’s Office, 21777 Dunham Road, Clinton Township, Michigan.

Dated: July 24, 2019

/s/ Jim Nash
Secretary, Oakland – Macomb Interceptor Drainage Board

221773094.5