

SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 23rd day of December 2024, by and between the Charter Township of Orion, a municipal corporation, with offices located at 2323 Joslyn Road, Lake Orion, Michigan 48360 (hereinafter called "Township") and Waste Management of Michigan, Inc. (hereafter called "Contractor").

WHEREAS, Township has determined that contracting for solid waste, yard waste and recycling collection, transportation and disposal services is in the public interest;

WHEREAS, Township has requested a proposal from the Contractor to perform solid waste, yard waste and recycling collection, transportation and disposal services for the Township;

WHEREAS, the negotiated proposal has been determined by the Township to provide to Township residents the best services value for the proposed costs and to be in the overall best interests of the Township;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

1. **Definitions.** The terms used within this Contract shall be defined according to the definitions contained in Attachment A: Definitions.
2. **Contractor's Obligations.** Contractor agrees to furnish solid waste, yard waste and recycling collection, transportation and disposal services to the Township for the contract term beginning January 1, 2025 and continuing to and including December 31, 2029 unless earlier terminated. Contractor may request the five-year extension as provided for in the RFP, which shall be submitted to the Township nine (9) months prior to the current expiration date. Granting requests for the contract extension shall be at the sole discretion of the Township and shall not be contestable or appealable by the Contractor provided that, if the Township grants an extension, it shall be on terms mutually agreeable to both parties. The Board may approve the extension by a majority vote.

All services shall be rendered in strict conformance with this Contract, the attached Contract documents specifying additional terms and conditions related to the furnishing of the services and the attachments hereto, which are made a part of this Contract. The Contract Documents include the Performance Bond, Certificates of Insurance, this Contract and any supplements or changes to these documents agreed to by the parties. The Contractor shall furnish all labor, vehicles, tools, equipment, materials, buildings and lands – unless otherwise specified – and shall perform all the work called for and described in the Contract Documents relating to the collection, transportation and disposal of solid waste, yard waste and recyclables in the Township. Contractor shall comply with any applicable regulations promulgated by the Township regarding these services.

The services to be provided by the Contractor are detailed in Attachment B: Contractor's Service Specifications.

3. **Compensation.** For services satisfactorily provided under this Contract, Township agrees that quarterly invoices be provided to Service Units by the Contractor in accordance with Exhibit A: Compensation Schedule.
4. **Furnishing of Proposed Routes; Notification of Rejected Refuse.** Contractor shall work with the Township to establish and adhere to four day per week routes under a four day per week, Tuesday through Friday, collection schedule as agreed to by the Township and Contractor. Changes to the route schedule which will impact a resident's collection day shall be submitted by the Contractor in writing at least sixty (60) days in advance to the Township's program manager or designee. Contractor shall obtain final approval in writing for proposed route change from the 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 goods 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 the Township in advance of the proposed change after approval by the Township. In addition, Contractor shall provide the Township with prompt notice as to addresses where refuse was rejected for collection due to non-compliance with the terms of this contract.

5. **Licenses.** Contractor shall obtain, at its own expense, any licenses required by the federal, state or local governments necessary to operate the equipment and perform the work required by this contract. Employees and subcontractors of the Contractor shall be properly trained and have all licenses and endorsements required by federal, state and local laws in order to operate the equipment and vehicles utilized in the performance of this Contract.
6. **Vehicles.** The Contractor shall submit a list of all vehicles intended to be used in providing the services required by this Contract to the Township on a monthly basis. 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 the Township's program manager or designee. All vehicles and equipment utilized by the Contractor in the performance of the services under this Contract shall be in good condition and fit for the intended purpose, and kept in good repair and operating order, leak-proof, and clean and free of objectionable odors. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety and appearance. Rejected equipment must be replaced or repaired by the Contractor within a reasonable time stated by the Township's program manager or designee.
7. **Employees.** Contractor shall take reasonable precautions in the selection of its employees and subcontractors 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 Documents shall be furnished by the Contractor over employees and subcontractors at all times while they are working within the Township. 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.
8. **Nondiscrimination Against Persons with Disabilities.** Contractor agrees that it, nor its subcontractors 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 disabilities as defined in the Persons with Disabilities Civil Rights Act, that is related to such person's ability to perform the duties of a particular job or position. Any fines or penalties for violations of any laws, ordinances, or regulations relating to such matters shall be the sole responsibility of the Contractor.
9. **Elliott-Larsen Civil Rights Act.** Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to such persons hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to that employment because of such person's race, color, religion, national origin, ancestry, age, height, weight, gender (sex) and marital status.
10. **Equipment Storage Yard and Maintenance Building.** Prior to commencement of work under this Contract, Contractor shall provide evidence that an approved equipment storage yard and maintenance building is available to service the collection vehicles during the term of this Contract.
11. **Complaints.** All complaints made by residents regarding the collection and removal of solid waste, recyclables, yard waste/lawn debris or bulky items/white goods shall be received and investigated by the Contractor. A written report of the resolution of such complaint shall be returned to the Township.

within twenty-four (24) hours. Complaints shall be resolved on a daily basis. If the Township determines the Contractor's actions violate the terms of this Contract and the complaint is justified, the Contractor shall at its own expense take commercially reasonable remedial action acceptable and satisfactory to the Township.

12. **Compliance with Applicable Laws.** Contractor, its employees and agents shall, during the term of this Contract, comply with all applicable federal, state and local laws, rules, regulations or orders pertaining to the activities and work which is the subject of this Contract.

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, provided that Contractor may pass through certain costs increases to adjust for the following: (1) increases in direct costs to Contractor and to all other solid waste transporters and/or disposal facilities in Oakland County, Michigan resulting from Changes in Law that are adopted or promulgated after the Effective Date of this Contract and (2) exceptions otherwise noted. Also, Contractor shall pass through certain cost decreases to adjust for decreases in direct costs to Contractor and to all other solid waste transporters and/or disposal facilities in Oakland County, Michigan resulting from Changes in Law that are adopted or promulgated after the Effective Date of this Contract.

13. **Compliance with Environmental Laws.** Contractor, its employees, subcontractors and agents shall, during the term of this Contract, comply with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, the Toxic Substances Act of 1976, the Emergency Planning and Community Right-to-Know Act of 1986, the Clean Air Act of 1966, as amended, the National Environmental Policy Acts of 1975, the Natural Resources and Environmental Protection Acts, and all rules, regulations and guidance documents promulgated or published thereunder, and any federal, state, regional, county or local statutes, laws, rules, regulations or ordinances relating to public health, safety or the environment.

14. **Disposal Facilities.** The Contractor shall deliver all solid waste, yard waste or recyclables collected to appropriate facilities in compliance with all applicable laws. The Disposal Facilities are identified as follows:

- a. Solid Waste – Eagle Valley Landfill
- b. Recyclables – GFL Transfer Station, provided that once Contractor's Detroit MRF is operational and able to accept Recyclables, the Detroit MRF shall become the Disposal Facility for Recyclables.
- c. Yard Waste – A mutually agreed upon facility operating in accordance with all Applicable Laws.

The parties by mutual agreement in writing may agree to any alternate facility for any of the above materials.

15. **Waiver/Indemnity.**

- a. Responsibility for Waste, Yard Waste and Recyclables. Contractor shall be responsible for waste, yard waste and recyclables after it is loaded into the Contractor's collection vehicles. Except as set forth below, title to waste, yard waste and recyclables shall pass to the Contractor when placed in Contractor's collection vehicle. The waste collected by Contractor pursuant to this Contract shall not include Excluded Waste. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

- b. Waiver. The Contractor for itself, its successors and assigns further releases, waives, discharges and covenants not to sue the 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 (collectively, "Losses"), 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 the Township. The foregoing waiver shall not apply to any Losses to the extent that the Township generates and tenders Excluded Waste to the Contractor.
- c. Indemnity. To the fullest extent permitted by law, Contractor expressly agrees to indemnify, defend and hold the Township harmless against all Losses, 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 negligent act or omission of Contractor or any employee, subcontractor or other person acting on Contractor's behalf (collectively, the "Contractor Parties") in connection with or incident to this Contract or the work to be performed by the Contractor Parties hereunder, or for any breach by the Contractor of its obligations pursuant to this Contract.

Contractor's obligation to indemnify, hold harmless and defend the Township shall survive the expiration or termination of this Contract. By entering this Contract, the parties do not waive any immunities provided by law.

16. Insurance Requirements. The Contractor shall secure and keep in force during the entire term of this Contract, and any renewal or extension, the insurance coverages specified below. The Contractor shall not commence work under this Contract until it has obtained the insurance required under this action. All coverages and bonds shall be with insurance carriers licensed or admitted to do business in Michigan and reasonably acceptable to the Township. If any insurance is written with a deductible or self-insured retention, the Contractor shall be solely responsible for the deductible or self-insured retention. 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 the Township.

- a. Worker's Compensation Insurance. The Contractor shall procure and maintain during the term of this Contract Worker's Compensation Insurance and Employer's Liability Insurance 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 \$5,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - i. Contractual Liability
 - ii. Products and Completed Operations with limits not less than \$5,000,000
 - iii. Independent Contractors Coverage
 - iv. Broad Form General Liability Extensions or equivalent
- c. Motor Vehicle Liability Insurance. The Contractor shall procure and maintain during the life of this Contract, Motor Vehicle Liability Insurance including Michigan No-Fault Coverages for all vehicles used in the performance of this Contract. The Limits of Liability shall not be less than \$5,000,000 per accident combined single limit Bodily Injury and Property Damage.
- 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. Limits of liability shall not be less than \$5,000,000 per incident or aggregate combined single limit Bodily Injury and Property Damage.

- e. Additional Insured. Commercial General Liability, Motor Vehicle Liability and Pollution Insurance shall include an endorsement stating: "It is understood and agreed that the following shall be Additional Insureds: Orion Township, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. 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, Pollution and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."
- g. Self Insurance. The Township reserves the right to waive the insurance requirements set forth in this Contract if the Contractor provides evidence on an annual basis of an established self-insurance program satisfactory to the Township protecting against liabilities required to be assumed by Contractor under this Contract. The Contractor must maintain a self-insurance program satisfactory to the Township or secure and maintain the insurance set forth in this Contract during the entire term of this Contract.

17. **Proof of Insurance**. The Contractor shall provide the Township at the time this Contract is returned for execution, a Certificate of Insurance evidencing the required coverages and endorsements.

18. **Performance Guarantee**.

- a. Performance Bond. The Contractor shall furnish, at its own expense prior to execution of this Contract, a performance bond in the amount of \$500,000.
- b. Form of Bond. The bond shall be with an insurance company or surety licensed and admitted to do business in the State of Michigan and acceptable to the Township.
- c. Default. Should the Contractor fail, neglect, or refuse to perform its duties under this Contract or shall otherwise be in default under the terms of the Contract, the Township may immediately notify the bonding company. Due to the nature of the services being provided under this Contract, the Township may take whatever steps necessary to dispose of refuse until the surety provides an acceptable alternative. All costs incurred by the Township due to the default of the Contractor, including attorney fees, shall be paid to the Township by the bonding company based upon invoices submitted by the Township on a monthly basis. The cost so incurred by the Township shall be paid by the bonding company for the remaining period of this Contract from the date of default.

19. **Default/Termination**. Except in the case of repeated defaults, the Township shall provide written notice to the Contractor specifying the failure in order to give the Contractor an opportunity to cure the default. The Township may terminate this Contract prior to its expiration date upon seventy-two (72) written notice to the Contractor upon the occurrence of any of the following events of default:

- a. The failure by the Contractor to fulfill its obligations in a timely and proper manner in accordance with this Contract.
- b. The failure by the Contractor to perform any material covenants, agreements, terms or obligations set forth in this Contract.
- c. The Contractor ceases conducting business in a normal course by reason of insolvency or

bankruptcy, whether voluntary or involuntary.

- d. The Contractor assigning, delegating or subcontracting this Contract without the prior written consent of the Township in violation of Section 21 of this Contract.
- e. The Township suspends its involvement in solid waste, yard waste and recyclables collection, transportation and disposal services.

The Township shall provide written notice to the Contractor specifying the default. The Contractor shall have seventy-two (72) cure the failure. Further, if the Contractor promptly undertakes reasonable actions to cure the failure and diligently pursues same to completion to the satisfaction of the Township, there shall be no default.

After the event of a default, which is not cured by Contractor as provided above, the Township thereafter may terminate this Contract by written notice of termination by Township sent by certified mail, return receipt requested, to the Contractor. Upon such termination, the Township may, in its discretion, instruct the Contractor to continue performance of this Contract for a period up to an additional sixty (60) days after termination in order to facilitate the Township's use of a replacement contractor. If the Township utilizes the Contractor for these additional services, it shall pay the Contractor at the rates provided for in the Contract.

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

In addition to any other available remedies, the Township may assess the financial charges for violations set forth in Attachment B: Contractor's Service Specifications and Rate Schedule in addition to any other remedies available with respect to such defaults.

The charges provided 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, the Township reserves the right to collect from the Contractor or its surety, in addition to the charges, the actual damages incurred by the Township as a result of the default or abandonment.

Whenever a fee or charge is assessed pursuant to these subparagraphs, the Township may deduct such charges from any amounts due the Contractor in any succeeding month or invoice the Contractor. The Contractor shall provide payment to the Township within one (1) month of the date of the invoice. Upon written request by the Contractor, the Township shall furnish the Contractor with the details of the incident-giving rise to the fee(s) or charge(s).

- 20. **Construction of Contract.** To the extent a provision of this Contract conflicts with a term, provision or condition contained in Section 1 of this contract, the specific contract provision in this Contract shall take precedence over, govern and control the intent of the parties and shall supersede such other provisions contained in Section 1. To the extent a provision of this Contract conflicts with a term, provision or condition contained in the specifications or the Contractor's Complete Proposal and supplementary documents, the specific provision in this Contract shall take precedence and control.
- 21. **Assignment.** This Contract shall not be assigned, delegated or subcontracted by the Contractor without the prior written consent of the Township, which consent shall not be unreasonably withheld. For purposes of this 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 Contractor to any person without the prior written consent of the Township shall be considered to be an assignment. Notwithstanding anything to the contrary in this Contract, the Township's consent will not be required if the ultimate parent of 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 Contractor, any other entity that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with Contractor.

22. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties.
23. **Modification.** This Contract, or any terms hereof, may be changed, waived, discharged or terminated, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.
24. **Cumulative Remedies.** No right, power or remedy conferred upon or reserved to the Township under this Contract is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or now or hereafter existing at law or in equity or by statute.
25. **Governing Law.** This Contract is made in and shall be governed by the laws of the State of Michigan.
26. **Uncontrollable Event.** Except for the Township's obligation to pay amounts due under this Contract, any failure or delay in performance under this Contract by either party due to an Uncontrollable Event shall not constitute a breach of this Contract but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.
27. **Contractor's Property.** Except as otherwise provided in Section 4 of the Contractor's Services Specifications, all bins, containers, trucks, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property, except for the trash, recycling and yard waste carts provided to Township residents, ownership of which shall remain with the Township. The Township and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.
28. **Ineligibility of Iran Linked Businesses.** The Contractor certifies on behalf of the Contractor that Contractor is not an "Iran Linked Business," as defined in the Iran Economic Sanctions Act of the State of Michigan, 2012 PA 517.

IN WITNESS WHEREOF, this Contract has been duly executed and shall become effective on the date of the last signature stated below.

CHARTER TOWNSHIP OF ORION

By: [Signature]
Its: Township Supervisor

Dated: 12/23/24

WASTE MANAGEMENT OF MICHIGAN, INC.

By: [Signature]
Its: President

Dated: 12/31/24

CHARTER TOWNSHIP OF ORION

By: [Signature]
Its: Township Clerk

Dated: 12/23/24

ATTACHMENT A: DEFINITIONS

Words that are used herein as defined terms shall, unless the context clearly requires otherwise, have the meanings set forth below (even if such terms are not capitalized).

1. Act means Act No. 179 of the Michigan Public Acts of 1947 (MCL 123.305 et.seq.).
2. Affiliate means any parent, subsidiary, or any other entity controlling, controlled by, or under common control of the Contractor.
3. Applicable Laws means any Permits, licenses and approvals issued for or with respect to the Facilities (or any component or operation thereof) and/or issued for or with respect to the performance of obligations in this Contract, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation or standards, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects the Township, the Contractor and/or the Facilities (or any portion thereof, or the performance by a party of its obligations hereunder.
4. Basic Service means basic services described in Contractor's Service Specifications.
5. Billing Period shall be a standard calendar three-month period or quarter of a year.
6. Billing Year means a 12-month period.
7. Bulky Waste means discarded items that are larger than three (3) feet in any dimensions, heavier than fifty (50) pounds in weight and/or otherwise will not fit within an empty Cart including, but not limited to: furniture, area and floor rugs, small appliances, mattresses and box springs, carpeting, and other similar items. All liquids must be drained, and no item may contain Freon. Please see Exhibit C for acceptable bulk items and preparation guidelines.
8. Change in Law means any act, statute, rule, ordinance or legislative action promulgated after the Contract Date whose compliance therewith materially increases the costs of performing the services required under the Contract.
9. Contract means the agreement covering the performance of the work hereinafter defined, and payments therefore including the executed Contract, Contract Bond, Insurance and Specifications; all of which are to be treated as one instrument whether or not set forth at length in the form of contract.
10. Contract Date means the date that is embodied in the preamble to this Contract.
11. Contract Documents means this Contract and supplementary documents.
 - a. Addendums
 - b. Contractor's Complete Proposal and supplementary documents
 - c. Bond
 - d. Insurance Certificates
 - e. Attachments
12. Contract Waste means the materials that Contractor is responsible to collect under this Contract; namely Trash (including Bulky Waste/White Goods), Recyclables and Yard Waste.
13. Contract Year means a Billing Year, the 12-month period commencing on January 1 and ending on December 31.
14. Contractor means the party herein contracting to perform the work covered by this Contract; or any part of it, the successors or assigns, or duly authorized agents or legal representatives.

15. Contractor Cost Schedule means the Contractor's schedule of charges for Contractor services per Service Unit per Quarter as shown in Exhibit A.
16. Contractor Fault means any breach, failure, non-performance or non-compliance by the Contractor with the terms and conditions of this Contract or the terms of any Permits, licenses or approvals applicable to the Facility, or any negligence or willful act or omission of any officer, agent, employee, contractor, subcontractor or independent consultant or contractor of the Contractor which prevents or delays the Contractor from performing its obligations under the terms of this Contract or which increases the cost of such performance or limits or impairs the ability of the Township to receive any benefits or any right under this Contract.
17. County means Oakland County, Michigan, and its successors and assigns.
18. Default means the non-performance or mal performance of the Contractor under the terms of this Contract.
19. Designated Services means any Basic Service or Optional Service that the Contractor is authorized by the Township to provide under the terms of this Contract.
20. Designated Service Area means the geographic area that the Contractor is authorized by the Township to provide Basic Service or Optional Service within under the terms of this Contract.
21. EGLE or MEGLE or the Department means the Michigan Department of Environment, Great Lakes and Energy, or any successor thereof, including any agency or Department to which the powers of the Department of Environment, Great Lakes and Energy shall be transferred.
22. Disposal means the burial of Trash at a Disposal Facility.
23. Disposal Facility (ies) means the Facilities identified in Section 14.
24. Disposal Services means the services required to be performed by a Contractor pursuant to another Contract and the specifications in connection with the final disposal of the Trash handled at the Disposal Facility.
25. Dispute means any controversy between the parties with respect to the interpretation or application of any provision of the Contract or the performance by Contractor of the Township of their respective obligations hereunder, or otherwise arising out of the Contract.
26. Effective Date means the date the Contract was executed.
27. Environmental Laws means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including without limitation, ambient air, surface water, ground water, land or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials.
28. Excluded Waste means any Unacceptable Waste, waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Contractor pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Contractor's equipment of facilities, or present a substantial

endangerment to the health or safety of the public or Contractor's employees. Title to and liability for Excluded Waste shall remain with the generator at all times.

29. Facility or Facilities means transfer stations, disposal, recycling or compost facilities and/or any other building or site that is mutually agreed on for the provision of services under this contract, including disposal and recycling facilities designated and selected by the Township.
30. Government Approvals means all licenses, permits and approvals required from any Government Body for the performance of the Contractor under this Contract.
31. Governmental Body means, as appropriate, any one or several of any Court of competent jurisdiction, the United States of America, the State of Michigan and/or any state in which the Facilities are located or which validly exerts appropriate jurisdiction over the Contractor or its activities relating to the Facilities; or any agency, authority, regulatory body or subdivision or any of the above as may have jurisdiction over or power and authority to regulate the Contractor and/or the transfer, transportation and disposal/processing of Contract Waste, including any local or county unit of government.
32. Guarantor means either a joint venture partner or other similar entity, who expressly assumes joint and several liability for the Contractor, or other entity serving as Guarantor and which in each case guarantees performance of the obligations of the contractor under the terms of this Contract.
33. Hazardous Waste means a hazardous waste as defined in RCRA.
34. Household Hazardous Waste means any Solid Waste generated in Single-Family and Multi-Family dwellings by a consumer, which except for the exclusion provided in 40 CFR 261.4(b)(1), would be classified as a Hazardous Waste under 40 CFR, Part 261.
35. Initial Term means the initial five-year (5) period of the Contract from the Start Date.
36. Landfill or Landfills means any and all portions of the landfill(s) that are designated as a Disposal Facility.
37. MRF means the Materials Recovery Facility or Recycling Facility.
38. Operator means any Person owning or operating a transfer station, landfill, processing or recycling center, or any similar solid waste disposal facility.
39. Optional Service means the optional services specified in Attachment B: Contractor's Service Specifications and Rate Schedule.
40. Permits means the applicable approvals, authorizations, certifications, licenses and Permits issued by federal, State or local governmental authorities required for the operation and maintenance of the Facility.
41. Person means any and all persons, natural or artificial, including any individual, firm or association, business trust, partnership, joint venture (provided, however, that as to any business trust, partnership or joint venture in which any federal government corporation has direct, equitable or beneficial ownership, such business trust, partnership or joint venture shall not be included in the definition of "person"), municipality, and public, municipal, nonprofit or private corporation organized or existing under the laws of this State or any state, and any governmental agency or county of this State and any Department, agency or instrumentality of the executive, legislative and judicial branches of the federal government.
42. RCRA means Resource Conservation and Recovery Act of 1976, 42 USC, 6901 et seq, as amended.

43. Recyclables Materials or Recyclables means those materials which would otherwise become Trash and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products that are acceptable materials at the MRF, as further identified by the Recyclables Specifications attached hereto as Exhibit B.
44. Residential Unit means any individual living unit in a dwelling intended for or capable of being utilized for residential living. Residential Unit does not include an individual living unit in a hotel or motel, guesthouse, residential care facility, extended care facility, sorority or fraternity house, school, dormitory, residential service facility, emergency residential shelter, hospital, convent or monastery that would be defined as a commercial establishment as defined by municipal code.
45. Schedule means any exhibit, attachment, form, schedule or annex, which is attached to, incorporated in, or made a part of this Contract.
46. Senior means at least one homeowner and resident of a Residential Unit over the age of 65 years old.
47. Service Day means the next day that Contractor is actively operating in the Township, as may be adjusted for Holidays.
48. Service District or Service Area means any geographic area that the Contractor is authorized by the Township to provide service within the terms of this contract.
49. Service Unit or Service Recipient means any Residential Unit in the Service District eligible to receive the Designated Services under the terms of this Contract.
50. Service Unit Count means the number of Service Units eligible to receive a specific Designated Service to be used for billing purposes by the Contractor as determined by the Service Unit Count audit.
51. Service Unit Fee Schedule means the per Service Unit charges that the Contractor will be authorized to bill each Service Unit on a quarterly basis for each calendar year of the contract term. The Service Unit Fee Schedule includes both the Contractor's Cost Schedule and the Township's Pass Through Costs required to cover Township obligations for the balance of the system costs (e.g. the Designated Disposal Facility charges, etc.) that the Township will be paying, with those Pass Through Costs added to Contractor's quarterly costs to make up the final Service Unit Fee Structure for each year, to be finalized by the Township and Contractor no later than November 30 of the prior year.
52. Solid Waste Act means Public Act 641 of 1978 (Act 641) of the State of Michigan and the acts amendatory thereof and supplemental thereto.
53. Solid Waste Management Plan means Oakland County Solid Waste Management Plan approved June 15, 2000 and future amendments.
54. Start Date means the date that the Contractor shall commence provision of the Combined Services to Service Units. Unless otherwise notified in writing by the Township, the Start Date is expected to occur on January 1, 2025.
55. State means the State of Michigan.
56. Subcontractor means a person, firm or corporation other than a Contractor supplying labor and equipment for work covered by this Contract.
57. Supervisor means the manager responsible for the Contractor as set forth in Attachment B of this Contract.

58. Surety means any person, firm or corporation that has executed as Surety, the Contractor's performance bond security the Contract.
59. Term means the length of the Contract, which is intended to be one five-year (5) increment followed by an additional five-year (5) increment if requested by the Contractor and approved by the Township, in its sole discretion, on terms mutually agreed upon by the parties.
60. Ton means a short ton of 2,000 pounds.
61. Township means the Township of Orion, Oakland County, Michigan.
62. Township Designated Compost Facility means the primary and backup compost facilities meeting the requirements of the State of Michigan, Department of Environment, Great Lakes and Energy identified by the Contractor and/or designated by the Township.
63. Township Designated Disposal Facilities means the primary and backup landfills and/or Transfer Stations meeting the requirements of the State of Michigan, Department of Environment, Great Lakes and Energy identified by the Contractor and/or designated by the Township, including the Eagle Valley Disposal Facility that the Township will contract directly with for receipt of the Township's trash collected by the Contractor.
64. Township Designated Recycling Facilities means the primary and backup Material Recovery Facilities and/or Recycling Transfer Stations meeting the requirements of the State of Michigan, Department of Environment, Great Lakes and Energy identified by the Contractor and/or designated by the Township, including the SOCRRA MRF which the Township reserves the right to contract directly with for receipt of the Township's recyclables collected by the Contractor, and for which the Township shall provide no less than 30 day notice.
65. Trash or Refuse means solid waste as set forth in Michigan Public Act 641 which are acceptable for disposal in a Type II sanitary landfill and shall not include any waste, or portion thereof, which is liquid, radioactive, volatile, highly flammable, explosive, infectious or pathological, asbestos, special waste or Hazardous Waste.
66. Uncontrollable Circumstance means any act, event or condition occurring on or after the Contract Date that has had, or may reasonably be expected to have, a material and adverse effect (for this purpose, any act, event or condition or the costs of which are the result of the willful or negligent action or inaction of a party shall not be deemed to have a material and adverse effect) on a right or an obligation of either or both of the Township or the Contractor under this Contract if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract. Uncontrollable Circumstances shall include the following:
- a. An act of God, landslide, lightning, earthquake, fire, explosion, flood, nuclear radiation, acts of public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area of the Facilities;
 - b. The suspension, termination, interruption, denial or failure of renewal or continuation of any permit, license, consent, authorization or approval required for the provision of services; provided however, that such event shall not be the result of the willful or negligent action or inaction of the party relying thereon;
 - c. The loss of or inability to obtain any utility services, including water, sewerage, fuel oil, gasoline and electric power other than that generated by the Facilities, necessary for operation of the Facilities if such loss or inability is not the result of the willful or negligent action or inaction of the Contractor; and

- d. A public or private labor dispute relating to the collection of Contract Waste which involves persons other than those working for (or on behalf of) the Contractor or any affiliate or subcontractor hired by the Contractor, which prevents the delivery of Contract Waste to the Facilities.

The occurrence of an Uncontrollable Circumstance shall only suspend the obligations of the parties hereto to perform their respective obligations hereunder to the extent that such performance is impaired or prevented as a direct result of such occurrence.

- 67. Unit means any dwelling that is to be provided service under this Contract (i.e. Service Unit).
- 68. White Goods means metal residential appliance with freon removed prior to collection (if applicable), including but not limited to water heaters, washers, dryers, stoves, air conditioners and refrigerators.
- 69. Yard Waste means compostable materials such as leaves, grass clippings, vegetable or other garden debris, shrubbery, brush or tree trimmings less than four (4) feet in length and three (3) inches in diameter that can be converted to compost humus. The term excludes agricultural waste, animal waste, roots, sewage sludge, stumps and treated wood.
- 70. Terms Generally. Whenever the context may require, any pronoun which is used in this Contract shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise noted, the words "include," "includes," and "including" which are used in this Contract shall be deemed to be followed by the phrase "without limitation." The words "agree," "Contracts," "approval," and "consent" which are used in this Contract shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed" except as may otherwise be specified.

**ATTACHMENT B
CONTRACTOR'S SERVICE SPECIFICATIONS**

1. GENERAL SPECIFICATIONS

a. Scope of Work. Contractor shall acquire at its own cost and expense all necessary labor, materials, machinery, equipment, rolling stock, fuel, tires, tools, spare parts, insurance, bond and other equipment necessary for performing the Trash, Recyclables and Yard Waste collection services for the Township. Contractor will begin the requested service for collection on January 1, 2025.

i. Contractor shall deliver all Contract Waste to a Township Designated Disposal Facility, which the Township has contracted for separately. The Township Designated Disposal Facilities are listed below. The Township will separately contract with the primary facility, Eagle Valley Landfill, and directs the Contractor to deliver all Contract Waste to that facility. Use of any other Facilities than Eagle Valley Landfill or addition of Facilities to the Township Designated Disposal Facilities List requires Township written approval prior to delivery.

Priority	Facility	Owner/Operator
Primary: Township Contracted	Eagle Valley Landfill	WM
WM to notify Township of alternate locations if and/or when needed		

ii. Contractor shall deliver all Recyclables to a Township Designated Recycling Facility, which the Township may choose to contract for separately as provided for in the RFP, and will, at the time the Township chooses to take such action, adjust Contractor fees as provided for in Attachment B: Contractor Service Specifications and Rate Schedule. The Township Designated Recycling Facilities are listed below. Adding any Facilities to the Township Designated Recycling Facilities List requires Township written approval prior to delivery.

Priority	Facility	Owner/Operator
Primary: Contractor Responsibility	GFL Transfer Station	GFL
Alternate (approval required)	Detroit MRF	WM
WM to notify Township of alternate locations if and/or when needed		

The Alternate Facility identified above, Detroit MRF, shall not become a Township Designated Recycling Facility until the following has been completed prior to any delivery: a) written documentation of the recycling operations of that site and the MRF that that site will be delivering Recyclables to is submitted to the Township for consideration showing the capabilities of the proposed Township Designated Recycling Facility is able to successfully recycle the Acceptable Recyclables listed for Single Stream Curbside Recycling in Exhibit B; b) a site visit of both sites is conducted by the Township or its designee; and c) the Township's written approval has been secured prior to any delivery.

iii. Contractor shall deliver all Yard Waste to a Township Designated Composting Facility. The Township Designated Composting Facilities are listed below. Adding any Facilities to the Township Designated Composting Facilities List requires Township written approval prior to delivery.

Priority	Facility	Owner/Operator
Primary: Contractor Responsibility	EWS	EWS
WM to notify Township of alternate locations if and/or when needed		

- b. Contractor Responsibility for Conditions of Work. Contractor is responsible for making its own independent investigation into the conditions of the work, regarding the provisions of collection services and shall determine to Contractor's satisfaction the conditions to be encountered, the nature of the work and all other factors affecting the work under this Contract.
- c. Permits. Contractor is responsible for obtaining and being responsible for any and all federal, state, county or local permits as are required to satisfy building, health and environmental statutes and rules and ordinances as may pertain to the selection, installation and/or operation of mobile or fixed equipment.
- d. Employee Qualification, Payment and Accident Prevention. All persons employed by Contractor shall be competent, skilled and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude towards the public at all times.

Contractor is responsible, for payment to its employees in accordance with all local, state and federal requirements. The Township will be held harmless and indemnified from any claims whatsoever arising out of any non-payment dispute or issue.

Precaution shall be exercised at all times for the protection of persons, including employees and property and hazardous conditions shall be guarded against or eliminated.

Contractor shall employ only competent and trustworthy workers, including reliable drivers and route supervisors. Contractor will be solely responsible for any traffic tickets incurred by Contractor's drivers. Should the Township at any time give notice to Contractor that the work or behavior on the job of Contractor's employee is insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper order or in any way a detriment to the satisfactory progress of the work, such employee shall forthwith be removed from any and all work associated with this Contract.

- e. General Services Standards. Contractor is to perform all work as provided for in this Contract and deliver all trash, recyclables and yard waste to facilities identified in this document. The work to be done by Contractor shall include the furnishing of all labor, supervision, equipment, materials, supplies, insurance, bond and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not. The work to be done by Contractor shall be accomplished in a thorough and professional manner so that the residents of the Township are provided reliable, safe, courteous and high-quality collection services at all times.

Contractor shall provide complete service for all routes within the Designated Service Area each day as scheduled. All collection will be performed between the hours of 7:00 a.m. and 7:00 p.m., Tuesday through Friday (or Saturday during a holiday week). Contractor shall develop routes that specify the order in which accounts receive service on each collection day. Any change in routes will be communicated individually and in advance to Service Units after review and approval by the Township. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. Contractor shall use commercially reasonable efforts to empty all vehicles of materials collected on the same day of collection.

- i. Care of Public and Private Property: Township shall refer complaints about damage to private or public property to Contractor. Contractor shall pay for or repair all damage to public and private property caused by its employees.
- ii. Private Driveways: Contractor shall not be required to enter private driveways; however, the owner of a Unit may arrange for such services directly with Contractor.

Any cost associated with such service is excluded from any charges under the Contract and is a matter between the owner of the Unit and Contractor.

- iii. Handicap/Back Door Service: There are residential Units on the collection routes that are occupied by individuals who have been determined by the Township to be unable to move Contract Waste, recyclables and compostables to the curb. These locations will require back door service by Contractor as part of the regularly scheduled collection required by the Contract and not as a separate pay item. Contractor will be required to bring the containers to the curb and return the container to the back door.
- iv. Cart Care and Replacement: Contractor shall exercise reasonable care and diligence in handling carts. The Township requires residents to utilize and maintain the trash and recycling carts, and Contractor must exercise due care in preventing damage to carts, thereto. In the event that Contractor damages a cart(s), Contractor shall be responsible for replacing said cart(s) with one of equivalent value at Contractor's expense by Service Recipient's next collection day (excluding Saturdays and Sundays).
- v. Litter Abatement: Contractor shall use due care to prevent materials from being spilled or scattered during the collection process. If materials of any kinds are spilled during collection or transportation, Contractor shall promptly clean up all spilled materials. Each vehicle shall carry all necessary equipment at all times for this purpose.
- vi. Hours of Service: Collection and transport of materials under this Contract may occur only between the hours of 7:00 a.m. and 7:00 p.m. Exception may be requested for variances to these normal hours of operations when special or unforeseen incidents occur. Collection on Saturdays or Sundays shall not be allowed unless otherwise approved by the Township.

Storms and Other Disasters: In case of a storm or other disaster, Township may grant Contractor reasonable variances from regular schedules and routes. As soon as practicable after such storm or disaster, Contractor shall advise Township of the estimated time required before regular schedules and routes can be resumed.

- vii. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled Service Day, Collection Services will be performed on the next weekday. Operations support and customer service are not required to be provided on Holidays.
- viii. Noise: All collection and transport equipment operations shall be conducted as quietly as practical and shall conform to applicable federal, State, County and respective local noise level regulations.
- ix. Infrastructure Renovation and Service Disruption: Periodically, major renovation is necessary to maintain the infrastructure of the Township. This includes such activities as replacing, gas, water and sewer lines, surfacing or resurfacing streets and replacing wiring for telephone, electricity or cable telephone. If the Township is notified in advance of these activities, the Township will notify Contractor. However, work will be initiated without prior notification. Alternate services must be provided by Contractor during this period of disruption. No additional fees shall be payable for services provided under these conditions.

- f. Contractor's Vehicle and Equipment Standards. Contractor shall be responsible for providing a fleet of collection vehicles and equipment of such type and in such quantity and capacity to efficiently fulfill its obligations under this Contract. Contractor shall also be responsible for the

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

Vehicles shall be maintained to State of Michigan Department of Transportation standards. Township shall inspect all vehicles to be used in servicing this Contract before services commence each year of the Contract in accordance with Township ordinance. The Township shall notify Contractor of the failure of any vehicle to meet a requirement of the inspection.

- i. Specifications: All vehicles used by Contractor in providing collection of materials under the Contract shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that gross vehicle weight of all vehicles, even when loaded, does not exceed vehicle license limitations to protect the highways and roads of the Township.
- ii. Vehicle Identification: Contractor's name and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles in letters and numbers no less than two and one-half (2 ½) inches high. Vehicles utilized for collection within the Township shall be clearly identified as "WM".
- iii. Equipment Inventory: In addition to the above requested information, Contractor shall furnish Township a written inventory of all vehicles used in providing service and shall update the inventory when changes are made or annually, whichever is more frequent. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, type and capacity.
- iv. Cleaning and Maintenance: Contractor shall maintain all of its properties, facilities and equipment used in providing service under the Contract in a safe, neat, clean and operable condition at all times. Vehicles used in the collection of materials under the Contract shall be thoroughly washed on a regular basis so as to present a clean appearance.
- v. Vehicle Inspection: The Township may inspect vehicles at any time to determine compliance with these requirements.
- vi. Vehicle Maintenance: Contractor shall inspect each vehicle and complete a report daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance – recorded according to date, mileage and nature of repair – and shall make such records available to the Township upon request.
- vii. Vehicle Repair and Replacement: Contractor shall repair or replace all of its vehicles and equipment for which repairs are needed because of accident breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date, mileage and nature of repair. Reports including the information set forth in this paragraph shall be provided to the Township upon request.
- viii. Vehicle Storage: Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s), where applicable, in accordance with applicable laws and ordinances.

- g. **Contractor's Personnel Standards.** Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required in a safe, economical and efficient manner.
- i. **Driver Qualifications:** All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid Commercial Drivers License of the appropriate class, issued by the Michigan Department of Automotive Regulation.
 - ii. **Driver Training:** Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of materials under this Contract. Contractor shall train its employees in trash, recyclables and yard waste collection protocol to identify and not collect hazardous waste or other prohibited wastes. Training shall include customer relations communication skills to assure quality interactions with Township residents in the performance of Contract Services.
 - iii. **Driver Ethics:** Contractor shall not, nor shall it permit its employees to, demand, solicit or accept, directly or indirectly, any additional compensation or gratuity from members of the public for services provided under the Contract.
 - iv. **Driver Appearance and Behavior:** Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy and prohibit the use of loud or profane language and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measure.
 - v. **Field Supervisors:** Contractor shall designate qualified employees as supervisors of field operations. Supervisors will be in the field inspecting Contractor's work and will be available by radio or phone during Contractor's hours of operation to handle calls and complaints from the Township or to follow up on problems and inspect Contractor's operations.
 - vi. **Driver Uniforms:** Employees shall wear protective equipment at all times, including shirts with company logo, and have company identification available on request.
 - vii. **Driver Training in the Township's Program:** Contractor will train its employees as to the collection rules and regulations of the Township's Program being serviced under this Contract. Contractor employees will leave notices of improper set-out when applicable.

2. Basic Service Specifications. Contractor shall maintain a high level of trash, recyclables and yard waste collection services. Contract waste shall be collected from carts provided by Contractor. Contractor shall collect and transport all trash, recyclables and yard waste which the resident may desire to have removed that are properly set out timely for collection in the carts identified in this Contract and for which the Township has authorized Contractor to so collect and transport for the price herein:

- a. **Trash Collection.** Contractor shall collect trash placed at the curb by eligible services units within 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.
 - i. **Residential Trash Set-Out and Collection Requirements:** Contractor shall collect trash placed at the curb by eligible service units in compliance with this Contract, which generally allows placement and automated collection of trash in 95-gallon carts. This service will include Handicap/Back Door Service. All trash except Bulky Waste and White Goods must be placed in the cart for Contractor collection, except for the week

of service after each of the six holidays covered in this Contract (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day), at which time Contractor shall collect all articles that cannot be placed in the carts, if within the weight and size limitations of this Contract.

- ii. 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 each week on Thursday regardless of resident's collection day for trash, recyclables and yard waste. Contractor shall deposit in the same truck or separate truck(s), if necessary. Service Recipients are limited to one (1) Bulky Waste or White Good item per week, and the collection of such item must be scheduled at least forty-eight (48) hours prior to Thursday each week.
- iii. Township-Owned Buildings & Facilities: The Township may select Optional Services, that shall be provided by WM on a complimentary basis that include weekly collection of frontload commercial dumpsters from Township-owned facilities at the following locations:

Service Name	Address	Equipment	Quantity
Camp Agawam	1301 W Clarkston Rd	6FL	1
Civic Center Park	2525 Joslyn Rd	6FL	1
DPW Garage	2685 Joslyn Ct	6FL	1
Friendship Park	3380 Clarkston Rd	6FL	1
Great Lakes Athletic Club	3800 Baldwin Rd	6FL	1
Sheriff Substation	2323 Joslyn Rd	8FL	1
Township Hall	2323 Joslyn Rd	8FL	1
Wildwood Amphitheater	2700 Joslyn Ct	4FL	1

Should any location above require more than one (1) collection per week, the Rates set forth in the Compensation Schedule for Multi-Unit & Commercial Dumpsters would apply to any additional days of service.

- iv. Special Events: Township will require trash dumpsters including collection and disposal for Special Events to be designated by the Township. These services for up to two (2) dumpsters at each of four (4) events per year shall not be treated as a separate pay item. Additional dumpster service requested by the Township beyond this limit shall be treated as an Optional Service and a pay item for the Township. Contractor shall provide all dumpsters needed for each event, which will adequately meet the waste containment needs generated by the event.
 - v. Improperly Set-Out Trash: Contractor shall affix to non-conforming containers or loose trash a sticker or tag approved by the Township stating the reason for the non-collection and notify the Township if collection is not made. Should the Township determine the Trash to be collectible, Contractor shall return to the site by the end of the next Service Day and shall collect the Trash at Contractor's expense.
- b. Single Stream Recyclables Collection. Contractor shall collect Single Stream Recyclables placed at the curb by Service Units within the Designated Service Area, on a weekly basis, 52 weeks per year. Single Stream Recyclables shall comply with the specifications set forth in Exhibit B.

To encourage recycling by all property owners and types in the Township, 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 Township will make joint determinations regarding eligibility of these potential Service Units for appropriate recycling curb cart

services based on frequency of use and volumes generated as needed to maximize recovery.

- i. Residential Single-Stream Recyclables Set-Out and Collection Requirements: Contractor shall collect, not as a separate pay unit, Single-Stream Recyclables placed at the curb by eligible service units using carts provided by Contractor. This service will include Handicap/Back Door Service. All Recyclables must be placed in the cart for Contractor collection, except for the week of service after each of the six holidays covered in this Contract (i.e., New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day), at which time Contractor shall collect all recyclables that cannot be conveniently placed in the carts as long as they are set out beside the cart in an additional container or placed beside the cart if within the weight and size limitations of this Contract.
- ii. Township-Owned Buildings & Facilities: The Township may select Optional Services that include weekly collection of 95-gallon recycling carts from Township-owned facilities at the following locations:

Service Name	Service Address	Quantity	Frequency
Fire Department 1	93 S Anderson St	2	1
Fire Department 2	3801 Giddings Rd	2	1
Fire Department 3	3365 Gregory Rd	2	1
Fire Department 4	465 S Baldwin Rd	2	1
Township/OCSO	2525 Joslyn Rd	2	1
DPW Garage	2685 Joslyn Rd	2	1
Orion Center	1335 Joslyn Rd	2	1
Friendship Park	3380 Clarkston Rd	2	1
Camp Agawam	1301 W Clarkston Rd	2	1

These Service Units are incidental to the contract. Contractor shall review annually and provide all carts needed for these services to meet the recycling needs of all Township facilities.

- iii. Special Events: Contractor shall provide recycling carts and collection of Single Stream Recyclables for Special Events designated by the Township. These services for up to four (4) recycling carts at each of four (4) events per year shall not be treated as a separate pay item. Additional recycling cart service requested by the Township beyond this limit shall be treated as an Optional Service and a pay item for the Township. Contractor shall provide all recycling carts needed for each event, which will adequately meet the recycling containment needs generated by the event.
 - iv. Improperly Set Out Recyclables: Contractor shall affix to non-conforming Recyclables a sticker or tag approved by the Township stating the reason for the non-collection and notify the Township if collection is not made. If the Township determines Recyclables to be collectible, Contractor shall return to the site by the end of the next Service Day and shall collect the Recyclables at Contractor’s expense.
 - v. Commingling Recyclables: Contractor is prohibited from commingling Recyclables in Contractor’s vehicles with non-recyclables and from delivering Recyclables to any place other than the agreed MRF.
- c. Yard Waste Collection. Contractor shall collect yard waste placed at the curb by service units within the Designated Service area on a weekly basis, 37 weeks per year (April 1 through December 15). Collection of yard waste shall be coordinated with other collection services so that all occur on the same day of the week.

- i. Residential Yard Waste Collection Requirements: Contractor shall collect, not as a separate pay item, Yard Waste placed at the curb by Service Units. This service will include Handicap/back door service.
- ii. Yard Waste Set-Out Requirements: Acceptable Yard Waste shall include, but not be limited to, lawn debris, grass clippings, weeds, leaves, small twigs, prunings, shrub clippings, vegetative garden and kitchen 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 direct 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. Contractor is not required to pick up tree branches or logs greater than three (3) inches in diameter or longer than four (4) feet in length that are tied or secured with string or twine in bundles no larger than eighteen (18) inches in diameter.

The yard waste shall be bundled as required, placed in large capacity craft/paper bags or placed loose in can with a “yard waste” or “compost” sticker on the container or placed in a yard waste composting cart provided by the Contractor at additional cost as provided for in the RFP. Compost stickers are to be provided by the Township.
- iii. Residential Yard Waste Collection Season: The yard waste collection season will be from April 1 to December 15 (37 weeks). Contractor is responsible for all acceptable yard waste set out at the curb. Yard waste is not to be mixed with any other trash or recyclables.
- iv. Improperly Set Out Yard Waste: Contractor shall affix to non-conforming yard waste a sticker or tag approved by the Township stating the reason for the non-collection and notify the Township if collection is not made. Should the Township determine the Yard Waste to be collectible, the Contractor shall return to the site by the end of the next Service Day and shall collect the Yard Waste at Contractor’s expense.
- v. Christmas Trees: Discarded Christmas trees devoid of any ropes, lights, metal, plastic or other hangers shall be collected separately during Christmas week and the following three weeks. Christmas trees shall be delivered to a compost facility and not a landfill or disposal facility. Christmas tree collection, transportation and disposal is not a separate pay item but is included in Contractor’s unit pricing. Contractor shall provide the Township with a report regarding the volume and disposal of Christmas trees collected each year.

3. **Optional Service Specifications.** Optional Services may be requested by the Township as additional cost items. Optional Services include On-Call Pickups as provided for in the RFP. For On-Call Pickups requested by the Township the Contractor shall collect and deliver to the designated disposal and processing facilities all materials collected from such “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 the Township, which may be provided by the Township via mail, fax or email. The Contractor shall itemize those services in an end-of-month invoice and shall bill the Township for those services in 5-minute increments based on the hourly rates proposed by the Contractor.
4. **Cart Management.** To ensure quality service, Contractor shall stockpile an inventory of trash, recycling and compost carts, which shall be hot stamped with Township logo and related approved insignia, not carrying any Contractor logos, color and features to be pre-approved by the Township for disbursement and will become the property of the Township at the time carts are disbursed to Service Units.

- a. Container Purchase and Ownership. All collection carts and replacement parts for these carts must be pre-approved by the Township for disbursement. All collection carts and replacement parts will become the property of the Township at the time carts are disbursed to Service Units in accordance with this section.

Contractor is responsible for making all arrangements for purchase of carts and replacement parts, while providing a means for the Township to directly pay to the recycling cart supplier the amounts Township has secured in grants for the cost of those recycling carts.

Should the Contract be terminated prior to the initial five year term, the unamortized value of the carts based on a five year amortization schedule that begins at contract start shall be charged by the Contractor to the Township and the Township shall cause that charge to be the responsibility of the succeeding contractor and paid to Contractor within 90 days after the new contractor begins service for the Township, in which case the Township shall include appropriate language to accomplish this in its request for proposal and contract documents or the Township may purchase the carts based on the remaining balance within the same 90 day period. The value of the recycling carts covered by grants the Township secured for the cost of those recycling carts shall not be included in this amortization.

- b. Cart Type. Collection cart types have been determined by the Township and include the following default cart types: 1) 95-gallon rolling curb cart for residential trash for service units; 2) 64-gallon rolling curb cart for residential recyclables for service units, 3) 95-gallon rolling curb cart for yard waste available for purchase on request. Should a Service Unit require additional capacity or desire to upsize/downsize their existing cart(s), the price schedule for Contractor Provision of Additional Carts in Exhibit A shall apply.
- c. Container Inventory and Storage. Contractor shall purchase sufficient quantities of each cart type to allow Contractor to maintain an inventory in sufficient number for Contractor to perform deliveries, repairs and exchanges. Contractor shall cause new shipments of carts to be delivered to the storage site and shall notify 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.
- d. Contractor Provision of Additional Carts. Contractors shall provide additional curbside carts to residents for trash, recyclables and yard waste collection. Service Units shall have the option make a one-time payment for the following options per the fee schedule in Exhibit A.
- i. Additional 95-gallon trash cart
 - ii. Additional 65-gallon trash cart
 - iii. Exchange a 65-gallon trash cart with the standard 95-gallon cart
 - iv. Additional 95-gallon recycling cart
 - v. Exchange a 95-gallon recycle cart with the standard 65-gallon cart
 - vi. 95-gallon yard waste cart

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 provided by the Contractor.

- f. Field Maintenance. Contractor will be responsible for visual inspection of the carts and reporting concerns to the Township.
- g. General Repairs. Contractor will be responsible for all costs to assemble, distribute, maintain, repair and replace carts.

- h. Replacement. By the Service Recipient's next collection day (excluding Saturday and Sunday) of notification, Contractor shall provide replacement carts to replace those damaged, destroyed, lost or stolen.
 - i. Contractor-Caused Damage to Carts. Contractor shall be responsible for loss or damage of any approved cart caused by their employees during 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.
5. **Customer Service System**. To achieve excellence in customer service, Township and Contractor will work together on all aspects of customer management, communications, education and outreach, and complaint processing.
- a. Contractor Educational Information and Outreach. Township and the Contractor will work together to provide educational information on the collection services to all Service Units and utilize all available resources to support ongoing outreach campaigns to encourage proper set out of trash, recyclables and yard waste and to encourage use of the recycling and yard waste diversion services.
 - i. With the Township's prior approval and sign-off on content, Contractor will provide a service brochure mailed to the Service Recipients prior to program start-up and shall provide additional mailed information to residents at the request of Township.
 - ii. Contractor will provide a quality control communication program intended to educate Service Units relative to improperly prepared or inappropriate materials.
 - b. Responsibility for New Service Units or Changes for Current Service Units. The Township will be responsible for providing all necessary information regarding new accounts. 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 Contractor and resident. Contractor is responsible for initiation of the service change within 24 hours of receipt from the Township unless otherwise specified in this Contract.
 - c. Basic Superintendence and Collection Route Management. As a basic level of service to the 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 a local office 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. The office phone shall be well-attended for at least the hours of 8:00 a.m. to 5:00 p.m. on all days when service is provided by the Contractor. An automated phone system is required after hours.

All complaints will be directed by the Township to Contractor's Customer Service. Logs will be maintained and provided to the Township daily, including date and time complaint is received, name and address of complainant, nature of complaint, date and time complaint is resolved and description of how complaint was resolved. Resolution of complaints shall be completed within 24 hours with notice of such to the Township.
 - d. Superintendence and Collection Route Management. At the request of the Township, Contractor shall, at no additional costs, maintain a customer service center for route superintendence and collection route management for the duration of the Contract as follows:
 - i. 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 a.m. to 5:00 p.m. on all business days. Contractor will ensure that responsible persons are in charge of the office during collection hours and are available to receive inquiries and complaints during normal business hours.

- ii. 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.
 - iii. Service Recipient Calls: The Township will direct all service inquiries and complaints to Contractor through the customer service system. Contractor shall record all calls including any inquiries, service requests and complaints into the customer service system. Contractor's customer service representatives shall return Service Recipient calls as provided herein. For all messages left before 3:00 p.m., Contractor shall attempt all "call backs" at least one time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., Contractor shall attempt all "call backs" at least one time prior to noon the next business day. Contractor shall make minimum of three attempts within 24 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.
 - iv. Service Complaints: Contractor will handle all service complaints in a prompt and efficient manner. In the case of a dispute between Contractor and a Service Recipient, Contractor will refer the matter to the Township for review. The Township will review the matter and make a determination as to the resolution of the dispute.
 - v. Missed Collections: For those complaints related to missed collections Contractor will return to the Service Unit address and collect the missed materials before 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 the Township with a response to each complaint which was received from a Service Recipient or the Township in the event the complaint was made by the Township during the preceding business day.
 - vi. Repeated Missed Collections: Contractor acknowledges and agrees that it is in the best interest of the Township that all trash, yard waste and recyclable materials and bulky waste/white goods be collected on the scheduled collection day. However, in the event Contractor believes any complaint to be without merit (i.e. late setouts or improper preparation), Contractor shall utilize the customer service system to notify the Township. The 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 the Township.
 - vii. Reporting to Township: The customer service center will have the capability to report via internet or email to the Township on the status of service complaints and missed pickups by the end of each business day. Contractor shall provide real time internet access for the Township to review Contractor performance status on demand.
 - viii. Emergency Contact: Contractor will provide the Township with an emergency phone number where Contractor's representative authorized to act on Contractor's behalf can be reached outside of the required office hours.
- e. Customer Service Disputes. The Township and Contractor shall use the following procedures to address the specific customer service disputes identified.
- i. 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; and 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.

- ii. Notice to the Township: 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 the Contract Administrator with the details of the service problems and the attempts at communication with the Service Recipient. The Contract Administrator shall respond to Contractor's report and make a final written determination on resolution of the service problem.

6. Contractor Reporting. Contractor shall provide reporting as follows:

- a. Records. Records shall be kept by Contractor on a daily, weekly, cumulative monthly and cumulative annual basis and shall be available to the Township upon request.
- b. Reporting. Contractor shall maintain and submit to the Township accurate reports which detail certain activity related to services pursuant to this Contract. These reports shall include data on the volume of all materials handled from its services to the Township and the disposal and recycling of all materials, including, but not limited to, manifests, reports from landfills, MRFs, composting facilities, and similar reports. Annual reports shall report all the above data in the same format as the monthly report.
- c. Timing. Contractor shall file reports with the Township in a timely manner but on no less than a weekly basis, specifying all complaints, accidents or incidents while performing any duties pursuant to the terms of the Contract, outages or downtime and inspections by any regulatory agencies during the week of the report, except the Contractor shall report any accidents resulting in personal injury or death immediately to the Township.
- d. Unusual Incidents. Reports shall detail the nature and reasons for unusual incidents (e.g. accidents, regulatory non-compliance notices, overweight tickets, etc.) as well as all results, findings and actions take to resolve such incidents in connection with the Services. Contractor shall also notify the Township immediately of any fines or penalties levied and any actions that could have an adverse impact on Contractor or the service to the Township, or both. Failure to report such data shall subject Contractor to damages described else in this document.

7. Program Development Obligations Prior to and After Start Date. Contractor and the Township shall be responsible for the following program development obligations both prior to and after the Start Date:

- a. Customer Service Center and Outreach/Education Capacity. Contractor shall provide a detailed transition plan with specific descriptions of all components of the customer service center operations and all related aspects of Contractors education/outreach system and materials. After review and approval by the Township, Contractor shall have the customer service center and supporting education/outreach system and materials in full operation.
- b. Establish Service Unit Count, Route Days and Collection Routes.
 - i. Service Unit Count Development and Verification: Township will provide Contractor with Service Unit data and Contractor will work with the Township to finalize the list of all Service Units by type.

- ii. Collection Route Approval: Contractor shall work with the Township to establish a four day per week (Tuesday through Friday) collection schedule as agreed to by the Township and Contractor. The Township shall review and approve the new proposed collection routes.

8. **Contractor's Compensation and Adjustments**. Contractor shall charge and bill each service unit on a quarterly basis during the term of the contract. The amounts to be billed shall be based on a Service Unit Fee Structure that is the sum of the Contractor costs, adjustments selected from the Compensation Schedule in Exhibit A and the Township's separately contracted waste disposal and/or recycling processing services, should the Township elect to do so, and any other pass-through charge the Township deems appropriate – all of which are to be added to the quarterly Service Unit Fee Structure charged by the Contractor to each Service Unit.

- a. Adjustment. Contract pricing including adjustments provided in the above schedule shall remain firm for the five-year (5) term of the Contract extension, except as otherwise provided in the Contract. The Contract price schedule will be reviewed and may be revised prospectively at the time of a subsequent Contract extension (2029), as negotiated between the parties hereto. Except as otherwise provided in the Contract, no other changes in Contract pricing are permitted unless by written agreement of the Township and Contractor. There will be no adjustments for fuel.
- b. Adjustment due to Change in Law. If any adjustment 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.
- c. Waste Surcharges. Contractor may pass through certain cost increases directly to the Customer to adjust for the increases in direct costs to Contractor and to all other solid waste transporters and/or disposal facilities in Oakland County, Michigan, resulting from enactments, repeal or changes in federal, state, county or local laws, ordinances, rules or regulations 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 this Contract. 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 Oakland County, 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 this Contract. The Township shall be notified in advance of such pass-through charges and relevant legislation.

9. **Adjustment to Service Unit Counts**.

- a. Designated Service Area and Service Unit Counts. Contractor is assigned to a Designated Services Area and authorized to invoice Service Units for Designated Services (trash, recyclables and yard waste) and other services as described herein.
- b. Service Unit Changes. Township and Contractor acknowledge that during the term of this Contract it may be necessary or desirable to add or delete Service Units, which will be reflected in the Service Unit Count, which shall be updated electronically, including Cart Serial Number and address, and transmitted to the Township as an updated Service Count database.

- c. Service Unit Additions. Contractor shall provide collection services described in this Contract to new Service Units within 10 business days of receipt of notice from the Township to begin such collection services. The Township shall determine the type of collection services to be provided to any service units that are added. Contractor shall add the Service Unit Count addition requested by the Township and invoices delivered to the Service Units accordingly.
- d. Unit Count Verification and Reconciliation. The number of Service Units used for billing purposes shall be verified and reconciled monthly by 1) adding the number of occupancy permits for structures requiring collection services as issued by the Building Department 2) deleting the number of complete demolition permits for residential structures issued by the Building Department; 3) delete units deemed uninhabitable by the Building Department; or (4) in any other manner agreed on by the Township and Contractor. Verification and reconciliation of unit counts for all other unit counts shall be completed by physical unit count prepared by Contractor and submitted to the Township monthly in electronic form as provided for above.
- e. Updated Route Maps. Contractor shall revise the collection service route maps to show the addition or deletion of Service Units as provided above and shall provide such revised maps to the Township.

10. **Compensation Penalties, Deductions and Credits**. The Township and Contractor agree that the following deductions, credits and penalties may be applied.

- a. Liquidated Damages. The Township and Contractor agree, in addition to any other remedies available to the Township, the Township may notify Contractor of the following assessed amounts and Contractor shall make payment to the Township within one (1) month of the date of the invoice the amounts specified below as liquidated damages for failure of Contractor to fulfill its obligations, not otherwise excused by this Contract, as determined by the Township. These amounts are liquidated damages for losses suffered by the Township and not a penalty.
 - i. Failure to clean up spilled refuse or wash down a street as requested by the Township to eliminate objectionable odors – \$25.00 for each instance.
 - ii. Failure to clean vehicle, conveyances, containers, docks, yards, shop and other equipment as provided in the specifications - \$50.00 for each instance.
 - iii. Failure to complete all routine pickups by 7:00 p.m. on the scheduled day - \$100.00 for each failure or neglect of repeated instance at the same site.
 - iv. Failure to collect solid waste, recyclables and yard waste within one business day after notification of a complaint - \$100.00 each failure or neglect of repeated instance at the same site.
 - v. Commingling refuse from private collections with Township refuse in vehicles signed to the performance of this Contract - \$500.00 for each instance.
 - vi. Failure to track and provide GPS and service event data to the Township's recycling participation incentives service provider on a regular and timely basis - \$500.00 for each instance.
 - vii. Failure to maintain vehicle in operable condition and a reasonably acceptable appearance after inspection and notice by the Township - \$500.00 for each instance.
 - viii. Using vehicles assigned to the performance of the Contract to make private collections (other than Multi-Family Dumpster Service), except that Contractor may use such vehicles for other collections on days that are not Township collection days—\$500 for each instance.
- b. Procedure for Assessment and Review of Liquidated Damages. The Township may assess liquidated damages by providing the Contractor with a written notice of the liquidated damages assessment and the basis for such assessment within five business days of the occurrence. At the end of each month during the term of this Contract, the Township may

send Contractor on a statement for the remittance of the payment of the liquidated damages assessed during the prior month.

The liquidated damages assessment shall become final unless, within ten business days of the date of the notice, Contractor provides a written request for a meeting with the Township to present evidence that the assessment should not be made. The Township shall schedule a meeting between Contractor and the Township as soon as reasonably possible after timely receipt of Contractor's request. The Township shall review Contractor's evidence and render a decision sustained or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to Contractor. In the event Contractor does not submit a written request for a meeting within ten business days of the date of the notice, the Township's determination shall be final and Contractor must pay the liquidated damages as provided for above.

The Township's assessment or collection of liquidated damages shall not prevent the Township from exercising any other right or remedy, including the right to terminate this Contract, for Contractor's failure to perform the work and services in the manner set forth in this Contract.

11. Invoices and Payments.

- a. Billing to Service Units. Contractor shall provide quarterly invoices to the Service Units based on Contractor's Compensation Schedule, contained in this document. Invoices will be paid in advance by the Service Units.
- b. Form of Invoice. The form of the invoice shall be written, with Service Unit having an elective option to receive the invoice in electronic form.
- c. Invoice Schedule. Residents shall be billed quarterly unless a resident otherwise chooses the annual payment option.
- d. Monthly Report. For and in consideration of the collection service performed in accordance with the Contract, Contractor shall submit to the Township a monthly report, 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 numbers.
- e. Electronic Payment. Service Units paying quarterly invoices electronically shall receive a 3% discount from Contractor's Compensation Schedule. Service Units must sign up through the Contractor's website for the online payment option which shall not require electronic invoicing to receive the discount.
- f. Senior Citizen and Veterans Discount. Senior Citizens (a homeowner 65 years of age or older) and documented Veterans are eligible for a 5% discount with the authorization of the Township and subsequent notification provided to Contractor.
- g. Annual Pre-Payment and Automated Pre-Pay Discounts. Service Units may select automated pre-pay for collection services or annual pre-pay, either of which will entitle the Service Unit to a 3% discount.
- h. Cumulative Discounts. Discounts are cumulative to a maximum cap of 5% 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 credit of \$30.00 annually.

- j. Single Invoice Discount. Any residential dwelling place with three or more Service Units that requests a single invoice for all Service Units shall be entitled to a 3% discount, which will be applied at the time of payment. This shall not be included in the calculation of Cumulative Discounts as provided for above. Any Delinquent Invoice is the responsibility of the association and to be treated as such as provided for herein.
- k. Delinquent Invoices. Contractor shall make every effort to collect unpaid invoices from Service Units including past due and final notices to those unpaid Service Units at 30- and 60-day past due intervals. Unpaid invoices after 90 days shall be considered delinquent. The Contractor shall provide to the Township a monthly and annual listing of these over 90 days delinquent invoices. The reporting period shall be from July 1 of the current year to June 30 of the next year. The Township shall assign these over 90 days delinquent amounts that are still unpaid 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. Contractor shall provide the Township with a detailed breakdown within 30 days of each quarter each year that lists the unpaid invoices and corresponding amounts which are (a) owed to the Township for Pass-Through Costs and (b) owed to Contractor for its Services. After assignment of delinquent amounts to the tax rolls, the Township shall forward to Contractor payments of its portions of such delinquent amounts received from the Service Units or Oakland County.
- l. Vacant or Foreclosed Homes. Contractor may continue to invoice vacant or foreclosed homes until the Contractor is notified by the Township to discontinue service or that there has been a transfer of ownership.
- m. Payment Disputes. Payment disputes from Service Units shall be the responsibility of Contractor.
- n. Quarterly Settlement. Within 30 days after the end of each calendar quarter, Contractor shall provide the Township with a detailed breakdown list of paid and unpaid invoices and corresponding amounts which are (a) owed to the Township for pass-through costs and (b) owed to Contractor for its services. After receipt of the quarterly invoice report, the Township shall submit an invoice to Contractor for its portion of the paid pass-through costs collected by Contractor from Service Units. For the avoidance of doubt, Contractor shall only be required to remit to Township the Pass-Through Costs that are collected by Contractor from Service Units and the Township shall only be required to remit Contractor's portion of delinquent amounts as provided for in Section 11.k. Delinquent Invoices.

EXHIBIT A: COMPENSATION SCHEDULE

Curbside Collection Service

	Year 1	Year 2	Year 3	Year 4	Year 5
Single-Family Residence	\$56.85	\$59.12	\$61.49	\$63.95	\$66.51
<i>Senior or Veteran</i>	\$54.01	\$56.17	\$58.41	\$60.75	\$63.18
Apartment or Condominium	\$47.85	\$49.76	\$51.75	\$53.82	\$55.98
<i>Senior or Veteran</i>	\$45.46	\$47.28	\$49.17	\$51.13	\$53.18
Mobile Home	\$47.85	\$49.76	\$51.75	\$53.82	\$55.98
<i>Senior or Veteran</i>	\$45.46	\$47.28	\$49.17	\$51.13	\$53.18

Discount Programs

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Pre-Payment	3.0%	3.0%	3.0%	3.0%	3.0%
Automated Payment	3.0%	3.0%	3.0%	3.0%	3.0%
Electronic Payment	3.0%	3.0%	3.0%	3.0%	3.0%
Senior	5.0%	5.0%	5.0%	5.0%	5.0%
Veteran	5.0%	5.0%	5.0%	5.0%	5.0%
Cumulative Percentage Cap	5.0%	5.0%	5.0%	5.0%	5.0%
Single Bill (condos, apartments)	3.0%	3.0%	3.0%	3.0%	3.0%
Annual Service Suspension Credit	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00

Ancillary Services

	Year 1	Year 2	Year 3	Year 4	Year 5
Additional trash cart (64 or 95 gallons)	\$120.00	\$126.00	\$132.30	\$138.92	\$145.86
Additional recycle cart (64 or 95 gallons)	\$120.00	\$126.00	\$132.30	\$138.92	\$145.86
64-gallon or 95-gallon yard waste cart	\$120.00	\$126.00	\$132.30	\$138.92	\$145.86
Exchange: 95-gallon for 64-gallon cart (trash)	\$25.00				
Exchange: 64-gallon for 95-gallon cart (recycle)	\$25.00				
Additional Bulk Items	\$35.00 for first three items; \$15.00 per each additional item (limit of eight items per transaction)				

Multi-Family and Commercial Dumpster Service

Equipment	Service Frequency				
	1	2	3	4	5
2 Yard Frontload Dumpster	\$100.00	\$200.00	\$300.00	\$400.00	\$500.00
4 Yard Frontload Dumpster	\$110.00	\$220.00	\$330.00	\$440.00	\$550.00
6 Yard Frontload Dumpster	\$120.00	\$240.00	\$360.00	\$480.00	\$600.00
8 Yard Frontload Dumpster	\$130.00	\$260.00	\$390.00	\$520.00	\$650.00

On-Demand Roll-Off Service for Service Units

Equipment	Haul	Disposal (over three tons)	Delivery
10 Yard Roll-Off	\$250.00	\$26.00 per ton	\$335.00
20 Yard Roll-Off	\$275.00	\$26.00 per ton	\$335.00
30 Yard Roll-Off	\$300.00	\$26.00 per ton	\$335.00
40 Yard Roll-Off	\$350.00	\$26.00 per ton	\$335.00

EXHIBIT B: SINGLE STREAM SPECIFICATIONS

Recyclable Materials must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Old, corrugated containers and uncoated cardboard including moving boxes and pizza boxes
Glass food and beverage containers (any color)	PET bottles with symbol #1 (screw tops only)
HDPE plastic bottles and containers with the symbol #2 such as milk jugs, detergent containers, and shampoo bottles	PP plastic bottles and containers with symbol #5 such as yogurt containers and syrup bottles
Magazines, glossy inserts, and pamphlets	Steel and tin cans
Mail	Uncoated paperboard such as cereal, food and snack boxes
Newspaper	Uncoated printing, writing and office paper

Non-Recyclable Materials include but are not limited to the following:

Any Recyclables less than four inches in size in any dimension	Light bulbs
Batteries	Microwavable trays
Coated cardboard	Mirrors, windows, and auto glass
Coat hangers	Napkins and tissue, as well as paper towel, plates, and cups
Construction debris	Needles, syringes, IV bags and other medical supplies
Excluded Materials or containers which contain(ed) Excluded Materials	Plastic bags and bagged materials
Expanded polystyrene	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics such as utensils
Flexible plastic or film packaging and multi-laminated materials	Porcelain and ceramics
Food waste and liquids and/or containers of such items	Propane tanks and fuel cannisters
Glass and metal cookware and bakeware	Soiled paper including paper plates and cups
Hoses, cords, and wires	Textiles, cloth, or any fabric such as bedding, pillows and sheets
Household appliances and electronics	Yard waste and wood

Delivery Specifications.

Material delivered by or on behalf of Township may not contain Non-Recyclables or Excluded Materials. Recyclable Materials specifically exclude, and Township agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials").

EXHIBIT C: BULK GUIDELINES

Below are examples of **acceptable items** with preparation guidelines where applicable.

Item	Details
Basketball Hoops	Poles must be cut into sections under four feet.
Bathtubs	No larger than four-foot sections.
Bed Frames	If upholstered, must be wrapped in plastic. WM suggests mattress bags (available at moving stores) or plastic painting drop cloths sealed with duct tape (available at home improvement stores).
Box Springs	Must be wrapped in plastic.
Cabinets	Each cabinet counts as one bulk item.
Cardboard	Boxes must be flattened and tied into bundles no larger than four feet and no heavier than 50 pounds.
Carpet & Padding	Must be rolled and tied with tape or string into bundles no longer than four feet and no heavier than 50 pounds. Four bundles equal one bulk item.
Children's Toys	Includes Big Wheels, bicycles, and doll houses.
Exercise Equipment	Must be cut into four-foot sections.
Grills	Gas grills must have fuel tank removed prior to disposal.
Hot Tubs	Must be cut into a minimum of four sections within the standard weight limit.
Indoor Furniture	If upholstered, must be wrapped in plastic. Two dining room, kitchen, or patio chairs equal one bulk item. Each piece of a sectional couch equals one item.
Lawn Mowers	Must be drained of all oil and gas. Riding mowers are not accepted.
Mattresses	Must be wrapped in plastic.
Miscellaneous Household Items	Includes infant and toddler car seats, interior doors, pool filters, sinks, vacuum cleaners, washers and dryers, and wheelbarrows.
Outdoor Furniture	Two chairs equal one bulk item, and one chaise lounge equals one bulk item. Cushions must be wrapped in plastic. Umbrellas must be collapsed and broken down into sections of four feet or less, if possible, and under 50 pounds per section; umbrella and base are separate items.
Paint Cans & Containers	Up to seven cans equal a single bulk item, and every seven cans thereafter would be considered an additional item. A small number (~2-3) of cans may be placed inside the toter to be taken as regular trash. Regardless of the method of disposal, all paint must be solidified and dried using an absorbent material such as sand or kitty litter.
Pallets	Must be broken down and bundled with no nails sticking out.
Pianos	Must be cut into a minimum of four sections within the standard weight limit.
Pool Liners or Panels	Must be bundled in sections no longer than four feet and no heavier than 50 pounds. Two bundles equal one bulk item.
Refrigerators	Must remove doors and drain Freon.
Shower Enclosures	Must not be heavier than 50-pound sections.
Small Appliances	Includes microwaves, toaster ovens and the like. Items that can fit in cart should be placed in cart.
Storm Doors	Must have glass removed and placed in a hard container or small, well-taped box marked "broken glass".
Swing Sets	Must be cut into four-foot sections.
Toilets	Must be empty with tank detached from bowl.
Windows	Must have glass removed and placed in a hard container or small, well-taped box marked "broken glass". Must be less than 50 pounds of glass per window.

Below are examples of **non-acceptable items**. Please note this list is not all-inclusive.

Any Freon-based item that has not been properly drained (refrigerators, freezers, air conditioners, etc.)	Manure
Antifreeze	Oil and gas
Automotive parts	Pesticides, insecticides, and similar substances
Batteries	Propane tanks
Bricks, dirt, gravel, rocks, sod, and stones	Riding lawn mowers
Concrete and cement, as well as any attached items	Roofing shingles
Construction and demolition material	Tires
Hazardous waste	Tree stumps