



Waste Management of Michigan, Inc. 5980 Inkster Rd. Romulus, MI 48174

March 6, 2023

Van Buren Charter Township 46425 Tyler Road Van Buren Township, MI 48111 Attn: Leon Wright, Township Clerk

Dear Clerk Wright:

On behalf of Waste Management of Michigan, Inc. (WM), we are pleased to present this proposal for Refuse, Recycling, and Yard Waste Services to Van Buren Charter Township. WM has provided reliable, world-class trash and recycling collection service for Township residents since 1990. Our successful partnership is built on a strong foundation, which includes Van Buren Charter Township serving as the host community to our Woodland Meadows Landfill. As your longtime service provider, we understand your neighborhoods, streets, and what makes your Township such a great place to live, work and play.

OVER 30 YEARS

of partnership between Van Buren Charter Township & WM



Should the Township choose to extend its partnership with WM, your staff, residents, and community will have peace of mind that services will be delivered reliably and on time, as promised. As the largest, most financially stable environmental solutions provider in North America, WM has the resources to attract and retain the industry's best drivers while utilizing cutting-edge service verification technology onboard our trucks and in our back-office operations that facilitate WM's unmatched service excellence for Van Buren residents.

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WM remains committed to providing Van Buren Charter Township with safe, reliable service each collection day. We continue to strengthen WM as a workplace of choice through competitive pay, excellent benefits, a safe work environment, opportunities for growth, and a focus on sustainability. Our commitment to the Township is unwavering, and we hope to have the chance to continue to serve your residents for years to come.

Should you have questions or require additional information, please do not hesitate to contact me. Thank you for your partnership.

Sincerely,

Chantell LaForest

Public Sector Solutions Representative | (248) 534-0152 | clafores@wm.com

Chantell Latoust

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1 | WHO WE ARE AND WHAT WE DO

WM: Who We Are and What We Do

As North America's leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of 48,300 employees motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers' waste streams.

WM At-a-Glance (data represents the most recently published information)

People	Operations	Operations								
48,300 team members	255 solid waste landfills	5 hazardous waste landfills	507 hauling facilities	340 transfer facilities	\$31.4B asset base					
Recycling Facilities	5	Energy		Environmental						
49 single stream recycling facilities		10,832 alternativ	e fuel	73 certified wildlife habitat programs						
27 commercial fac	ilities	177 natural gas fu	eling	70 pollinator programs						
11 other facilities		stations		177 active habitat, species,						
9 construction and demolition recycling facilities		102 landfill gas-to facilities	-electricity	and education certified projects						
26 composting facilities		26 landfill gas-to-industrial customers as substitute for		13,721 acres actively managed for wildlife						
4 WM CORe® orga	nics	fossil fuels		preservation						
processing facilities	5	16 Renewable Nat facilities	ural Gas							

WM is Evolving from Service Provider to Sustainability Partner

WM is more than just a waste management company. We are advancing from a service provider to a true sustainability partner by making it easier for customers to reduce waste, decrease emissions, and use more recycled materials in a manner that is good for people, communities, and the environment.

As we continue to evolve, a critical component of this sustainability strategy is expanding services that support a transition to a lower-carbon economy. With this new strategy, we aim to help customers increase circularity and accelerate their decarbonization goals.

Sustainability is in the spotlight as never before, and WM is responding by incorporating sustainability into everything we do, because we are Always Working For A Sustainable Tomorrow.

And we are investing significantly in this sustainability strategy. Following are WM's five strategic sustainability growth areas that will continue to shape WM's path to a true sustainability partner.

Sustainability program partner

Our customers have expectations to reduce waste, enhance their sustainability reporting, and contribute to a circular economy. WM, in turn, is continuing to adapt to meet these needs and become a true sustainability partner to help our customers increase circularity and accelerate decarbonization goals.

Modern landfills and renewable energy

As part of our overarching company goals to reduce climate impact of our operations, by 2026 we expect to see six-fold growth in the amount of renewable natural gas (RNG) produced at WM landfills – growth capable through \$825 million in investments in our RNG infrastructure from 2022-2025. We also aim to use 100% renewable electricity at facilities we control by 2025.

Recycling infrastructure

We plan to invest \$800 million in new and upgraded recycling infrastructure from 2022-2025 – investments that will make our material recovery facilities more efficient so we can reduce contamination and recycle more. These investments will result in 25% expected growth in tons diverted from landfills between 2022 and 2025.

Integrated organics

Creating new value from discarded materials goes beyond traditional recycling. A growing number of states and municipalities are enacting or considering regulations that would promote diversion of organics, particularly food waste. We are investing in a range of technologies and programs to proactively grow our infrastructure for handling food waste and other organic materials.

Circular logistics

By recycling materials, we help to avoid GHG emissions by preventing the mining and manufacture of products from virgin materials. The more we can recycle, the more materials we can keep in the circular economy and emissions we can avoid. From educating consumers on how to recycle right and investing in technologies that allow us to divert from landfills to helping create new markets for recyclables, WM participates in creating a circular economy.



The WM Difference: What Sets Us Apart

Our commitments to being a "People First" organization and achieving "Success with Integrity" mean striving for results in all that we do. We hold ourselves and others to higher standards of accountability, honesty, ethics, and compliance. Our people are committed to doing the right thing, the right way, every day. They place our core values of safety, customers, environment, and inclusion and diversity first in all they do.

We believe our employees are our greatest asset, and if we take care of them, they will take care of our customers, communities, shareholders, environment, and each other. These commitments and values are the foundation for the many differentiators that set us apart from our competitors:



An Unmatched Service Network: We serve nearly 20 million municipal, federal, commercial, industrial, and residential customers across North America through a network of 507 collection operations and 255 active solid waste landfill disposal sites.



Extensive Local Resources: In addition to tapping into an industry-leading network of resources across North America, WM offers management, operational, and reserve resources at the local level. A local office with local support/operations, including a single point of contact for your account, and a local fleet of trucks and equipment all add up to world-class service delivery for Van Buren Charter Township from an unrivaled resource network.



Assets of \$31.4 billion: As the largest asset-based company in the industry with more trucks, landfills, and recycling facilities than any of our competitors, we are positioned to provide unsurpassed service at the most competitive rate to Van Buren Charter Township. Our assets and strong financial metrics offer peace of mind and security for Van Buren Charter Township.



Ethical Responsibility: At the core of everything we do is our firm commitment to adhere to ethical business standards and practices. We have been recognized annually as an Ethical Leader by many organizations, including Ethisphere Institute as a World's Most Ethical Company" in 2022 for the 13th year, as well as by the Better Business Bureau, Wildlife Habitat Council, and the Dow Jones Sustainability Indexes. These honors reflect our commitment to our employees who strive to take care of our customers, communities, shareholders, environment, and each other.



Environmental Stewardship: Environmental stewardship is the core of our business - our promise to customers, our competitive advantage, and our obligation to the locations in which we operate. In a business as highly regulated as ours, protecting the environment, maintaining compliance, and innovating to improve operations requires an unwavering focus, expertise, comprehensive systems, and internal checks and balances. We have a long track record of supporting high regulatory standards and striving to go beyond them.







Unparalleled Recycling Program: As North America's leading post-consumer recycler and largest marketer of residential recyclables, WM has been leading change in the ever-growing and dynamic recycling industry for more than three decades. From the \$1 billion we have invested in recycling processing infrastructure to the 15.3 million tons in recyclables we managed in 2021 to the industry's first recycling education program, Recycle Right, WM is committed to making our world more sustainable.



World-Class Customer Service: At WM, our core principles guide everything we do. Providing world-class customer service is at the top of our list. For our customers, a positive customer service experience rarely goes unnoticed, and we believe those everyday interactions are our best opportunity to provide an exceptional experience for Van Buren Charter Township. We have been nationally recognized for our commitment to unsurpassed customer service and, combined with our tested processes and innovative new technologies, we bring Van Buren Charter Township a level of service reliability and customer satisfaction that is truly unmatched.



State-of-the-Art Technology: We utilize state-of-the-art technology to maximize safety and customer experience and minimize environmental impacts. From mapping and re-routing vehicles in real time via our onboard computers and using our DriveCam® cameras to capture community safety concerns to the industry's largest fleet of trucks that runs on cleaner and quieter Compressed Natural Gas, our technology works for our customers.



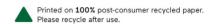
Commitment to Near-Zero Emissions: Since the early 1990s, WM has prioritized equipment efficiency and innovation to reduce our vehicles' greenhouse gas (GHG) emissions, in part by converting our diesel trucks to run on cleaner natural gas. For every diesel truck we replace with natural gas, we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of GHG emissions per year – the equivalent of a 15% emissions reduction per truck. WM's fleet now includes 10,832 natural gas trucks, the largest heavy-duty natural gas truck fleet of its kind in North America.



Leading Training and Safety Programs: Once hired, our drivers undergo intensive immersion training at our state-of-the-art training centers. Over two weeks, drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's culture of safety.



Proven Employee Hiring Practices: To provide the safest and most secure service for your Township, our employees undergo comprehensive background checks and drug testing. Prior to employment, all driver candidates must possess a valid Commercial Driver's License (CDL) for Class-C trucks and must pass a Department of Transportation (DOT) medical exam. Once employed, all drivers are subject to ongoing drug and alcohol screenings.







Commitment to a Diverse Workplace: At WM, we are committed to promoting and fostering a workplace where everyone is valued and respected. Only by fully embracing diversity and the well-being of our employees can we drive superior innovation and service for the customers we serve. Through recruitment and community outreach efforts, we support minority and women's organizations that strive to improve opportunities for professional development and advancement. We have been recognized for best-in-class business practices by the Human Rights Campaign Foundation, the Hispanic/Latino Professionals Association, DIVERSEability Magazine, and Women's Choice Award, among others.



Commitment to Hiring Veterans: WM has nearly 2,500 veterans working in a variety of roles, representing 6% of our workforce. From 2010 to 2020, we have been named a "Best for Vets" Employer by the Military Times and a Top Military Friendly® Employer by G.I. Jobs/military.com. We take great pride in hiring, training, promoting, and retaining veterans within our company.

Financial Strength: The Foundation for Our Commitment

As a wholly owned, indirect subsidiary of Waste Management, Inc., Waste Management of Michigan, Inc. (WM) does not report financial results. All financial reporting occurs through our parent entity. As a publicly traded company, WM is held to the most stringent regulations for accurate and timely financial disclosure.

Revenue in 2022 was \$19.7 billion, and WM has an asset base of \$31.4 billion. The company generates strong and consistent cash flow and has access to an extensive line of

Full financial results are available on our website at <u>investors.wm.com</u>.

credit. WM's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad services.

WM has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A-/A-2 by Standard & Poor's, BBB+ by Fitch, and Baa1 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for WM is characterized as stable.

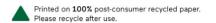
WM's financial strength gives Van Buren Charter Township assurance that we will fulfill our obligations.

- WM is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- WM offers the most extensive network providing waste management services in North America
 including transportation, disposal, treatment, recovery, remediation, waste identification, and
 several other specialty services. This network enables us to provide a single source of responsibility
 from transportation through disposal of waste.
- Typically, new capital requirements are internally financed by WM using cash flow from existing operations, freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

WM's financial strength helps us to continually advance services for the customers we serve, including Van Buren Charter Township, and we are committed to maintaining that strength.

Please see our most recent financial statements on the following pages.







REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Waste Management, Inc.

Opinion on Internal Control over Financial Reporting

We have audited Waste Management, Inc.'s internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Waste Management, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2022 consolidated financial statements of the Company, and our report dated February 7, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ ERNST & YOUNG LLP

Houston, Texas February 7, 2023



REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Waste Management, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Waste Management, Inc. (the Company) as of December 31, 2022 and 2021, the related consolidated statements of operations, comprehensive income, cash flows, and changes in equity for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 7, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.



Landfill Depletion

Description of the Matter

At December 31, 2022, the Company's landfill assets, net of accumulated depletion, totaled \$7.6 billion and the associated depletion expense for 2022 was \$754 million. As discussed in Note 2 of the financial statements, the Company updates the estimates used to calculate individual landfill depletion rates at least annually, or more often if significant facts change. Landfill depletion rates are used in the computation of landfill depletion expense.

Auditing landfill depletion rates and related depletion expense is complex due to the highly judgmental nature of assumptions used in estimating the rates. Significant assumptions used in the calculation of the rates include: estimated future development costs associated with the construction and retirement of the landfill, estimated remaining permitted and expansion airspace, airspace utilization factors, and projected timing of retirement activities.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over determining landfill depletion rates and calculating depletion expense. Our audit procedures included, among others, testing controls over: the Company's process for evaluating and updating the significant assumptions used in the development of the landfill depletion rates, management's review of those significant assumptions, and the mathematical accuracy of the calculation and recording of depletion expense.

To test the landfill asset depletion rates, our audit procedures included, among others, assessing methodologies used by the Company and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting a similar type of waste. Regarding expansion airspace, we evaluated the Company's criteria for inclusion in remaining airspace. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY's engineering specialists to assist with the evaluation of the Company's landfill future development cost and airspace assumptions. We also tested the completeness and accuracy of the historical data utilized in the development of the landfill depletion rates.



Landfill - Final Capping, Closure and Post-Closure Costs

Description of the Matter

At December 31, 2022, the carrying value of the Company's landfill asset retirement obligations related to final capping, closure and post-closure costs totaled \$2.7 billion. As discussed in Note 2 of the financial statements, the Company updates the estimates used to measure the asset retirement obligations annually, or more often if significant facts change.

Auditing the landfill asset retirement obligation is complex due to the highly judgmental nature of the assumptions used in the measurement process. These assumptions include: estimated future costs associated with the capping, closure and post closure activities at each specific landfill; airspace consumed to date in relation to total estimated permitted and expansion airspace; and the projected timing of retirement activities.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over the calculation of landfill asset retirement obligations. Our audit procedures included, among others, testing the Company's controls over the landfill asset retirement obligation estimation process and management's review of the significant assumptions used in the estimation of the liability, including the amount and timing of retirement costs.

To test the landfill asset retirement obligation valuation, we performed audit procedures that included, among others, assessing methodologies used by the Company, testing the completeness of activities included in the estimate (e.g., gas monitoring and extraction), and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting the same type of waste. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY engineering specialists to assist us with these procedures. Specifically, we utilized the EY engineering specialists to evaluate the reasons for significant changes in assumptions from the historical trend, and to determine whether the change from the historical trend was appropriate and identified timely. We also tested the completeness and accuracy of the historical data utilized in preparing the estimate.

/s/ ERNST & YOUNG LLP

We have served as the Company's auditor since 2002.

Houston, Texas February 7, 2023



CONSOLIDATED BALANCE SHEETS (In Millions, Except Share and Par Value Amounts)

	_	December 31,			
ASSETS	_	2022	-	2021	
Current assets:					
Cash and cash equivalents	\$	351	\$	118	
Accounts receivable, net of allowance for doubtful accounts of \$26 and \$25, respectively	-	2,461	-	2,278	
Other receivables, net of allowance for doubtful accounts of \$7 and \$8, respectively		291		268	
Parts and supplies		164		135	
Other assets		284		270	
Total current assets		3,551		3,069	
Property and equipment, net of accumulated depreciation and depletion of \$21,627 and		-,			
\$20,537, respectively		15,719		14,419	
Goodwill		9,323		9,028	
Other intangible assets, net		827		898	
Restricted funds		348		348	
Investments in unconsolidated entities		578		432	
Other assets		1,021		903	
Total assets	\$	31,367	\$	29,097	
LIABILITIES AND EQUITY					
Current liabilities:					
Accounts payable	\$	1,766	\$	1,375	
Accrued liabilities		1,625		1,428	
Deferred revenues		589		571	
Current portion of long-term debt		414		708	
Total current liabilities		4,394		4,082	
Long-term debt, less current portion		14,570		12,697	
Deferred income taxes		1,733		1,694	
Landfill and environmental remediation liabilities		2,700		2,373	
Other liabilities		1,106		1,125	
Total liabilities		24,503		21,971	
Commitments and contingencies (Note 10)					
Equity:					
Waste Management, Inc. stockholders' equity:					
Common stock, \$0.01 par value; 1,500,000,000 shares authorized; 630,282,461 shares issued		6		6	
Additional paid-in capital		5,314		5,169	
Retained earnings		13,167		12,004	
Accumulated other comprehensive income (loss)		(69)		17	
Treasury stock at cost, 222,396,166 and 214,158,636 shares, respectively		(11,569)		(10,072)	
Total Waste Management, Inc. stockholders' equity		6,849		7,124	
Noncontrolling interests		15		2	
Total equity		6,864		7,126	
Total liabilities and equity	\$	31,367	\$	29,097	

See Notes to Consolidated Financial Statements.



CONSOLIDATED STATEMENTS OF OPERATIONS (In Millions, Except per Share Amounts)

	Year Ended December 31,					
		2022		2021	_	2020
Operating revenues	\$	19,698	\$	17,931	\$	15,218
Costs and expenses:						
Operating		12,294		11,111		9,341
Selling, general and administrative		1,938		1,864		1,728
Depreciation, depletion and amortization		2,038		1,999		1,671
Restructuring		1		8		9
(Gain) loss from divestitures, asset impairments and unusual items, net		62		(16)		35
		16,333		14,966		12,784
Income from operations		3,365		2,965		2,434
Other income (expense):						
Interest expense, net		(378)		(365)		(425)
Loss on early extinguishment of debt, net		_		(220)		(53)
Equity in net losses of unconsolidated entities		(67)		(36)		(68)
Other, net		(2)		5		5
		(447)		(616)		(541)
Income before income taxes		2,918		2,349		1,893
Income tax expense		678		532		397
Consolidated net income		2,240		1,817		1,496
Less: Net income (loss) attributable to noncontrolling interests		2		1		_
Net income attributable to Waste Management, Inc.	\$	2,238	\$	1,816	\$	1,496
Basic earnings per common share	\$	5.42	\$	4.32	\$	3.54
Diluted earnings per common share	\$	5.39	\$	4.29	\$	3.52

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (In Millions)

	Year Ended December 31,					
		2022		2021		2020
Consolidated net income	\$	2,240	\$	1,817	\$	1,496
Other comprehensive income (loss), net of tax:						
Derivative instruments, net		3		9		15
Available-for-sale securities, net		(24)		(6)		11
Foreign currency translation adjustments		(65)		(28)		20
Post-retirement benefit obligations, net		_		3		1
Other comprehensive income (loss), net of tax		(86)		(22)		47
Comprehensive income		2,154		1,795		1,543
Less: Comprehensive income (loss) attributable to noncontrolling interests		2		1		_
Comprehensive income attributable to Waste Management, Inc.	\$	2,152	\$	1,794	\$	1,543

See Notes to Consolidated Financial Statements.



CONSOLIDATED STATEMENTS OF CASH FLOWS (In Millions)

	Year Ended December 31,					
Cook flows from anousting activities		2022		2021		2020
Cash flows from operating activities:	s	2.240	¢	1,817	\$	1 400
Consolidated net income	Э	2,240	\$	1,817	Ф	1,496
Adjustments to reconcile consolidated net income to net cash provided by operating activities:		2.020		1.000		1 671
Depreciation, depletion and amortization		2,038 49		1,999		1,671 165
Deferred income tax expense (benefit) Interest accretion on landfill and environmental remediation liabilities		112		(77) 111		103
Provision for bad debts		50		37		54
		84		108		94
Equity-based compensation expense		(21)		(25)		
Net gain on disposal of assets		62		· · · /		(9) 43
(Gain) loss from divestitures, asset impairments and other, net		67		(16) 38		60
Equity in net losses of unconsolidated entities, net of dividends		67				
Loss on early extinguishment of debt, net				220		53
Change in operating assets and liabilities, net of effects of acquisitions and divestitures:		(220)		20		(170)
Receivables		(329)		28		(179)
Other current assets		(35)		(39)		10
Other assets		42		34		53
Accounts payable and accrued liabilities		393		206		(37)
Deferred revenues and other liabilities	_	(216)	_	(103)	_	(174)
Net cash provided by operating activities	_	4,536	_	4,338	_	3,403
Cash flows from investing activities:						
Acquisitions of businesses, net of cash acquired		(377)		(75)		(4,085)
Capital expenditures		(2,587)		(1,904)		(1,632)
Proceeds from divestitures of businesses and other assets, net of cash divested		27		96		885
Other, net		(126)	_	(11)	_	(15)
Net cash used in investing activities		(3,063)		(1,894)		(4,847)
Cash flows from financing activities:						
New borrowings		8,688		7,948		9,420
Debt repayments		(7,328)		(8,404)		(9,629)
Premiums and other paid on early extinguishment of debt		_		(211)		(30)
Common stock repurchase program		(1,500)		(1,350)		(402)
Cash dividends		(1,077)		(970)		(927)
Exercise of common stock options		44		66		63
Tax payments associated with equity-based compensation transactions		(39)		(28)		(34)
Other, net		(4)		49		(20)
Net cash used in financing activities		(1,216)		(2,900)		(1,559)
Effect of exchange rate changes on cash, cash equivalents and restricted cash and cash						
equivalents		(6)		2		4
Increase (decrease) in cash, cash equivalents and restricted cash and cash equivalents		251		(454)		(2,999)
Cash, cash equivalents and restricted cash and cash equivalents at beginning of period		194		648		3,647
Cash, cash equivalents and restricted cash and cash equivalents at end of period	\$	445	\$	194	\$	648
cash, cash equivalents and restricted cash and cash equivalents at that of period	=	110	=	101	_	0.10
Reconciliation of cash, cash equivalents and restricted cash and cash equivalents at end of period:						
Cash and cash equivalents	\$	351	\$	118	\$	553
Restricted cash and cash equivalents included in other current assets	4	25	Ψ	7	Ψ	28
Restricted cash and cash equivalents included in other current assets Restricted cash and cash equivalents included in restricted funds		69		69		67
Cash, cash equivalents and restricted cash and cash equivalents at end of period	S	445	\$	194	\$	648
Cash, cash equivalents and restricted cash and cash equivalents at end of period	Ф.	443	Ф	154	Ф	040

See Notes to Consolidated Financial Statements.



CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (In Millions, Except Shares in Thousands)

			Waste Management, Inc. Stockholders' Equity							
						Accumulated				
				Additional		Other				
			on Stock	Paid-In	Retained		Treasury Stock	_ Noncontrolling		
	Total	Shares	Amounts	Capital	Earnings	Income (Loss)	Shares Amounts			
Balance, December 31, 2019	\$ 7,070	630,282	\$ 6	\$ 5,049	\$ 10,592	\$ (8)	(205,956) \$ (8,571) \$ 2		
Adoption of new accounting										
standards	(2)		_		(2)	_		_		
Consolidated net income	1,496	_	_	_	1,496	_		—		
Other comprehensive income (loss),										
net of tax	47			_	_	47		_		
Cash dividends declared of \$2.18										
per common share	(927)	_	_	_	(927)	_		_		
Equity-based compensation	450						0.450			
transactions, net	172			80	1	_	2,158 91	_		
Common stock repurchase program	(402)	_	_	_	- (1)	_	(3,687) (402) —		
Other, net	-				(1)		4 1			
Balance, December 31, 2020	\$ 7,454	630,282	\$ 6	\$ 5,129	\$ 11,159	\$ 39	(207,481) \$ (8,881			
Consolidated net income	1,817				1,816	_		1		
Other comprehensive income (loss), net of tax	(22)	_	_	_	_	(22)		_		
Cash dividends declared of \$2.30										
per common share	(970)	_		_	(970)	_		_		
Equity-based compensation										
transactions, net	198	_	_	110	(1)	_	2,049 89			
Common stock repurchase program	(1,350)	_	_	(70)		_	(8,731) (1,280			
Other, net	(1)						4	(1)		
Balance, December 31, 2021	\$ 7,126	630,282	\$ 6	\$ 5,169	\$ 12,004	\$ 17	(214,159) \$ (10,072) \$ 2		
Consolidated net income	2,240	_	_	_	2,238	_		2		
Other comprehensive income (loss),										
net of tax	(86)			_		(86)		_		
Cash dividends declared of \$2.60										
per common share	(1,077)	_	_	_	(1,077)	_		_		
Equity-based compensation					_					
transactions, net	150	_		75	2	_	1,555 73			
Common stock repurchase program	(1,500)	_	_	70	_	_	(9,796) (1,570			
Acquisitions and other, net	11	-					4 —	11		
Balance, December 31, 2022	\$ 6,864	630,282	\$ 6	\$ 5,314	\$ 13,167	\$ (69)	(222,396) \$ (11,569) \$ 15		

See Notes to Consolidated Financial Statements.

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Indemnification

One of the primary benefits of partnering with WM is the industry-leading indemnification offered to all our customers. Our indemnification protects our customers against personal injury and property damage caused by WM's negligence or fault, or the negligence or fault of our third-party providers in the performance of services. We also offer a separate environmental indemnity that covers the disposal customer's conforming waste at locations owned and operated by WM as well as third-party facilities selected by WM.

Certificates of Insurance

WM secures gold-standard insurance coverage to protect our partners. Going above and beyond, we provide environmental site liability coverage, which covers all active sites that are owned or operated by WM. It offers third-party liability for bodily injury and property damage, as well as off-site clean-up coverage, coverage for both sudden and non-sudden pollution incidents, and transportation coverage including the loading and unloading of the vehicle. Van Buren Charter Township can rest easy with WM as your service provider knowing you are always protected by best-in-class insurance. Copies of our certificates of insurance are included on the following pages.



A	CORD CERT	IFI	CA	TE OF LIABIL	.ITY	INSUF	RANCE	1/1/2024		(MM/DD/YYYY) /8/2022
	THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AND	LY OI	R NE	GATIVELY AMEND, EXTEN	D OR A	LTER THE C	OVERAGE A	FFORDED BY THE POLICE	CIES	
	IMPORTANT: If the certificate holder is a If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	the t	erms	and conditions of the police	cy, cert	ain policies r ment(s).				
PRODUCER										
	866-260-3538				ADDRE		SURER(S) AFF	ORDING COVERAGE		NAIC#
					INSURI	ERA: Indemi	nity Insurance	Co of North America		43575
	WASTE MANAGEMENT HOLDI 00299 RELATED & SUBSIDIARY COM	NGS.	INC.	& ALL AFFILIATED,				rance Company		22667
131	WASTE MANAGEMENT, INC.		ILO II	VOLODING.				ers Insurance Company sualty Insurance Co		20702 20699
	800 CAPITOL STREET, SUITE HOUSTON TX 77002	3000			INSURI		торену & Са	suarry insurance Co		20099
	110001011 1777002				INSURI					
C	OVERAGES CEF	RTIFI	CATE	NUMBER: 19177612	INCOR	-1(1 .		REVISION NUMBER:	XXX	XXXX
1	THIS IS TO CERTIFY THAT THE POLICIE: NDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	EQUIF PERT	REME	NT, TERM OR CONDITION THE INSURANCE AFFORDS	OF AN	Y CONTRACT THE POLICIES EN REDUCE	FOR OTHER S DESCRIBE D BY PAID C	DOCUMENT WITH RESE D HEREIN IS SUBJECT TO LAIMS.	ECT TO	WHICH THIS
INSI LTF	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY	LIMI	TS	
В	X COMMERCIAL GENERAL LIABILITY	Y	Y	HDO G72955924		1/1/2023	1/1/2024	EACH OCCURRENCE	-	00,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	Ψ 1	00,000
	X XCU INCLUDED							MED EXP (Any one person)	_	XXXXX
	X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY GENERAL AGGREGATE	_	00,000
	POLICY X PRO- X LOC							PRODUCTS - COMP/OP AGO	1	00,000
	OTHER:								\$	00,000
В	AUTOMOBILE LIABILITY	Y	Y	MMT H25575398		1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,0	00,000
	X ANY AUTO							BODILY INJURY (Per person)	\$ XX	XXXXX
	X OWNED SCHEDULED AUTOS							BODILY INJURY (Per accider		XXXXX
	X HIRED X NON-OWNED AUTOSONLY							PROPERTY DAMAGE (Per accident)		XXXXX
D	X MCS-90 X UMBRELLA LIAB X OCCUR	3.7	177	TENT 1000000000000000000000000000000000000		1 (1 (2022	1/1/2024		+	XXXXX
יין	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	Y	Y	XEUG27929242 008		1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE		000,000
	DED RETENTION\$	1						AGGREGATE	_	XXXXX
Α	WORKERS COMPENSATION	1	Y	WLR C70311094 (AOS)		1/1/2023	1/1/2024	X PER OTH ER	-	
B	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	ln/a	1	WLR C70311057 (AZ,ĆA SCF C70311136 (WI)	& MA) 1/1/2023 1/1/2023	1/1/2024 1/1/2024	E.L. EACH ACCIDENT	\$ 3.0	00,000
ľ	(Mandatory in NH)	1		Ber evestrise (vii)		1.1.2025	1. 1.202	E.L. DISEASE - EA EMPLOYEE	* -	00,000
_	If yes, describe under DESCRIPTION OF OPERATIONS below		⊢	****************		4 14 18 08 0		E.L. DISEASE - POLICY LIMIT		00,000
В	EXCESS AUTO LIABILITY	Y	Y	XSA 1125575350		1/1/2023	1/1/2024	COMBINED SINGLE LIM \$9,000,000 (FACH ACCIDENT)	Т	
BL RE AL	JOURNAL OF OPERATIONS / LOCATIONS / V ANKET WAIVER OF SUBROGATION OF SUBROBATION OF SUBROBATION OF A WRITTEN CONTRACT WAIVER OF WORKERS (EXCEPT FOR WORKERS)	IS G WHEI	ES (A) RAN RE PE OMP/I	LOORD 101, Additional Remarks TED IN FAVOR OF CERT ERMISSIBLE BY LAW. C EL) WHERE AND TO THE	TIFICAT EERTIF EEXTI	TE HÖLDER ICATE HOLI ENT REQUIF	Ched if more sp ON ALL PO DER IS NAM RED BY WR	Dagge is required) DLCIES WHERE AND THE AND TH	O THE AL INSU	EXTENT IRED ON
CE	ERTIFICATE HOLDER				CANO	ELLATION				
					THE	EXPIRATION D		SCRIBED POLICIES BE CANC F, NOTICE WILL BE DELIVE PROVISIONS.		EFORE
	19177612				AUTHO	RIZED REPRES	SENTATIVE			

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ERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

certificate does not come rights to the certificate fiolider in fied of such endorsement(s).									
PRODUCER	CONTACT NAME:								
Aon Risk Services Southwest, Inc. Dallas TX Office	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105								
5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	E-MAIL ADDRESS:								
	INSURER(S) AFFORDING COVERAGE								
INSURED	INSURER A: Ironshore Specialty Insurance Company	25445							
Waste Management, Inc. 800 Capitol Street	INSURER B:								
Suite 3000	INSURER C:								
Houston TX 77002 USA	INSURER D:								
	INSURER E:								
	INSURER F:								

CERTIFICATE NUMBER: 570094263820 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR					, <u>.</u>	EACH OCCURRENCE DAMAGE TO RENTED	
							PREMISES (Ea occurrence) MED EXP (Any one person)	
	-						PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED SCHEDULED						BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
Α	UMBRELLA LIAB OCCUR	\vdash		IEELPLLCAS2F002	07/01/2022	07/01/2023	EACH OCCURRENCE	\$24,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	\$24,000,000
	DED RETENTION	1						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE	ıl					E.L. EACH ACCIDENT	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE-EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	
Α	Env Site Liab			ISPILLSCAS2J002 Claims-Made	07/01/2022	07/01/2023	Each Incident Limit Aggregate Limit	\$1,000,000 \$2,000,000
FOR	RIPTION OF OPERATIONS / LOCATIONS / VEHICL INFORMATION PURPOSES ONLY evidenced policies cover all si erage. The policies provide Pol				•			\$1,000,000 \$2,000,000
CEF	TIFICATE HOLDER			CANCE	LLATION			
				EXPIR			IBED POLICIES BE CANCELL ILL BE DELIVERED IN ACCOR	ED BEFORE THE DANCE WITH THE
	Waste Management, Inc. 800 Capitol Street Suite 3000 Houston TX 77002 USA			AUTHORI	zed representativi Aon Ra		ices Southwest s	Inc.

Aon Risk Services Southwest Inc.

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Reintroducing our Van Buren Charter Township Service Team

At WM, we believe maintaining our strong relationship with you and your community is vital to the continued success of our long-term partnership. Our priority is to thoroughly understand your program goals and service expectations – we listen first and act second. Through our years of partnership, we have developed substantial insight into your expectations for your program.

Appreciating your unique needs allows us to customize services and program offerings. We will work with you, your community, and internally as your WM Van Buren Charter Township service team to implement and execute collection services that align with your requirements and expectations.

Your local Van Buren Charter Township service team brings a diversity of backgrounds, skillsets, and job responsibilities. However, we all connect back to a common denominator – you, our customer.

Your WM Van Buren Charter Township service team will continue to include:

Public Sector Services

CHANTELL LAFOREST, Public Sector Representative

Operations

- JOHN MOSKAL, Area Collections Manager
- BETH CIESZYNSKI, District Manager
- DARREK MEYER and SIERRA PALMORE, Route Managers

A short summary of each staff members' responsibilities and resumés follows.

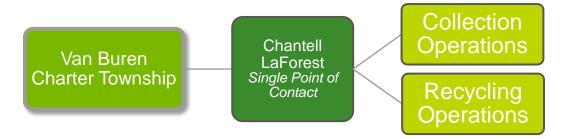
Team Resumés and Van Buren Charter Township Responsibilities

CHANTELL LAFOREST: Public Sector Representative

Chantell LaForest will serve Van Buren Charter Township by overseeing WM's implementation of the new agreement as well as serving as your emergency contact. She will make sure all your needs and expectations are met. Chantell will oversee the efforts of WM's team to verify that obligations, such as reporting, service verification, and customer outreach, are delivered per the contract, law, and company policy. She maintains knowledge about legislation, regulations, and local ordinances regarding WM's delivery of services. Chantell will oversee all aspects of this agreement and will work collaboratively with your staff to design and implement new services and programs in accordance with contractual



requirements, changes in law, and your direction. Chantell can be reached on her cellular phone, (248) 534-0152 and at clafores@wm.com.



JOHN MOSKAL: Area Collections Manager

John Moskal oversees collections operations for the entire Motor City market area. John empowers his team to achieve high customer service expectations and standards every day. He executes safety plans to meet or exceed company, Occupational Health and Safety Administration (OSHA), and other regulatory agency standards and requirements. John oversees personnel activities, including hiring, training, coaching, and evaluating team member performance. He develops and implements programs for operational equipment utilization, maintenance, and labor and material costs to fulfill Van Buren Charter Township and other municipal customers service needs. In his capacity, John is responsible for ensuring timely collection services are provided to our customers in the Detroit area.

BETH CIESZYNSKI: District Manager

As a District Manager, Beth Cieszynski oversees the day-to-day operations of the District including oversight of the employees that are responsible for the collection of garbage, recycling, and yard waste from our municipal, commercial, and industrial customers. Beth provides leadership support to front-line managers for safety, operational, and service performance while also diagnosing and improving processes and procedures. Beth is responsible for the District's overall service and budget performance.

Beth will interact with Van Buren Charter Township staff to maximize customer satisfaction and improve service efficiency and the daily quality of contract services. During the implementation of services, Beth will oversee the completion of all operational tasks.

DARREK MEYER and SIERRA PALMORE: Route Managers

Your two route managers, Darrek Meyer and Sierra Palmore, support the daily operation of WM's Detroit West Hauling District collection routes in Van Buren Charter Township. Each route manager will continue to advise and oversee Van Buren Charter Township's drivers, assisting with morning launches, ensuring each vehicle is properly inspected at the beginning and conclusion of each route, and monitoring drivers throughout their collection routes with a focus on safety and customer service. Your Route Managers will work closely with Van Buren Charter Township during the implementation of services, proactively addressing customers' unique site requirements and service requests.



Our Drivers - The Backbone of Our Daily Operations



At WM, we believe our employees are our greatest assets; if we take care of them, they will take care of our customers, communities, shareholders, environment, and each other.

Our team of highly trained, experienced drivers – the backbone of our daily operations – is dedicated to providing Van Buren Charter Township with world-class service. These men and women are more than waste collection drivers; they are your friends and neighbors, and take great pride in helping preserve your environment today and for future generations.

Collection drivers not only have to be well-trained when it comes to operating vehicles, but they must constantly be on the lookout for other drivers on the road. We employ best-in-class safety training, standards and performance metrics to provide the safest service in the industry. Once hired, our drivers undergo intensive immersion training at our centralized training centers. Drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's culture of safety.

Our diligent pre-employment screening process includes a comprehensive background check, fingerprinting, and drug testing. All candidates and employees are subject to WM's Drug and Alcohol-Free Workplace Policy, which includes regular, ongoing screenings for employees who operate company vehicles.

Our employees are the lifeblood of the work we do every day. That's why we focus on developing talent at every level of the organization through career path planning and best-in-class training specifically designed for success in the service industry. At the heart of our engagement and retention strategy is a steadfast commitment to WM's values of people first and success with integrity.



What's it like to be a WM driver? See how our drivers get the job done while prioritizing safety and utilizing technology by clicking or going to: youtu.be/2ED8z3LYAdY.

References: Don't Just Take Our Word for It

WM is the trusted environmental solutions partner for customers throughout Michigan, providing services for many of Van Buren Charter Township's neighbors. We have included these customers in the following list of references and encourage you to contact them so you may learn firsthand about our excellent record of service with other customers.

City of Brighton



PATTY THOMAS
ASSISTANT TO THE DIRECTOR,
PUBLIC WORKS

(810) 225-8309

thomasp@brightoncity.org

Curbside trash, recyclables, yard waste and bulk item collection

City of Farmington



CHUCK EUDY SUPERINTENDENT, PUBLIC WORKS (248) 473-7250

ceudy@farmgov.com

Curbside trash, recyclables, yard waste and bulk item collection.

City of Monroe



PATRICK LEWIS DIRECTOR, PUBLIC SERVICES (734) 384-9124

patrick.lewis@monroemi.gov

Curbside trash, recyclables, yard waste and bulk item collection.

City of Romulus



ROBERTO SCAPPATICCI DIRECTOR, PUBLIC WORKS (734) 552-4268

rscappaticci@romulusgov.com

Curbside trash, recyclables, yard waste and bulk item collection.

City of Saline



LARRY SIRLS DIRECTOR, PUBLIC WORKS (734) 429-5624

Isirls@cityofsaline.com

Curbside trash, recyclables, yard waste and bulk item collection

Huron Charter Township



DAVID GLAAB TOWNSHIP SUPERVISOR (734) 753-4466

dglaab@hurontownship-mi.gov

Curbside trash, recyclables, yard waste and bulk item collection.







3 | STATE-OF-THE-ART EQUIPMENT

With more than 32,000 collection and support vehicles on the road throughout North America, WM trucks are a familiar sight and one of the most visible symbols of our company. Our state-of-the-art fleet assures Van Buren Charter Township is provided safe, quiet, efficient, and environmentally friendly collections.



Our vehicles are fully enclosed and designed to be leak-proof with self-contained mechanisms to compress the material collected. The vehicles are painted in a uniform color and are easily identifiable as they adhere to specific branding guidelines. Vehicles are marked with unique unit identification numbers on both sides and the rear. We maintain detailed records of each collection vehicle, all of which are meticulously maintained for a clean and orderly appearance and good working condition.

WM's industry-leading onboard technology minimizes the environmental impacts of our collections while maximizing reliability and efficiency. From our advanced onboard computing system that streamlines communication and our eRouteLogistics® mapping and routing software with real-time GPS to our onboard digital cameras and trucks powered by cleaner, more cost-effective natural gas, a partnership with WM means Van Buren Charter Township receives the latest advancements in always-evolving industry technology.



The Curotto-Can Automated System: Quicker, More Efficient Service

Van Buren Charter Township collection trucks are equipped with the Curotto-Can Automated System, which has the fastest load time of any automated system on the market and delivers a proven 25 to 30% productivity advantage over automated side loaders. Utilizing the Curotto-Can with our front load trucks, we can service our stops quicker and more efficiently. Spending less time performing collection means safer service, quieter neighborhoods, and less wear and tear on your streets.

A key factor in providing efficient service to your Township is how long a truck is stopped for service. The longer the loading cycle, the lower the productivity. With a front loader equipped with a Curotto-Can automated carry can, stop time (as measured from wheel stop to wheel go) is four to five seconds as compared to 12 to 18 seconds for an automated side loader.



A WM truck equipped with the Curotto-Can system.

The Curotto-Can is the only automated system that provides

an "eyes-forward" working environment and results in improved operator and public safety. Because the arm is forward of the cab and steer axle, it behaves like a boom. This unique feature enables the Curotto-Can to easily move around parked cars and cul-de-sacs – up to 20% faster in an independent comparison. Eyes-forward collection improves driver awareness and focus, reducing the chance of personal property damage to mailboxes, etc., and general public injury due to potential driver error. Better maneuverability means fewer backing events resulting in improved productivity and enhanced safety for Van Buren Charter Township.

Ke	Key Benefits of the Curotto-Can Automated System								
✓	Fastest load time available – 4 to 5 seconds from wheel stop to wheel go	✓	20% greater fuel efficiency due to less packing and idling						
✓	Load bulk material with easier access to container	✓	Navigate cul-de-sacs up to 25% faster						
✓	Eyes-forward operation enhances safety	✓	Low 108" cart dump height for safe operation well below typical overhead obstructions (wires, trees)						

The Curotto-Can system also mitigates damage to carts. It dumps carts lower and with a smooth action, which means fewer damaged lids, wheels, and axles. The unique gripper design means that no metal contacts the cart while gently applying pressure to the cart body, resulting in extended cart life.

The Curotto-Can allows our drivers to see the material before it is packed, which means we can stop contamination in any stream at its source – the curb. Identifying and safely removing contamination while recording violations cleans waste streams. Collecting clean material is a major cost avoidance and mitigates the risk of culling, handling, and disposing of contamination.



WM is Driving Toward a Zero Emissions Fleet

At WM, we have a long history of reducing our GHG emissions footprint and helping our customers reduce theirs. The services we provide decrease and avoid three times more GHG emissions than we generate in our operations, and we aim to reduce and avoid four times the GHG emissions we generate through our operations by 2038.

Within this overarching climate goal of reducing our GHG emissions, WM aims to achieve a fleet made up of 70% alternative fuel vehicles, of which 50% are fueled with renewable natural gas (RNG), by 2025.

Alternative fuel vehicles, utilizing RNG or compressed natural gas (CNG) as fuel over diesel, produce fewer undesirable gases than fossil fuels, resulting in improved air quality emissions. Our natural gas trucks emit reduce NOx emissions by as much as 97%, diesel particulate matter by as much as 94%, and carbon dioxide equivalent emissions by as much as 80%.



WM operates the largest heavy-duty natural gas truck fleet of its kind in North America. 57% of our 18,927 collection vehicles run on clean natural gas. Since 2010, WM has reduced fleet emissions by 38%.

Cleaner and quieter collections: WM is proud to service Van Buren Charter Township with vehicles that run on compressed natural gas (CNG).

In another effort to improve air quality, the engines automatically turn off after five minutes of idling to further reduce emissions and conserve fuel. Natural gas engines run much quieter than diesel trucks – many customers have commented that they cannot even hear the trucks coming down the street.

Cascade Carts: Built for Durability, Convenience, and Sustainability

WM will partner with our preferred cart supplier, Cascade Cart Solutions, to manufacture and deliver new carts for your Township . Our longtime partnership spans more than 30 years with more than 17 million Cascade carts set out for WM customers to date. Cascade prides itself on having top-of-the-class quality control and performance standards and workmanship is backed by a 10-year warranty. We have successfully utilized Cascade carts for customers throughout North America and look forward to providing them to Van Buren Charter Township.

Primary features and benefits include:

- Product Quality: Cascade carts are produced using an injection molding process that allows for exact precision and product uniformity.
- Durability: Cascade carts are UV-stabilized and designed for optimal compatibility and functionality with both semi and fully automated lifter systems, including a wear strip to permanently protect the bottom of the cart from abrasion.
- **Minimal Assembly:** Cascade carts are quick and simple to assemble requiring no tools; carts include snap on wheels, axles, and a one-piece lift bar.



- Customer Convenience: Cascade carts are easy to handle and provide an excellent balance between stability and maneuverability.
- **Customizable Design Options:** Carts are available in 20 standard color options with hot stamping and large in-mold labels to display key program instructions.



WM trash and recycling carts come in a variety of sizes and colors, with yellow lids designating recycling carts.

EcoCart™: A Visible Commitment to the Environment and Recycling

In the midst of market disruptions that are threatening recycling programs across North America, WM and Cascade Cart Solutions have teamed to create the EcoCartTM - the waste industry's first collection cart manufactured with at least 10% post-consumer plastic resin.

The EcoCart creates a closed loop system as it is manufactured with recycled residential curbside plastic - bulky, rigid plastics collected straight out of recycling programs across the country - without compromising durability or warranty standards.

WM is prioritizing the purchase of the EcoCart - one of our largest ever purchasing commitments - as part of a new commitment to the Association of Plastic Recyclers Demand Champion Program, which seeks to expand market demand for recycled resins and improve plastic recycling in North America.

Utilizing the EcoCart, Van Buren Charter Township can be a sustainability leader by being among the first communities to create a truly closed recycling loop with carts produced from consumer materials.







Cart Sustainability

It only makes sense that the collection carts we provide Van Buren Charter Township should be made as environmentally responsible as they are durable, convenient, and long lasting. When selecting Cascade Cart Solutions as our proposed cart manufacturer for Van Buren Charter Township, we considered the following environmental benefits:

- End-of-Life Cart Recovery and Recycling. The thermoplastic resin used to make Cascade
 carts is recyclable at the end of the cart's useful life. This helps create a closed loop system reclaiming and recycling products at the end of their lifecycle for reuse in the production of new
 products.
- Minimal Manufacturing Waste. Cascade carts are injection molded and manufactured using
 thermoplastic resin. This allows the recyclability and reuse of any unused plastic and/or scraps.
 This reclaimed plastic can be melted down and reground for use in the manufacturing of new
 containers without compromising the structural integrity of the cart. This eliminates waste in the
 molding process and diverts waste from the landfill.

Cascade Certified as Women's Business Enterprise

WM is happy to include Cascade Engineering, Inc. to our growing list of diverse suppliers as Cascade received formal certification by the Women's Business Enterprise National Council as a woman owned, operated, and controlled business.

Supporting diversity among our suppliers will help us build a world-class supplier network - a network truly capable of providing WM customers and communities with the best, most innovative, and cost-effective solutions.



Cart Warranty

Our cart supplier, Cascade Cart Solutions, provides a non-transferable 10-year warranty period from date of cart shipment. The provided warranty does not cover negligence, abuse or normal wear and tear, but does protect WM and Van Buren Charter Township from defects in materials and workmanship. In the event a warranty claim is submitted, Cascade will repair or replace any defective cart(s) or part(s). Repaired or replaced products are warranted for the balance of the original warranty period of the original cart(s) or part(s).

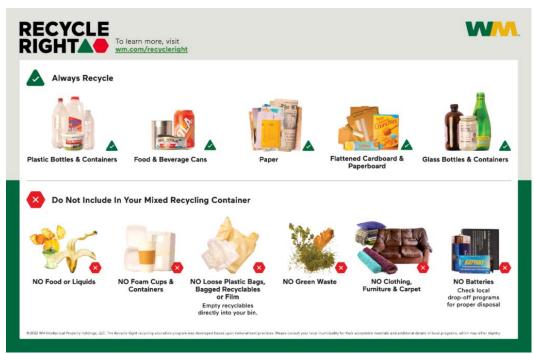
WM has a long-standing vendor history with Cascade and has successfully utilized their cart warranty when needed. We are confident that Cascade will stand behind their product quality.

Cascade's product warranty can be found at: http://www.cascadeng.com/terms-warranties.

In-Mold Labels Educate Your Township at the Point of Disposal

Each recycling cart provided to Van Buren Charter Township can include in-mold labels on top of the cart that list which materials to recycle in your Township.

Research indicates that providing customers prompts or messages at the point of disposal are among the most effective ways to help customers recycle right. Our in-mold labels are an important tool in our Recycle Right education program - they use images to clearly show what materials are acceptable to recycle and which materials should go in the trash. Following is an example of a standardized Recycle Right in-mold label.



Cart Deliveries

Each Van Buren Charter Township residential customer has a green 96 gallon trash cart. Residents will receive a new green with yellow lid 96 gallon recycle cart delivered prior to their first scheduled recycling collection day under the new contract. WM will communicate the recycling cart deployment schedule and work together with the Township to communicate effectively to the residents.





4 | INDUSTRY-LEADING TECHNOLOGY

WM Smart TruckSM Technology

WM Smart TruckSM is our state-of-the-art smart technology that helps communities ensure the cleanliness of their streets and stormwater systems, reduce contamination, and identifies recycling opportunities. This smart technology enhances our customer service by:

- Educating customers on how to care for their trash and recycling
- Equipping drivers with the tools to capture real-time service opportunities via recorded images
- Providing CSRs with the technology and tools to resolve issues quickly and accurately through service verification



Our proprietary Smart TruckSM technology captures video and photo of every collection.

How WM Smart TruckSM Works

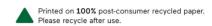
WM Smart TruckSM technology captures footage of customer containers as they are tipped into the truck during service. Technicians review the footage to ensure materials are placed in the correct container and collected successfully. This information is never shared. If a cart associated with a service address is overloaded or has non-acceptable material inside, customers receive educational notifications.

WM Smart TruckSM Customer Communications

WM has created customizable WM Smart TruckSM customer educational communications to strategically collaborate with our customers and help build awareness of the importance of placing the right materials into the right cart.









Industry-Leading Onboard Technology for Van Buren Charter Township

You do not have to look hard to find innovation in the automobile industry. Auto advancements in the past 30 years are countless - antilock brakes, airbags, back up cameras, blind spot detection, GPS navigation, just to name a few. Although the appearance of your car may change based on current trends, each technology innovation has a clear purpose and function.

Just as your personal vehicle has progressed, so have WM vehicles. Our fleet's technology needs are specific to the services we perform, requiring us to custom develop and implement advancements based on what matters most to WM our partners and customers and our ability to deliver safe and efficient collection services with outstanding customer service.



The Power of Our People and Technology

State-of-the-art trucks alone are not enough to meet expectations. Through our comprehensive operations framework, Service Delivery Optimization (SDO), we harmonize the technology used onboard our trucks with our logistics management processes, and the skills of our drivers. With technology, processes and people working in sync, we are able to maximize safety, customer service, and efficiency while collecting Van Buren Charter Township routes.



Onboard Computing System Provides Real-Time Driver Feedback

Our fleet of trucks for Van Buren Charter Township is equipped with our onboard computing system (OCS), which enhances communication between our operations and customer service teams. OCS replaced paper route books with electronic route sheets that are updated in real time. Collection drivers see all stops and service tickets on their touch screens, which can be updated remotely and in actual time by our route managers and dispatchers. Drivers use their OCS to log completion of each service performed.







OCS is also a key tool for noting and communicating route exceptions such as blocked containers, extras, and contamination. Each exception has a designated code. Drivers log the appropriate code at the time of collection and have the option to add supplementary notes. If OCS becomes unavailable, our drivers use a traditional paper route sheet to perform scheduled collections and manually enter routing exceptions. The primary benefits of OCS are:

- Service exceptions: When a driver encounters a condition that prevents providing service or requires a service beyond emptying a container, such as removing extras and noting contamination, he or she touches the "service exception" button. Drivers can touch the exception button on the customer order list or from the customer order detail screen, which triggers an "exception" pick list on the display. Drivers touch the role containing the appropriate service exception.
- **Proactive Customer Communication:** Drivers document any issues associated with attempting to service the customer account, including carts not being out, blocked access or ancillary pickups. This allows us to proactively address issues with our customers and prevent inconveniences, such as a missed collection.

Our OCS is complemented by the following industry-leading software and technology for real-time routing and dispatch communication:

Technology	Function	Benefit
eRouteLogistics®	Mapping and routing software system used to develop and modify routes	 ✓ Takes into account traffic patterns in the community, vehicle capacity, location of disposal sites, and travel times to create the most efficient routes possible to provide the best value to the customer ✓ Fully integrated with our billing and customer database, Mid-America Systems (MAS), to capture new customers and service changes
Plan Versus Actual (PvA) Technology	Software that plots planned route versus actual route status	✓ Identifies routes that may be running behind typical schedule that customers are accustomed to, enabling WM to proactively redistribute routes to prevent missed or late pickups
Onboard Computer System Dispatch (OCSD)	In-office software connecting dispatch and route management to driver OCS	 ✓ Route modifications are made in real-time and instantly appear on drivers' tablets so that any potential for service disruption is eliminated ✓ Enables dispatch and managers to electronically assign service tickets and communicate with drivers for immediate customer issue resolution (e.g., blocked container, late set out, etc.)



DriveCam®: Intelligent Dashcam Technology for Safer Collection

DriveCam®, one of the safety innovations onboard our trucks, goes beyond traditional dashcams by pairing machine vision with artificial intelligence to identify risks as they occur on the road and respond to the driver with real-time coaching.

DriveCam is mounted on the windshield of the interior cab with cab-facing and road-facing cameras. When an unsafe condition is detected, such as critical following distance, lane departure, or imminent collision, the device visually and audibly alerts our drivers, providing an opportunity for self-correction.

Additionally, if an event is detected, video data is sent to WM route managers for follow-up performance coaching with the driver. Recorded events also help us appreciate the many times that our drivers avoid collisions through using proper defensive driving techniques. We believe our investment in DriveCam has contributed to reducing our reported vehicle accidents by almost 80% since 2005.



Extra Eyes on Your Roads

WM drivers can manually trigger recording of video on the DriveCam in the event they witness an emergency situation or suspicious activity.



For an in-depth look at DriveCam, visit https://youtu.be/NDvaclfHxy8.



Back Up Cameras on All Vehicles

All Van Buren Charter Township vehicles include back up cameras that provide a view of the area behind the truck whenever the truck is in reverse. This reduces the potential for backing accidents and enhances pedestrian safety.

Leading Safety w	vith Onboard Technology Advancements
On-Board Methane Detection	On CNG-powered trucks, methane detectors provide immediate visual and audible alarm for potential leaks from fuel tanks or lines.
Maximum Idle Time Limit	After five minutes, engines turn off to reduce fuel consumption and exhaust emissions.
Electric Heated Rear View Mirrors	Provides fog and frost-free view of both sides of the truck. Mirrors are adjustable electronically from the driver's seat to provide an unrestricted view of the sides and rear on the truck.
BusBoy Mirrors	Angled convex mirrors allow the driver an unrestricted view of the area in front of the truck. Especially valuable when children and/or adult pedestrians are present.
Trapezoidal Side Lights	Floodlights located halfway down the side of the body come on automatically when the truck is in reverse. Bright flood lighting illuminates both sides of the truck and roadway providing added safety.
LED Strobe Lights and Flashers	Enhances rear of truck visibility for approaching motorists. Improves safety for helpers while working at the rear of service trucks.
Sears Air Ride Drivers Seat	Provides added comfort and excellent ergonomics for the driver. Includes eight- way adjustability including lumbar support to help reduce driver fatigue and improve overall performance.
Reflective Signage/Striping	Highly reflective rear of vehicle striping and signage to provide exceptional visibility when approaching trucks from the rear during nighttime hours.
Heavy Duty Disc Brakes	Provide the best stopping distance for heavy trucks in the industry. Exceeds all applicable Federal Motor Vehicle Safety Administration requirements.
Electromagnetic or Hydraulic Driveline Retarders	Retarders are silent and provide additional braking capacity. Eight-inch-wide rear brake lining also increases braking capacity and improves vehicle safety.
Four Braid Hydraulic Hoses	Part of WM's standard truck body specification, doubling the safety margin against high-pressure hydraulic leakage.



Our Route Management Systems: Operational Efficiency at its Finest

With more purchases being made electronically, many of us have started tracking the status of our deliveries online, and for the first time, we have had visibility into the complex logistics behind each shipment. When we are anxious to receive a package, we watch every stop from the point of intake, to transfers at regional distribution centers. Just as we depend on mail carriers to deliver packages on time, Van Buren Charter Township depends on WM to collect waste safely, efficiently, and on time.

Behind the scenes, we meet these customer expectations with the help of our state-of-the-art technology and software. Our entire fleet is equipped with an onboard computing system (OCS) – touch screen tablet technology that enhances real-time route management and communication between our operations and customer service teams. Through OCS, we use eRouteLogistics® software to build and maintain our routes and Plan Versus Actual (PvA) technology to manage collection routes in real time.

In addition to confirming material is collected on time with fewer missed collections, our route management systems benefit Van Buren Charter Township through:

- **Operations Efficiency:** Designing and utilizing the most efficient route means lower cost for customers, less wear and tear on streets, and the ability to avoid heavy traffic patterns.
- Environmental Savings: Operational efficiencies gained through our routing process have immediate positive effects on the local environment. Fewer miles driven means reduced greenhouse gas emissions.
- **Safety Improvement:** Routes are planned in line with company safety policies and protocols. Our routes accommodate traffic patterns and traffic flow, as well as avoid high pedestrian traffic hours at locations such as schools, playgrounds, and parks.

eRouteLogistics®: Routing Software that Reflects Real-Time Developments

We utilize eRouteLogistics® to develop, manage, and modify routes. The software is used daily by our operations team to ensure that each route is well-maintained and adjusted to reflect new developments and changes in service levels, customer counts, and traffic patterns.

The eRouteLogistics program uses specialized software and a process analysis that bases routing and rerouting on:

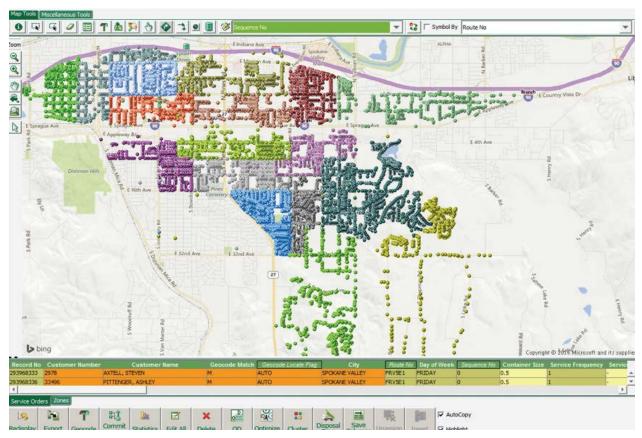


eRouteLogistics displays customer locations in a user-friendly map through a variety of coloring and labeling options and allows users to visualize existing and future routes. Updated in near real-time, eRouteLogistics enables our route managers, drivers, dispatchers, and customer service representatives to resolve any questions or concerns our customers or municipal partners may have concerning routes.

This web-based application integrates with our billing and customer database, Mid-Atlantic Services (MAS). MAS provides daily updates to eRouteLogistics to capture new customers and service level



changes. eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.



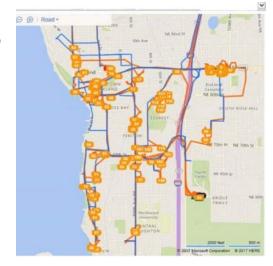
eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

Plan vs. Actual Technology: Managing Route Progress in Real Time

Using our Plan Versus Actual (PvA) technology, route managers and dispatchers can track every stop on

the route virtually. By following the same route order every service day, we create consistency in service and increased customer satisfaction. PvA software displays how closely the driver followed the route, where there were delays of more than 10 minutes, and where the driver had to deviate from the route. Coaching consistency is important, and our general goal is to run the route at least 90% as designed.

The graphic to the right shows the PvA tracking for an actual route. A route order is typically denoted by blue squares (representing each account on the route). The order in which stops are serviced is denoted by the orange squares (based on when the driver "statuses" the stop, meaning, completed the pick-up).





The driver updates the status of each container as it is collected. That route information is shared almost instantly with the customer service center, so when a customer calls, our customer service representatives know what has happened on the ground. This helps the route manager track down disputed calls and helps the driver eliminate missed pick-ups.

More Accurate Commercial Services

Commercial settings can be challenging to service. Often times, business addresses and container locations do not match. Using a link to the in-truck computer tablet, the route manager can overlay the driver's route onto Bing aerial maps, to identify the commercial customer's account location versus where the container is located on the property. This can assist drivers to avoid missed pickups in confusing settings.

Real Time Flexibility for On-Time Collections

We know not every day goes smoothly. Traffic can slow a driver on their route. A driver gets sick and the route still needs to be serviced. Route managers and dispatchers can take a portion of a route, or an entire route, divide it up among other trucks, and seamlessly drop those stops onto the other drivers' tablets. This puts the customer first, allowing us to quickly react to all situations. Additionally, route managers and dispatchers have access to each driver's tablet and can track how many stops are on their route and progress to completion.

While sitting at their desk, our operations team can see where our trucks are located, the stops already completed, and the day's work left to be collected. By dropping an electronic ticket on the



Screenshot of new stops (white numbers) added to driver's tablet by the route manager.

map, the software pinpoints the location of the issue and gives our operations team the tools needed to re-route the work to the nearest truck.

Our drivers will know Van Buren Charter Township and they make certain you receive excellent customer service. With the help of our route management technologies, our drivers, route managers, and customer service team work together to meet your service expectations of on-time collections delivered in a safe and efficient manner day-in and day-out.

Onboard Computing System Dispatch Streamlines Routing Communications

Our onboard computing system dispatch (OCSD) software application is the system that aggregates all the data generated by our drivers via their onboard units (OBU). Vehicle information is transmitted in near real time from the OBU device back to our OCSD application in our high-tech Centralized Dispatch Center. It is used by our route managers, dispatch, and customer service teams to make routing decisions and modifications in real time, answer customer questions, and develop new and modify existing routes for efficiency based on historical data.

This system connects our dispatch operations, to our customer service center, to each truck, and even to our customers. It is done seamlessly using technology that communicates directly with the truck's



computer and driver and allows the dispatcher to see where our trucks are located and how they are progressing on their route.

A phone call to the customer service center creates an electronic ticket sent to the dispatcher. The dispatcher reads the ticket, researches the situation using data from driver tablets, and determines who can best handle the issue. The dispatcher talks with the drivers and can "drag and drop" the electronic ticket onto the driver's tablet; push-to-talk technology gives the dispatcher quick direct access to each driver.

Our operations specialists and dispatch teams work together to keep a watchful eye on multiple residential, commercial, and roll off services and routes daily so that they can easily troubleshoot issues if they arise. Every dispatcher or operation specialist can access the same information providing continuous seamless coverage if someone is on a break, or during an all-hands situation like an emergency or weather event.

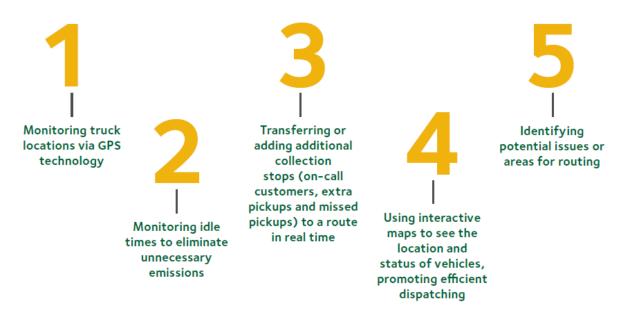
The team's collective goals are straightforward:

- Drive customer service satisfaction
- Streamline communications
- Support operations
- Increase efficiencies

Key functionalities include the ability to:

- Instantly view driver location, status, and route progress
- "Drag and drop" electronic tickets
- Share and access on-route photographs from tablets (i.e., photos of blocked containers, etc.)
- Reallocate portions of routes or a single collection from one driver to another

This software allows route managers and dispatch staff to enhance overall efficiencies through:



The combination of onboard technologies investments and computerized dispatch enables WM to increase the effectiveness of our everyday operations and maximize our ability to quickly respond to customer needs.





5 | BEST CUSTOMER EXPERIENCE

A Customer Service Experience For Tomorrow

In today's digital age, customers' service expectations are changing. Customers want a direct and seamless experience - anytime, anywhere, and on multiple platforms and touchpoints. WM has aligned with those expectations by transforming how we do business to deliver an unrivaled customer experience.

WM has made significant investments in technology to create a robust omnichannel to meet our digitally conscious customers on their platforms – email, social media, live chat, and mobile apps. The WM Omnichannel Customer Service Experience positively impacts the quality of customer interactions by

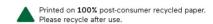
allowing us to reach our customers at every point of their journey, regardless of where they started.

This digital transformation breaks down communication silos to put our customers at the center of what we do every day. It delivers the experiences customers expect while providing convenient, flexible, and efficient customer service solutions on their preferred channels - including personal one-on-one interaction. And as customer expectations and service trends evolve, WM can leverage the Omnichannel approach to develop forwardthinking solutions to construct a new customer service journey.



WM Omnichannel: Customers Conduct Business How and When They Want

Modern customers want to save time and expect 24/7 service and easily accessible solutions to their problems without wasting time on hold or explaining the same issue to multiple people. Our holistic





strategy puts our customers in the driver's seat by allowing them to self-serve and handle routine issues at their convenience.

\//\//c	Omnichannel	Customor	Sorvico	Diatforms
VVIVIS	Omnichannei	i Cusiomer	Service	Pianomis

WM.com	Offers seamless navigation and an intuitive way for customers to learn about services and solutions in their community.
Al-Powered Virtual Assistant Chatbot	Handles routine issues promptly and provides 24/7 customer service with automated responses to the most frequently asked customer questions.
Knowledge Base Help Center	Houses answers and videos to top customer requests about WM services as well as support articles by topic – products/services, understanding your bill, delays, and more.
Live Chat	Allows customers to skip email exchanges or wait in line in the call queue. With Live Chat, we can respond immediately to customer questions.
WM's Social Media Platforms	Meets customers where they are and allows us to answer questions quickly. Customers can also stay updated about services and ways they can help protect the environment.
Interactive Voice Response System (IVR)	Seamlessly routes customers to self-service options and connects them with the right resources, links, or departments so we can limit call transfers and reduce wait times. Our IVR System is also equipped with convenient callback functionality, so customers never have to wait on hold during peak call hours. Customers can simply choose to be called back and "hold their place in line" while they continue with their day.
Call Center	Personal, one-on-one customer assistance for questions or service issues.

Personal, one-on-one customer assistance for questions or service issues.

My WM

Offers simple and intuitive online account management for service requests, holiday schedules, online bill pay, autopay, notification preferences and more. We've added a new self-serve feature to My WM - bulk item pickup. Scheduling a Bulk Pickup with My WM is easy:

- 1. Login: Log in to your My WM profile. Select Manage My Services.
- 2. Choose Materials: Review the service rules and list of unacceptable items. Use the checklist provided to identify the materials you need to get rid of – once an item is selected, specific instructions will be provided.
- 3. Pickup Date & Payment: Use the calendar to choose your pickup date and add additional notes directly to your Driver. Review the costs (if applicable), approve the payment method (if a prepay is required), and confirm your order.

My WM App

Provides a personalized customer experience. With the My WM app, customers can:

- Manage and use different payment methods with ease, including Apple Pay
- Enroll in AutoPay and Paperless billing (if applicable) 0
- Get service day updates so they know when to expect pickup
- Request bulky item pickup, extra pickups, roll-off dumpsters, and more
- View or change their existing services and schedules.

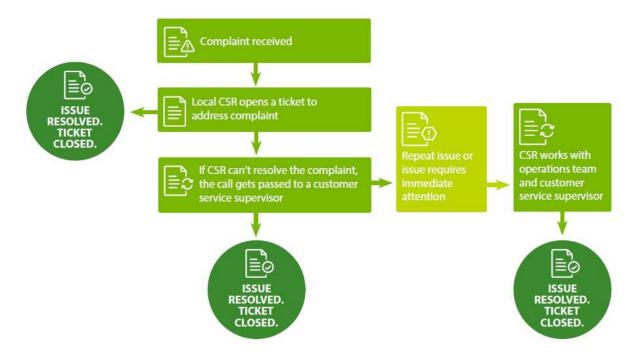


	WM Digital Cus	stomer Service Capabilities	Residential	Commercial	Roll Off
	Manage Accounts	Allows customers to add or remove WM accounts and manage all with your My WM Profile.			
	AutoPay & Paperless	Save time by receiving bills electronically and having them paid automatically. Signing up for both autopay and paperless can save customers some money, too.			
Billing	Pending Charges	Be informed of one-time charges before receiving invoice.			
ш	My Billing	Provides access to current and past invoices, allows customers to save or update payment methods, and allows partial payments or pay multiple invoices in one.			
	Adjust Service	Things are constantly changing - including service needs. Our online options help customers adjust to change.	COMING SOON!		
ervice	Extra Pickup	Avoid hassles of an overloaded container by completing an online request for WM to come before your next service day.			
Buy & Adjust Service	Bulk Item Pickup	Schedule a time for WM to pick up large trash items that can't be recycled or repaired.		COMING SOON!	
Buy &	Container Repair	If your container needs care, visit us online to schedule a repair or replacement.		COMING SOON!	
	Roll Off Requests	Schedule an exchange or removal of a roll off container online, where you choose the date and see estimated costs.			
Service Details	View ETA & Schedule	Stay informed of when WM is stopping by - including holiday, weather, or other service schedule changes.			
Service	View Service Visuals	Customers can see their container the way our drivers see it with photos and videos.			COMING SOON!
	Manage Contacts	Assign a service contact or billing contact, or both. Customers can easily make changes at any time to ensure the right people are contacted with the right information.			
Contact	Communication Preferences	Customers stay informed by receiving the information they want to receive and how they prefer to receive it.			
	Feedback	Let WM know what you think – we are all ears! We want to keep doing what the customer likes or work to improve where there may be opportunities.			
			WM.com:	Mobil	le App:



Cutting Edge Customer Service Center with Personalized, Convenient Solutions

At WM, we know that excellent customer service means going beyond meeting our customers' basic needs and providing personalized, knowledgeable, convenient, and proactive service. That's why our state-of-the-art Customer Service Center is equipped with the latest customer support software and a well-designed, intuitive call flow that allows our Customer Service Representatives (CSRs) to provide customers with the right information or resolution they are looking for right away.



Customer Service Center Availability

Our Customer Service Center is open Monday through Friday during normal business hours - the Center is closed on nationally observed holidays. However, our easy-to-use self-service channels - WM.com, My WM, Virtual Assistant chatbot and more - are available to support customers' needs 24 hours a day, seven days a week, 365 days a year.

A Nationwide Network for Redundancy When Our Customers May Need It Most

During a local power outage or natural disaster, our infrastructure routes call throughout our nationwide customer service network, allowing us to deal with customers' inquiries or requests effectively and timely. Customers can also access WM's self-service tools 24/7.

Professional, Well-Trained Customer Service Representatives

Our Customer Service Center is staffed with professional, well-trained CSRs who deal with complex issues not best handled online. They place our customers at the center of what they do every day, take the right steps to understand our customers' unique needs and make the best decisions to address and resolve issues on first interactions. This customer relationship management ensures that customers do not need to follow up with a second call.

Our six-week onboarding training program, continual learning, and training opportunities allow us to lead the way in customer service and ensure that our CSRs are ready to support customers with professionalism and a customer-centric focus.





People First: Our proud, caring, and resilient CSRs are the foundation of our customer service success. That is why WM has partnered with Genesys, a global leader in workforce engagement management, to gain greater insight into our CSRs' professional and personal needs. Genesys' Al-powered customer interaction management platform allows us to create strategic data-driven workforce plans, which is invaluable to delivering proactive, predictive, and personalized customer experiences while elevating our CSRs' experience and engagement.

Comprehensive Investments in Customer Service Technology

WM has made operational and capacity-building investments to service technology to better serve our customers by strategically connecting them to the right information at the right time.

Onboard Computer Technology for Constant Contact with Drivers and Vehicles

WM's onboard computer technology allows us to improve workflow efficiency, reduce emissions in the communities we serve, and makes it easier to provide effective solutions for our customers by:

- Obtaining real-time information related to all truck locations, stops serviced, service status
- One-touch cart service verification
- Proactively generating service tickets for cart repair or replacements for customers
- Centralized customer service for immediate and efficient issue resolution, including on-call requests, rerouting, and customer service needs

Integrated Knowledge Management Systems

Green Pages is a proprietary web-based Knowledge Management System (KMS) and a single source of truth for sharing, organizing, and managing contract-specific information with customers, such as available services, rates, and collection schedules.

Green Pages is accessible to all our CSRs nationwide, enabling our nationwide network of experienced CSRs across to instantly access service-related information, allowing WM to provide consistent, accurate information during the most critical emergency situations.

Our Customer at a Glance (CAAG) KMS incorporates customer data from key WM systems into a single application, allowing our CSRs access to comprehensive customer information, including customer invoice and payment history, WM's integrated billing system, Mid-Atlantic System (MAS), and onboard computing that captures service history and service statuses.



With CAAG, CSRs are also able to manage first-call resolutions for customers regarding:

- Administrative actions (online pay/autopay/paperless invoicing
- Holiday schedules
- Service/pickup schedule
- Bulky/large item collection
- How to Recycle Right
- Sustainability education
- Commercial extra pickup, service changes
- Service schedule changes
- Weather and natural disasters alerts



WM VALUES

WE VALUE OUR CUSTOMERS

We place our customers at the center of what we do and aspire to delight them every day.





6 | SAFETY IS A CORE VALUE

Putting People First with Robust Safety Programs, Technology

WM knows it is our duty to take every sensible step to prevent injuries in the workplace and return our employees home safely every night.

Likewise, Van Buren Charter Township depends on us to safely collect, process, and dispose of their wastes while being mindful of our actions to protect the environment that we share.

This is why safety is a core value for our company and we understand the magnitude of the responsibility we have and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.

Overall injury rates in our industry have improved substantially in recent years and WM's performance in this area has ranked among the best. You do not need to



'Our People First' is a core commitment of WM. We commit to taking care of each other, our customers, our communities, and the environment.

search long to see how we fulfill our commitment to safety – it is woven into everything we do – from hiring practices to training to advancing safety technologies to preventive maintenance.

Continuing Our Mission to Zero

We engage employees on safety practices through our internal safety philosophy program, Mission to Zero (M2Z), where the "Zero" represents zero tolerance for unsafe actions or conditions. By engaging employees around prevention rather than simply tracking outcomes, we strive to address hazards before they endanger employees. Over the years, the M2Z approach has resulted in programs that have improved safety performance, including worker injury rates, vehicle collision prevention, and safety leadership development. The program involves classroom instruction, route observation, monitoring of safety data, and driver training. Since its adoption, we have seen significant improvements in on-the-job safety.



Driver Safety

Drivers on their collection routes face many safety risks that are beyond WM's control on a daily basis. We prepare them for the risks they may face with in-depth training.

Regional Training Centers

In 2021, we were pleased to reopen our training centers for drivers and technicians after a closure early in the pandemic. The centers, located in Glendale, Arizona, and Fort Myers, Florida, include maintenance shops,



driver training courses, classrooms, computer labs, and technician workstations to simulate typical experiences at WM facilities. Newly hired drivers and technicians selected from across the country travel to these centers for two-week, immersive onboarding programs designed to enhance their capabilities. Trainees spend their first week in the classroom learning and by week two transition into simulated driving courses and stations that provide scenarios reflective of day-to-day collection conditions and obstacles – from severe weather, traffic, and responding to other drivers' behavior. At the end of the two-week training course, drivers receive a comprehensive evaluation of performance in key safety areas.

Reinforcing Safety with Ongoing Training

Safety training is never "complete" at WM. All drivers participate in ongoing safety training, including:

- 'Tailgate' Meetings: Every morning each of our drivers attends "tailgate" meetings
 where safety is a primary focus. Relevant and time-sensitive safety topics are often
 discussed, such as upcoming weather forecasts for conditions, scheduled community
 events that result in more pedestrian traffic, and road/bridge closures that may require
 alternative routes.
- WM SAFETY Defensive Driving System: Provides ongoing safe driving instruction specific to waste collection vehicles. The system is refreshed monthly with videos that address hazards in drivers' daily operating environments. Topics include safe backing, following distances, pedestrians, bicyclists, and rollover prevention.
- Observation Behavior Assessments: On a regular basis, WM route managers and driver trainers provide on-the-job observation behavior assessments to evaluate driver knowledge, operating behaviors, and safety/best practice compliance.



Advancing Safety Technology with a Better Collection Truck

WM is investing deeply in technology to keep drivers safe. We continue to transition from manual to automated collection technologies, which reduce the number of times our employees must exit the truck while collecting trash and recyclables. This technology helps reduce fatigue and the potential for incidents. A few features that we are incorporating into our trucks include:

A better collection truck

WM Smart TruckSM Technology

Through WM SmartSM Truck Technology, cameras mounted on collection trucks take photos of contamination in bins, which are used to provide feedback to customers. Beyond addressing contamination, this technology reduces the number of times drivers must leave the cabs of their vehicles.

Better brake lights

The more visible our trucks are on the roads, the safer we are. To help reduce rear-end collisions, we are upgrading to new brake lights that flash repeatedly to catch the attention of other drivers.



DriveCam®

DriveCam® camera is a video recorder that is automatically activated by sudden movements, allowing managers to see drivers' behavior and, if necessary, coach them on safer driving techniques.

Automatic Front Loading

Automatic front loaders service containers with two forks on the front of the truck that lift and tip contents into the body of the truck - operated by the driver with controls inside the cab.

Advanced Driver Assistance Systems (ADAS)

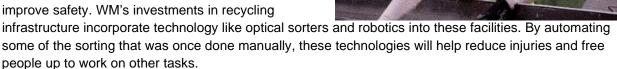
Advanced driver systems include features like collision mitigation, active braking technology and vehicle telematics that communicate any needed repairs to our shops. Beyond the safety benefits, these enhancements lead to greater driver satisfaction and retention.



Facility Safety

WM has robust safety programs to protect employees in our post-collection facilities, which include material recovery facilities (MRFs), transfer stations, and landfills. Worker absences and attrition pose safety risks to all employees in a facility, so we are diligent not only about keeping people safe, but also creating a workplace where people will want to stay long term.

In our MRFs, automation is a critical way we can improve safety. WM's investments in recycling



Operations within MRFs pose a significant safety risk due to the threat of fires - often due to lithium-ion batteries incorrectly placed in recycling carts that can ignite when the casing is compromised. To combat this, WM uses a fire suppression technology that automatically detects fire or smoke in the recycling stream, even when no workers are present. If needed, the system deploys a foam cannon to put out flames, reducing potential risks to our people and significant damage to our facilities.

Personnel at our post-collection facilities wear personal protective equipment (PPE) while on duty at all times, including hard hats, reflective vests and clothing, eye/hearing protection, gloves, and dust masks when necessary.

All post-collection facilities are adequately staffed and follow life safety critical rules. Signage throughout our facilities indicate a number of life critical safety rules, such as seatbelt requirements, vehicle and foot traffic flow, speed limits, vehicle distancing (minimum 15 feet), no cellphone use zones, and warnings near open landfill pits or machinery.



WM VALUES

WE VALUE SAFETY

We have zero tolerance for unsafe actions and conditions, and make safety a core value without compromise.







7 | RECYCLING FACILITY & EDUCATION

Designated Materials Recovery Facility (MRF)

At the beginning of this contract period, recyclables collected from Van Buren Township residents will be delivered to the GFL Recycle Center, a Material Recovery Facility (MRF) located at 36543 S. Huron Rd., New Boston, MI 48164. This will be a temporary arrangement until the MRF that WM is constructing is complete and ready to accept recyclable materials for processing. We anticipate that our new state-of-the art MRF will be ready to receive and process recyclables beginning in the first quarter of next year.

Recyclables Revenue Sharing Formula

WM does not currently have a revenue sharing agreement with our third-party recyclables processor, GFL. If awarded this work, WM plans to divert collected recyclables from the GFL Recycle Center and instead begin hauling Van Buren Township recyclables to our newly constructed WM Detroit MRF, which we anticipate opening in 2024. WM will be pleased to negotiate a revenue sharing formula at that time.

Recycle Right: Proactive Public Education for Your Township

Preserving natural resources and virgin materials through recycling is at the heart of what our customers, communities, and WM want to accomplish. It is a key component of our business and it is what you, our customers, are requesting. But, recycling simply must be both environmentally and economically sustainable. By cleaning up collection, reducing contamination and limiting what we place in our carts to material that has a reliable market and can be reprocessed into new products, we can reduce the risk of recycling programs. A global effort is underway to move the needle in a more sustainable direction, and we know that this process starts with addressing contamination.

WM has dedicated manpower and made a significant investment in our Recycle Right education program. The comprehensive, complimentary offerings found on the Recycle Right website provide tailored tools for everyone from residents to businesses to educators to property managers as well as our government customers. Recycle Right is successful at getting customers to change their recycling habits because we: 1. Clearly define the problem (recycling confusion and contamination), 2. Give consumers a reason to do something, and 3. Simplify the message with three simple rules:



To view our Recycle Right website and all of its recycling education tools, scan the above QR code or visit wm.com/recycleright.





Recycle Right's customer-specific tools and resources recognize that recycling presents different challenges in different environments. Multifamily property managers need tools that are formatted in a way that makes it easy for them to educate residents - a "what goes where" doorhanger or a new resident welcome letter, while a business may really benefit from posters designed specifically for break rooms or desk side recycling tips. Based on community-based social marketing precepts, the Recycle Right

program includes
educational videos, printed
inserts, posters, bin decals
and bookmarks, a robust
social media campaign,
elementary school
resources that include a
STEM-approved Curriculum
for K-Five, and other
interactive tools you can
use to make recycling
sustainable for future
generation.









Additional Recycle Right educational materials include:

FOR THE HOME	 Recycling Get Started Guidelines, Posters, and Container Labels Tips for Streamlining Recycling at Home Videos designed to help customers set up successful at home recycling programs Family recycling activities
FOR THE BUSINESS	 Recycling Get Started Guidelines, Posters, and Container Labels Tips for employee engagement Steps for setting up office place recycling Widgets linking to educational videos - these can be posted on business webpages to help cross- promote Recycle Right resources Resources for how to recycle without using plastic bags
FOR THE SCHOOL	 Educational curriculum designed for grades K-5, including: Lesson plans Activities Worksheets and lesson extensions Videos Posters and Container Labels
FOR THE COMMUNITY	 Recycling Guidelines, Posters, Container Labels and Resident Mailings Widgets linking to educational videos - these can be posted on municipal webpages to help cross- promote Recycle Right resources Social media tools Cart tags
FOR PROPERTY MANAGEMENT	 Recycling Get Started Guidelines, Posters, and Container Labels Multifamily Recycling Setup Checklist Customizable Multifamily Newsletters New Resident Welcome Letter Recycling Doorhangers Staff Recycling Training Factsheet

We are constantly adding new tools and resources to our Recycle Right education program and have designed the program to be an ongoing resource for our customers with fresh materials and content appearing regularly.

WM firmly believes in education – it is the foundation of everything we do regarding recycling.





The Recycle Right Widget

According to our customer service satisfaction surveys, 45% of our municipal resident customers look to their municipalities for recycling information, primarily on their municipal websites, and one of the biggest frustrations that residents have around recycling is a lack of information available to them. To help solve this problem, WM has designed a new tool - the Recycle Right widget - to help keep your website up-to-date and provide current recycling information to your residents.

The widget is easy to use, hosted by the municipality, there is no cost involved, and it provides targeted recycling education.

- The widget is a small image that displays a message on your website and links to www.wm.com/recycleright.
- Your webmaster does a one-time update, dropping the embedded code into the recycling page on your website and the widget is installed.
- It provides an easy way for consumers in your community to get the most up-to-date information about recycling.

RECYCLING JUST GOT SIMPLER

Watch the videos. Get the tools.



RECYCLE RIGHT





Plastic Bottles & Containers Botellas y envases de plástico



Food & Beverage Cans Latas de alimentos y bebidas



Paper Papeles



Flattened Cardboard & Paperboard
Cartón v cartulina aplastados



Glass Bottles & Containers
Botellas y frascos de vidrio

DO NOT INCLUDE IN YOUR MIXED RECYCLING CONTAINER / NO INCLUIR EN SU CONTENEDOR DE RECICLAJE MIXTO



NO Food or Liquids NO comida o líquidos



NO Foam Cups & Containers NO vasos y recipientes de poliestireno



NO Loose Plastic Bags, Bagged Recyclables or Film Empty recyclables directly into your cart NO bolsas y envolturas de plastico sueltas, o materiales recyclables embolsados Vacié directamente los materiales reciclables en nuestro carrito



NO Green Waste NO Clothing, Furniture & Carpet NO desechos verdes NO ropa, muebles y alfombras



NO Batteries – check local drop-off programs for proper disposal NO baterias - Verifique los programas locales



© 2019 WM intellectual Property Holdings, LLC. The Recycle Hight recycling education program was developed based upon national best practices. Please consult your local municipality for their acceptable of the property of

To Learn More Visit: Para más información, visite: wm.com/recycleright





FOR TOMORROW.



Current Operation

Currently, two WM Material Recovery Facilities not designed to operate single-stream technology operate in Michigan, (Grand Rapids and Saginaw), supporting limited commercial recycling. These are accompanied by six transfer stations, that work with third parties to transfer materials unable to be managed at our facilities.

A "For Tomorrow" Approach

WM is North America's leading provider of integrated environmental solutions. We partner with our customers and communities to manage and reduce waste from collection to disposal while recovering valuable resources and creating clean, renewable energy. We are on a quest for environmental performance, a mission to maximize resource value, while minimizing – and even eliminating – environmental impact so that both our economy and our environment can thrive.

Operating the largest network of recycling facilities across North America, WM runs 49 single stream recycling facilities that sort and prepare recyclables for end markets. WM has over three decades of experience in creating and implementing single stream recycling initiatives and was the first major solid waste company to focus on residential single stream recycling.

As WM continues to bring our communities into the future of waste collection and diversion, a \$35 million capital investment in a new, state-of-the-art materials recovery facility (MRF) has been slated for the City of Detroit. The project is part of WM's expected \$275-million investment in recycling infrastructure in 2022. With the demand for recycled content products continuing to rise, the investment is expected to enable WM to capture more recycled materials and increase access to recycling for its customers.

The new, state-of-the-art single-stream Detroit MRF is expected to process up to 40 tons per hour, receiving materials from surrounding communities, as well as WM's six transfer stations in the area. It will also serve as a "hub" for two "spoke" MRFs across Michigan's lower peninsula that currently process limited commercial recycling.

WM anticipates that the proposed Detroit MRF will be capable of providing processing services to industrial, commercial, and residential customers — both mixed recycling as well as source segregated cardboard — with cutting-edge technology, including paper screening and optical sorters aimed at improving the recovery rate of recyclables, and equipment with the expected capability to recover glass for end user availability.

Along with creating greater opportunity for residential recycling program growth and optimization across the state, the new Detroit MRF is expected to create an estimated 50 new careers directly, including administrative, technician, operator, exempt and general labor roles, and hundreds of new careers indirectly. WM also anticipates that it will provide Michigan businesses the ability to expand upon their existing commercial recycling programs while creating opportunities for Michigan manufacturers to acquire recycled content.



MAKING MICHIGAN MORE SUSTAINABLE,

FOR TOMORROW.

ADVANCED Recycling Technology

The Detroit MRF will be capable of providing recycling services to industrial, commercial, and residential customers - both mixed recycling as well as source segregated cardboard, with cutting-edge technology.

- Paper screening and optical technology that will support the quality expectations of the ISRI (Institute of Scrap Recycling Industries) standards.
- Series of technology flow that improves an operations recovery rate of recyclables, including polypropylene, HDPE (High Density Poly Ethylene), and pet plastics.
- Equipment will have the capability to recover glass for end user availability.





Transfer Station



Material Recovery Facility (MRF)

COMMUNITYBenefit & Sustainability

- Creation of 50+ new careers, including administrative, technician, operator, exempt, and general labor roles.
- Increased recycling participation and capacity with the development of a Hub & Spoke model - receiving materials from six transfer stations, and two "spoke" MRFs across Michigan's lower peninsula.
- Recycling supplier for Michigan manufacturers, making Michigan manufacturing more sustainable.
- · Community recycling education.
- · Expanded recycling services.
- Position Michigan as a leader in single stream recycling, highlighting Detroit as the epicenter of sustainability cultivation in the state.









A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$7.00 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$1.50 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$4.27 /Month (Weekly)
Pricing: \$3.27 /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$50.00 /Month for 2 yard capacity
Pricing: \$65.00 /Month for 4 yard capacity
Pricing: \$80.00 /Month for 8 yard capacity
Pricing: \$200.00 /Month for 20 yard capacity
Pricing: \$300.00 /Month for 30 yard capacity

E. Hourly cost for Township on-call services.

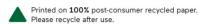
Pricing: \$250.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts. Monthly rental charge for an additional cart.

 No charge to replace cart due to normal wear & tear.

Pricing: \$6.00 /96 Gallon Cart/month Pricing: \$3.00 /64 Gallon Cart/month Pricing: \$No Bid /32 Gallon Cart/month

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly





A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$7.35 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$1.58 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$4.48 /Month (Weekly) Pricing: \$3.43 /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$52.50 /Month for 2 yard capacity
Pricing: \$68.25 /Month for 4 yard capacity
Pricing: \$84.00 /Month for 8 yard capacity
Pricing: \$210.00 /Month for 20 yard capacity
Pricing: \$315.00 /Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$262.50 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts. Monthly Rental charge for an additional cart.

 No charge to replace cart due to normal wear & tear.

Pricing: \$ 6.30 /96 Gallon Cart/month Pricing: \$ 3.15 /64 Gallon Cart/month Pricing: \$ No Bid /32 Gallon Cart/month

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly



A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$7.72 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$1.65 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$4.71 /Month (Weekly) Pricing: \$3.61 /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$55.13 /Month for 2 yard capacity Pricing: \$71.66 /Month for 4 yard capacity Pricing: \$88.20 /Month for 8 yard capacity Pricing: \$220.50 /Month for 20 yard capacity Pricing: \$330.75 /Month for 30 yard capacity

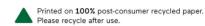
E. Hourly cost for Township on-call services.

Pricing: \$275.63 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts. Monthly Rental charge for an additional cart. No charge to replace cart due to normal wear & tear.

Pricing: \$6.62 /96 Gallon Cart/month Pricing: \$3.31 /64 Gallon Cart/month Pricing: \$ No Bid /32 Gallon Cart/month

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly





A. Monthly cost per Residential Unit for trash co	collection and transportation	to:
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Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$8.10 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$1.74 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$4.94 /Month (Weekly)
Pricing: \$3.79 /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$57.88 /Month for 2 yard capacity
Pricing: \$75.25 /Month for 4 yard capacity
Pricing: \$92.61 /Month for 8 yard capacity
Pricing: \$231.53 /Month for 20 yard capacity
Pricing: \$347.29 /Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$289.41 /Hour

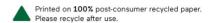
- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts. Monthly Rental charge for an additional cart.

 No charge to replace cart due to normal wear & tear.

Pricing: \$6.95 /96 Gallon Cart/month Pricing: \$3.47 /64 Gallon Cart/month Pricing: \$No Bid /32 Gallon Cart/month

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$\frac{\text{No Bid}}{\text{Discrete}} / Additional Item (Bulk Item Sticker)





A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$8.51 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$1.82 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$5.19 /Month (Weekly) Pricing: \$3.97 /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$ 60.78 /Month for 2 yard capacity
Pricing: \$ 79.01 /Month for 4 yard capacity
Pricing: \$ 97.24 /Month for 8 yard capacity
Pricing: \$ 243.10 /Month for 20 yard capacity
Pricing: \$ 364.65 /Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$303.88 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts. Monthly Rental charge for an additional cart.

 No charge to replace cart due to normal wear & tear.

Pricing: \$7.29 /96 Gallon Cart/month Pricing: \$3.65 /64 Gallon Cart/month Pricing: \$No Bid /32 Gallon Cart/month

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly





A. Monthly cost per Reside	ential Unit for trash	collection and transportation to:
	Woodland Meadov 5900 Hannan Roa Wayne, Michigan	d
	Pricing: \$ <u>TBD</u>	_/Month
B. Monthly cost per Resid	ential Unit for yard v	vaste collection and transportation to:
	Woodland Meadow 5900 Hannan Roa Wayne, Michigan	d
	Pricing: \$TBD	_/Month
C. Monthly cost per Residentified MRF.	dential Unit for recy	clables collection and management to an
	Pricing: \$TBD Pricing: \$TBD	_/Month (Weekly) _/Month (EOW)
D. Monthly cost for dumps	sters and roll offs for	trash and recyclables collection.
	Pricing: \$ TBD	_/Month for 2 yard capacity _/Month for 4 yard capacity _/Month for 8 yard capacity _/Month for 20 yard capacity _/Month for 30 yard capacity
E. Hourly cost for Townsh	ip on-call services.	
	Pricing: \$TBD	_/Hour
F. Recyclables revenue sh	naring formula to be	calculated and paid quarterly.
G. Carts, original and repl	acement carts. Mo No charg Pricing: \$ TBD Pricing: \$ TBD Pricing: \$ No Bid	onthly Rental charge for an additional cart. ge to replace cart due to normal wear & tear. _/96 Gallon Cart/month _/64 Gallon Cart/month _/32 Gallon Cart/month
H. Cost for additional Bulk	y Goods/White Goo	ods Collection over one (1) weekly



RFP RESPONSE PRICING FORM – YEAR 7
A. Monthly cost per Residential Unit for trash collection and transportation to:
Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184
Pricing: \$ <u>TBD</u> /Month
B. Monthly cost per Residential Unit for yard waste collection and transportation to:
Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184
Pricing: \$ <u>TBD</u> /Month
C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.
Pricing: \$\frac{TBD}{\text{Month (Weekly)}} \text{Pricing: \$\frac{TBD}{\text{Month (EOW)}}}
D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.
Pricing: \$\frac{TBD}{Pricing: \$\frac{TBD}{TBD}} /Month for 2 yard capacity Pricing: \$\frac{TBD}{TBD} /Month for 8 yard capacity Pricing: \$\frac{TBD}{TBD} /Month for 20 yard capacity Pricing: \$\frac{TBD}{TBD} /Month for 30 yard capacity
E. Hourly cost for Township on-call services.
Pricing: \$ <u>TBD</u> /Hour
F. Recyclables revenue sharing formula to be calculated and paid quarterly.
G. Carts, original and replacement carts. Monthly Rental charge for an additional cart. No charge to replace cart due to normal wear & tear
Pricing: \$\frac{TBD}{JBD} /96 Gallon Cart/month Pricing: \$\frac{TBD}{JBD} /64 Gallon Cart/month Pricing: \$\frac{No Bid}{JBD} /32 Gallon Cart/month
H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly



A. Monthly cost per Residential Unit for trash collection and transpo	ortation to	0:
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Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$TBD /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ TBD /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$ TBD /Month (Weekly)
Pricing: \$ TBD /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$ TBD /Month for 2 yard capacity
Pricing: \$ TBD /Month for 4 yard capacity
Pricing: \$ TBD /Month for 8 yard capacity
Pricing: \$ TBD /Month for 20 yard capacity
Pricing: \$ TBD /Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$ TBD /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts. Monthly Rental charge for an additional cart. No charge to replace cart due to normal wear & tear.

Pricing: \$ TBD /96 Gallon Cart/month Pricing: \$ TBD /64 Gallon Cart/month Pricing: \$ No Bid /32 Gallon Cart/month

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly





A. M	onthly c	ost per	Residential	Unit for	trash	collection	and trans	sportation t	to:
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Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ TBD /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$TBD /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$TBD /Month (Weekly)
Pricing: \$TBD /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$ TBD /Month for 2 yard capacity
Pricing: \$ TBD /Month for 4 yard capacity
Pricing: \$ TBD /Month for 8 yard capacity
Pricing: \$ TBD /Month for 20 yard capacity
Pricing: \$ TBD /Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$ TBD /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts. Monthly Rental charge for an additional cart. No charge to replace cart due to normal wear & tear.

Pricing: \$TBD /96 Gallon Cart/month Pricing: \$TBD /64 Gallon Cart/month Pricing: \$No Bid /32 Gallon Cart/month

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$\frac{\text{No Bid}}{\text{Item Sticker}}\rightarrow Additional Item (Bulk Item Sticker)





Α.	Monthly	cost per	Residential	Unit for	trash	collection	and	transportation	to:
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Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$TBD /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$TBD /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$TBD /Month (Weekly)
Pricing: \$TBD /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$TBD /Month for 2 yard capacity
Pricing: \$TBD /Month for 4 yard capacity
Pricing: \$TBD /Month for 8 yard capacity
Pricing: \$TBD /Month for 20 yard capacity
Pricing: \$TBD /Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$ TBD /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts. Monthly Rental charge fpr an additional cart.
 No charge to replace cart due to normal wear & tear.

Pricing: \$TBD /96 Gallon Cart/month Pricing: \$TBD /64 Gallon Cart/month Pricing: \$No Bid /32 Gallon Cart/month

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$\frac{\text{No Bid}}{\text{Additional Item (Bulk Item Sticker)}}







Bid Bond

Please see Bid Bond on following pages.

Bond No. 873244

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we <u>Waste Management of Michigan</u>, Inc., 5980 Inkster Road, Romulus, MI 48174 the Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto the <u>Van Buren Charter Township</u>, 46425 Tyler Road, Van Buren Township, MI 48111, the Obligee, in the penal sum of <u>Five Percent of Total Proposed Value of the First Year of Proposed Services</u> (5% <u>TPVFYPS</u>) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for <u>Curbside Cart Collection</u> Services for Residential Trash and Yard Waste.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 27th day of February 2023.

Waste Management of Michigan, Inc. Principal	Evergreen National Indemnity Company Surety
By: Aulie K Bowers Julie K. Bowers, Attorney-In-Fact	By: Denise M. Borowy, Attorney-In-Fact
Witness: Margany	Witness: Attaining at Temple
Hilarie Frankenberry, Witness	Patricia A. Temple, Witness



POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Kathleen P. Price, Denise M. Borowy, Hilarie D. Frankenberry, and Julie K. Bowers of Evergreen National Indemnity Company, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

- Surety bonds to the United States of America or any agency thereof, and lease and
 miscellaneous surety bonds required or permitted under the laws, ordinances or
 regulations of any State, City, Town, Village, Board or any other body or
 organization, public or private.
- 2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS	WHERE	OF, the WM Ent	ities have caused	these pre	sents to be signed by	,
the Vice President and	Treasurer	and its corporate	seal to be hereto	affixed.	This power of	
attorney is in effect as o	of	February 27	, 202 <u>3</u> .			

Witness:

Dian Sery

On behalf of Waste Management, Inc. and each of the other WM Entities

David Reed

Vice President and Treasurer



EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bid Bond No. 873244

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: Denise M. Borowy

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-

recoursely, that any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Automety(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY



Matthew T. Tucker, President Matthew 1. 1000,

Notary Public) State of Ohio)

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Julie K Bowers My Commission Expires August 13, 2024

Juli K Cowers

Julie K. Bowers, Notary Public My Commission Expires August 13, 2024

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 27th day of February, 2023





INS 102 (2/93) State of Michigan Department of Commerce

CERTIFICATE OF AUTHORITY

Company Admissions Division Michigan Insurance Bureau P. O. Box 30220 Lansing, MI 48909-7720

Date:

November 15, 1995

THIS IS TO CERTIFY, that

EVERGREEN NATIONAL INDEMNITY COMPANY

(an Ohio stock insurer)

NAIC No. 12750

is authorized in Michigan to transact the business of Section 605; Section 610 (including Sections 614, 616 and 620); subsections (a), (b) (including automobile and liability and excluding workers' compensation), (c), (d), (e), (f), (g), and (h) of Section 624(1); and Section 628

of P.A. 218 of 1956 as amended, "The Michigan Insurance Code," so long as the insurer continues to conform to the authority granted by this certificate, its corporate articles, the requirements of P.A. 218 of 1956 and all amendments to it and any limitations, conditions or other matters which have been agreed to from time to time between the insurer and the Commissioner.

If issued to a domestic, foreign, or alien insurer, this Certificate of Authority shall be automatically revoked 90 days after the insurer or an affiliated insurer is made subject to formal delinquency proceedings, unless the insurer requalifies for a Certificate of Authority. If issued to a foreign insurer, this Certificate of Authority shall be automatically revoked 90 days after a change in control, unless the insurer requalifies for a Certificate of Authority.

This Certificate of Authority is granted subject to the laws of the State of Michigan.

Commissioner of Insurance





Evergreen National Indemnity Company

Certificate 2021

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

Statement of Income

Direct Written Premium	36,555,235
Reinsurance Assumed	2,129,535
Reinsurance Ceded	(21,153,515)
Net Written Premium	17,531,255
Change in Unearmed	403,595
Net Earned Premium	17,934,850
Losses & LAE Incurred	3,656,478
Net Commission Expense	8,130,506
Other Expenses	3,847,382
Underwriting Gain/ (Loss)	2,300,484
Net Investment Income	1,978,236
Net Realized Capital Gains (Loss)	(320,360)
Other Income/ (Expense)	14,437
Income Before FIT	3,972,797
Federal Income Tax	652,375
Net Income	3,320,422

Balance Sheet

Assets	
Invested Assets	75,433,689
Uncollected premium and agents' balances	1,188,421
Reinsurance Recoverable	227,141
Other Assets	445,841
Total Assets	77,295,092
Liabilities & Surplus	
Unearned Premium Reserve	7,382,137
Loss & LAE Reserves	6,293,417
Ceded Reinsurance Payable	2,475,339
Amounts retained for others	14,608,469
Other Liabilities	3,596,587
Total Liabilities	34,355,949
Surplus	42,939,143
Total Liabilities & Surplus	77,295,092

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2021.

David A. Canzone, Treasurer





February 27, 2023

Van Buren Charter Township 46425 Tyler Road Van Buren Township, MI 48111

To Whom It May Concern:

We have reviewed the Proposal of <u>Waste Management of Michigan</u>, <u>Inc.</u>, for the <u>Curbside Cart Collection Services for Residential Trash and Yard Waste</u>. We understand that Proposals will be received on <u>February 27, 2023</u> for the above referenced project, and wish to advise that should this Proposal be accepted and the Contract awarded to <u>Waste Management of Michigan</u>, <u>Inc.</u>, Evergreen National Indemnity Company will provide the required Performance Bond in an amount equal to the amount of the contract.

Evergreen National Indemnity Company is a 570 Circular Treasury Listed company, with an A-A.M. Best Rating and duly licensed to do business in the State of <u>Michigan</u>.

By: Evergreen National Indemnity Company

Denise M. Borowy, Attorney-In-Fact

6150 Oak Tree Blvd., Suite 440 • Independence, OH 44131 • P: (440) 995-5100 • F: (440) 995-5101



EVERGREEN NATIONAL INDEMNITY COMPANY Independence, Ohio

POWER OF ATTORNEY

BID CONSENT

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: Denise M. Borowy

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY



Matthew T. Tucker, President

Notary Public) State of Ohio)

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

Julie K Bowers Notary Public in and For the State of Ohio My Commission Expires August 13, 2024 Juli K Bower

Julie K. Bowers, Notary Public My Commission Expires August 13, 2024

State of Ohio)

SS

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 27th day of February, 2023



Exceptions

WM submits these exceptions in response to Van Buren Charter Township's RFP and Model Contract. WM hereby qualifies its proposal in accordance with the following comments and exceptions. Waste Management of Michigan, Inc. agrees to work in good faith with Van Buren Charter Township to negotiate a mutually agreeable Contract that is acceptable to both parties. Please see following pages for Exceptions Forms.



I. MODEL CONTRACT TERMS AND CONDITIONS					
EXCEPTION FORM					
Term/Condition	Exception	Proposed Language			
remi/condition	Exception	Froposed Language			
RFP Pg. 3, #10	WM takes exception to RFP being deemed valid for one hundred eight days from the due date.	Proposal valid for 90 days from due date.			
Contract, 5 th and 6 th 'WHEREAS' Statements	WM takes exception to providing "best pricing" and "Best Available Services and Technology".	WM requests deletion of both "Whereas" statements.			
Section II(c) Best Available Services and Technology	WM takes exception.	WM requests deletion of this definition.			
Section II(O) Curb/Curbside	WM takes exception to carts being placed 10' from road. Automated truck reach is limited.	WM requests parameter change from 10 feet to 6 feet.			
Section II (X) Liquidated Damages	WM takes exception to the Liquidated Damages listed here.	WM requests discussion and negotiation of agreeable terms.			
Section II(CC) Rebate	WM takes exception to a rebate.	WM requests deletion of this definition.			
Section II(EE)	WM takes exception to any Recyclable Revenue Sharing	WM requests replacement with the following language: "WM doesn't currently have a revenue sharing agreement with our third-party recyclables processor, GFL. If awarded this work, WM plans to redirect recyclable materials from the GFL Recycle Center to our newly constructed WM Detroit MRF, which we anticipate opening in 2024. WM will be pleased to negotiate a revenue sharing formula at that time."			
Section III(A)(3) Contract Reopener	WM takes exception to a contract reopener.	WM requests deletion of this provision.			
Section III(B)(2) Process for Termination	WM takes exception to last paragraph on page.	WM requests deletion of the words 'and any reasonable costs Township incurs enforcing or attempting to enforce this Contract'.			
Section III(C) Termination of Contract by Contractor	WM takes exception as written.	WM requests at the end of the seventh line, after the word 'Contractor', insert 'solely and exclusively for Township'.			
Section III(D) Most Favored Nations	WM takes exception to Most Favored Nations language.	WM requires deletion.			
Section III (G)(7) Insurance	WM takes exception to the Pollution Liability Insurance per contract aggregate endorsement.	WM requests deletion of last sentence.			
Section III (G)(9) Insurance	WM takes exception to the cancellation notice provision.	WM requests replacing sixty (60) days notice with thirty (30 days) advance notice for cancellation and also clarifies in regard to renewal certificates being provided at least 10 days prior to the expiration date that our insurance broker issues our certificates of insurance once the renewal program has been bound and may not be able to issue the certificates until the expiration date.			
Section III(L)(2) Waiver	WM takes exception to Township request for waiver.	WM requests deletion of this section.			



Term/Condition	Exception	Proposed Language
Section III(L)(3) Indemnity	WM takes exception as written.	WM requests insertion of 'but only to the extent' before the word 'arising' on the fourth line.
Section III(O)(1) Uncontrollable Event	WM takes exception as written.	WM requests at the end of the sentence, delete 'but not including reasonably anticipated weather conditions for the geographic area'.
Section III(P)(6) Records and Access to Records	WM takes exception as written.	WM requests update of 'by commodity' to 'by waste stream'.
Section IV(B)(3) Collection Route Management	WM takes exception as written.	WM takes exception and requests on the second line after the words 'Contract Waste', insert 'that blows or becomes loose during Contractor's collection process'.
Section IV(B)(4) Collection Route Management	WM takes exception.	WM requests deletion of this section.
Section IV(B)(5) Collection Route Management	WM takes exception to replacing cart within 48 hours.	WM requests update from 'forty-eight (48) hours' to 'five (5) days'.
Section IV(B)(8) Collection Route Management	WM takes exception to routes and collection days being established by Township	WM requests deletion of this section.
Section (D)(3) Complaint Procedures	WM takes exception to stated time parameters.	WM requests deletion this section and replacement with 'For service Complaints received by Contractor, Contractor shall return to the impacted location and collect the properly prepared Contractor Waste by the end of the following Business Day.'
Section V(C)(1) Change in Services	WM takes exception to unilateral nature of provision.	WM requests deletion and recommends replacement with 'Either party shall be able to initiate and change the scope of the Contract services.'
Section V(C)(2) Change in Services	WM takes exception to "sole discretion of Township'.	WM requests deletion of the last sentence in this section.
Section VI(E) Recyclables Revenue SHaring	WM takes exception to Recyclable Revenue Sharing.	WM requests replacement with the following language: "WM doesn't currently have a revenue sharing agreement with our third-party recyclables processor, GFL. If awarded this work, WM plans to redirect recyclable materials from the GFL Recycle Center to our newly constructed WM Detroit MRF, which we anticipate opening in 2024. WM will be pleased to negotiate a revenue sharing formula at that time."
Section D(B)(1) Suitable Recyclables Container	WM requests the additional language around recycling set out.	WM requests addition of 'Single Stream Recycling Specifications', which are included at the end of this Exceptions list.



Term/Condition	Exception	Proposed Language
Section D(B)(2) Recyclable Revenue Sharing	WM takes exception to Recyclable Revenue Sharing.	WM requests replacement with the following language: "WM doesn't currently have a revenue sharing agreement with our third-party recyclables processor, GFL. If awarded this work, WM plans to redirect recyclable materials from the GFL Recycle Center to our newly constructed WM Detroit MRF, which we anticipate opening in 2024. WM will be pleased to negotiate a revenue sharing formula at that time."
Section D(D)(3) Township On- Call Services	WM takes exception to time parameters.	WM requests change from 'completed by Contractor within 48 hours' to 'defined action plan within 48 hours.'
Section E(1) Carts	WM takes exception to the Township approving the color of the carts, printing/labeling.	WM will provide WM-branded carts.
Section E(2) Carts	WM takes exception to providing online database.	WM requests deletion of the second sentence.
Section E(3) Carts	WM takes exception to current wording.	WM requests update on the first line after the word 'inspection' to reflect insertion of 'and condition'.
Section E(5) Carts	WM takes exception to cart warranty being no less than twelve (12) years.	WM's cart provider, Cascade, warrants their carts for 10 years. WM will repair or replace carts damaged through normal wear and tear throughout the length of any agreement with Van Buren Charter Township regardless of age of the cart.
Section E(6) Carts	WM takes exception to providing all new carts.	WM takes exception to all carts being new. On the first line, delete the word 'new'. WM will have enough carts, reasonably fit for their intended purpose.
Section (E)(7) Cart Maintenance	WM takes exception with time parameters.	WM requests update of parameters from 'within 48 hours of request' to 'within five business days of request'.
Section E(8) Carts	WM takes exception to an asset tracking and software database	WM requests deletion of this section in its entirety.
Additional Provision	WM requests to add recycling specifications.	WM requests addition of the attached Single Stream Recycling and Delivery Specifications.
Additional Provision	WM requests to add an extraordinary rate adjustment provision.	WM requests addition of the attached extraordinary rate adjustment provision.



SINGLE STREAM SPECIFICATIONS

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

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops	Mail
only	
HDPE plastic bottles with the symbol #2 (milk,	Uncoated paperboard (ex. cereal boxes; food and
water bottles detergent, and shampoo bottles,	snack boxes)
etc.)	
PP plastic bottles and tubs with symbol # 5 -	Uncoated printing, writing and office paper
empty	
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown,	Magazines, glossy inserts and pamphlets
clear, or green	

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if	Microwavable trays
containing Recyclables)	
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and	Plastics not listed above including but not limited to
pizza boxes	those with symbols #3*, #4*, #6*, #7* and
	unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-	Needles, syringes, IV bags or other medical
laminated materials	supplies
Food waste and liquids, containers containing	Textiles, cloth, or any fabric (bedding, pillows,
such items	sheets, etc.)
Excluded Materials or containers which contained	Napkins, paper towels, tissue, paper plates, and
Excluded Materials	paper cups
Any paper Recyclable materials or pieces of	Propane tanks, batteries
paper Recyclables less than 4" in size in any	
dimension	
Cartons*	Aseptic Containers*

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of the Township may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, 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 materials that are deleterious or capable of causing material damage to any part of



Contractor's property, its personnel or the public or materially impair the strength or the durability of Contractor's structures or equipment.

Contractor may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and the Township shall pay Contractor for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Contractor's operating or profit margin ("Cost"). Without limiting the foregoing, and the Township shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Contractor reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at the Township's Cost.

* Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by Contractor.

Extraordinary Rate Adjustments

Waste Management of Michigan, Inc. (WM) is proud of the work our front-line collection, recycling, and disposal crews perform every day in the face of the continuing impacts of the COVID-19 pandemic and the unprecedented federal and state emergency declarations, which have changed the way many of us do business and interact with our communities.

Unanticipated events that negatively impact our operations and increase our costs, such as the pandemic, are beyond our control and impossible to predict, but unfortunately not uncommon and come in different forms. For instance, changes in laws or environmental regulations, increasing fuel prices, increasing recyclables processing costs and decreasing commodity values, and material changes from a force majeure event such as the pandemic, a natural disaster, or a labor disturbance are all examples of events that are unpredictable but can have a significant effect on the costs of doing business.

Therefore, WM respectfully requests the following language be included in our agreement:

The Contractor's service rates set by this Contract are calculated to pay certain expenses and costs that

Unforeseen events in the waste industry can have a significant effect on our operations and the cost of conducting environmental services in communities, including:

- Increased costs arising from COVID-19 pandemic, with increased residential volumes and decreases in the number of commercial accounts
- Increased recyclables processing costs and decreased commodity values arising from the actions of foreign countries (e.g., China's National Sword)
- Changes in fuel costs
- Changes in laws or regulations that require new programs

are of a contingent and uncertain nature. Therefore, in addition to the annual adjustment, the Contractor's rates under this Contract shall, upon written request of Contractor, be further



adjusted on an interim basis for increased expenses or reduced revenue associated with performance of the services hereunder due to any one or more of the following causes:

- (A) Material changes resulting from a force majeure event, including but not limited to riots, wars, sabotage, civil disturbances, insurrections, strikes or other labor disturbances, explosion, natural disasters such as hurricanes, floods, earthquakes, landslides, and fires, pandemics or threat of pandemics;
- (B) Fees or taxes imposed specifically on Contractor's services by any governmental agency having jurisdiction;
- (C) Any change in operations mandated by Township;
- (D) Any change in foreign, federal, state or local laws or regulations;
- (E) Any extraordinary increase in costs or decreases in revenues for disposal, processing or marketing of Solid Waste, Recyclable Materials, Green/Yard Waste, or Organic Waste;
- (F) An extraordinary increase in the cost of fuel used by Collection Vehicles;
- (G) Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination;
- (H) Changes in subcontractor costs; or
- (F) Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests an adjustment due to the extraordinary circumstances set forth above, Contractor shall prepare a rate adjustment request setting forth its calculation of the increased costs or reduced revenue and accompanying rate adjustment necessary to offset such increased costs or reduced revenue. The Township may request any and all documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the Township shall take reasonable steps, consistent with state law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The Township shall act within ninety (90) days of receipt of the request from Contractor and shall approve the request if reasonably sufficient supporting information is provided.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges changes in law, of changes in the scope of service, the Township shall approve the interim rate adjustment, and provide its approval within such time period as necessary to ensure that such charges are passed on to customers by the date the same are effective.



Submittal Checklist

J. CHECKLIST OF INFORMATION REQUIRED BY ANY ENTITY SUBMITTING AN RFP RESPONSE

1.	. Most recent financial statement or executed letter from a certified public accountant that the responding entity has the financial ability to perform the contract services for the term of the contract proposed.			
	☑ Submitted ☐ Not Submitted			
2.	A description of the Responder's experience and know how in performing the Contract services as outlined in the Model Contract Terms and Conditions.			
	☑ Submitted ☐ Not Submitted			
3.	Names, emails and contact information for five (5) municipal accounts within similar services are currently conducted by the Responder under a contract or contract extension.			
	☑ Submitted ☐ Not Submitted			
4.	A Bid Bond.			
	☑ Submitted ☐ Not Submitted			
5.	 A listing of Model Contract language exceptions with proposed substitute language. 			
	☑ Submitted ☐ Not Submitted			
6.	A Recyclables Revenue Sharing Formula. WM doesn't currently have a revenue sharing agreement with our processor. If			
	awarded this work, WM plans to haul the Submitted Not Submitted - recyclables to our newly constructed WM Detroit MRF, which we anticipate opening in			
7.	Proposed pricing for ten (10) consecutive years. 2024. WM will be pleased to negotiate a revenue share formula at that time.			
	☑ Submitted ☐ Not Submitted			
8.	 The identification and location of a proposed MRF to manage collected recyclables. 			
	☑ Submitted ☐ Not Submitted			





10 | CONCLUSION

Waste Management of Michigan, Inc. (WM) is your longtime environmental solutions partner. We have provided waste and recycling management services to Van Buren Charter Township for over 30 years. You are familiar with our company, our team, and our professional approach over the long term, and we are excited about the opportunity to continue to work with you in managing your waste and recycling needs.

We believe this to be a significant contract for both WM and Van Buren Charter Township. As your long-term partner, we are strongly invested in your Township and want to be your waste solutions provider of the future. We understand your priorities, the way you work, and what makes your Township such a great place to live, work, and play. This makes us uniquely qualified to provide tailored services to meet your operational needs and the ever-evolving expectations.

We are committed to strengthening our current relationship by continuing to provide high-quality, reliable service for the entire term of the Agreement. We have already shown ourselves to be a dependable partner in our current agreement. We have the resources to make needed adjustments, when necessary, to facilitate continued satisfaction for your residents. WM intends to continue to offer uninterrupted stability backed by innovation, value, and price.

Continuing a partnership with WM will provide your Township with uninterrupted, reliable service delivery for an essential and highly regulated operation. There will be no transition period where costly mistakes and problems are most likely to occur, as our team is intimately familiar with your operations and has developed a strong working partnership with your staff. Our best-in-class transfer stations, landfills, and recycling operations, along with our industry-leading safety and environmental practices, should give you the peace of mind that your waste is being managed in full compliance with all regulatory requirements and standards.

WM is dedicated to being the best environmental solutions partner for Van Buren Charter Township now and in the future.









Van Buren Charter Township
Request for Proposals
Curbside Cart Collection Services for
Residential Trash and Yard Waste
and

Curbside Cart Collection and Management Services for Residential Recyclables

March 6, 2023







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TAB 1 Cover Letter





March 6, 2023

Leon Wright, Clerk Charter Township of Van Buren 46425 Tyler Rd. Van Buren Twp., MI 48111

Re: Van Buren Township Request for Proposals, Curbside Cart Collection Services for Residential Trash and Yard Waste and Curbside Cart Collection and Management Services for Residential Recyclables

Mr. Wright,

Enclosed please find Priority's proposal in connection with Van Buren Township's Request for Proposals, Curbside Cart Collection Services for Residential Trash and Yard Waste and Curbside Cart Collection and Management Services for Residential Recyclables. In this proposal response, you will find the service details and plans for collection, educational program information, fleet details, reference letters, and much more. In addition to the submitted bid response, Priority is willing to discuss alternatives to your service to maximize the working relationship between the citizens and officials of the Van Buren Township and Priority.

Van Buren Township was created out of Huron Township on April 6, 1835. Since that time, Van Buren Township has seen significant growth and the view of the township has changed into what could be called a resort area. There is a beautiful 7-mile long lake where people can come swim, fish, and build homes on the beautiful lake shore. Van Buren Township is a thriving community that is always focused on moving the community forward. Van Buren Township is ready to partner with a collection service provider with the same core values.

Priority is a tech company transforming the waste industry. Like GM and Ford who have embraced moving to the next generation of technology, Priority has invested millions of dollars in creating a state-of-the-art PIT (Priority Integrated Technology) center. Our PIT center digitally connects the entire fleet, providing our operational personnel with a virtual co-pilot. This allows Priority to provide you with the personal service that we all became accustomed to in the 1950's with the technological edge of 2023.

Priority is also committed to implementing the best technology available for our vehicles. Our vehicles that will be servicing Van Buren Township are less than 5 years old. Each truck is equipped with a program called Third-Eye which involves up to six cameras that cover the front, rear, sides, cab, and hopper. We can watch live and pull recorded videos for safety, education, and quality purposes. Our team loves the cameras because we use the technology to support them. With the on-board telematics, we continuously monitor the driving habits of our employees to keep them and the residents safe.

Not only does Priority invest in technology and our equipment, but we also continually invest in our people. Priority provides our employees with comprehensive benefits for their on-the-job safety and long-term family health. Based upon a recent benchmark study, Priority provides the most comprehensive coverage at the most affordable cost in our industry.





What is the Priority difference?

We are your local waste company. We are part of the fabric of your community. We will never lose focus on the families' safety on the streets and will continuously work with township officials to exceed service expectations.

Our People. From the top of our organizational chart to our operational personnel, we are a group of Michigan residents who are passionate about the work we do. We learn, evolve, and improve

every day.

A relentless focus on service quality. When a mistake happens, we fix it immediately, learn from the situation, and put measures in place to avoid making the same mistake.

In choosing Priority as your next service provider, Van Buren Township will have a seat on our Community Advisory Board (CAB). The CAB was formed to bring members of our partner communities together for an opportunity to collaborate and establish best practices through focused and open discussions. Adding a representative from Van Buren Township to the CAB will be a great benefit for our current partner communities and the township itself.

In summary, Van Buren Township deserves a partner that will continuously invest in improving itself to exceed the expectations of the township officials and residents. Priority is that partner.

Sincerely,

Vincent Hoyumpa

Executive Vice President and Chief of Staff

Priority Waste LLC.





TAB 2 Introduction to Proposal

INTRODUCTION TO BID



VAN BUREN TOWNSHIP HAS A BIG OPPORTUNITY RIGHT NOW.

An opportunity to improve the service your residents get from their waste hauler.

A chance to work with an independently owned, innovative company.

A chance to do it better.

Thank you, from the entire team at Priority.







With Priority, your township and its residents will get better service than ever before.

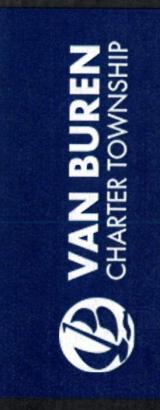
If we miss a stop, or if there's an issue of any sort, we'll fix it. Immediately.

We are an independently owned, technology obsessed collection services provider that looked at the industry and believed things could be done better. In this proposal, you'll learn about what makes us different, how we became the Midwest's fastest-growing collection services provider, and what makes us the right choice for Van Buren Township.





A PARTNERSHIP BUILT ON SHARED VALUES



Van Buren Township was created out of Huron Township on April 6, 1835. Since that time, Van Buren Township has seen significant growth and the view of the township has changed into what could be called a resort area. There is a beautiful 7-mile long lake that people can come swim, fish, and build homes on the beautiful lake shore. Van Buren Township is a thriving community that is always focused on moving the community forward. Van Buren Township is ready to partner with a collection service provider with the same core values.



Priority is bringing 2023 technology to the waste management industry while maintaining core service values of the 1950's. Neighboring communities are realizing the value of innovative technology. Priority boasts a service that is the most efficient, the most accountable, and the most interactive customer experience in the industry.

By partnering with Priority, Van Buren Township will be the next to experience how a technology driven waste company can enhance the township and its residents.





SERVICE MODEL AS A MICHIGAN OWNED AND OPERATED COMPANY. NATIONAL CAPABILITIES, BUT WITH A ONE-OF-A-KIND CUSTOMER

SERVICING WAYNE, OAKLAND, MACOMB, LAPEER, GENESEE, SAGINAW, LIVINGSTON AND WASHTENAW COUNTIES **ESTABLISHED REPUTATION** FOR RELIABILITY

RELENTLESS ATTITUDE TOWARD SUPERIOR CUSTOMER SERVICE ACCOUNTABILITY AND

300+ EMPLOYEES

COLLECTION AND TRANSFER COMPREHENSIVE SERVICES

ROUTES 150+

STRATEGICALLY LOCATED TRANSFER STATIONS FOR POST COLLECTION INFRASTRUCTURE (OPERATES IN DISPOSAL NEUTRAL **ENVIRONMENTS**)



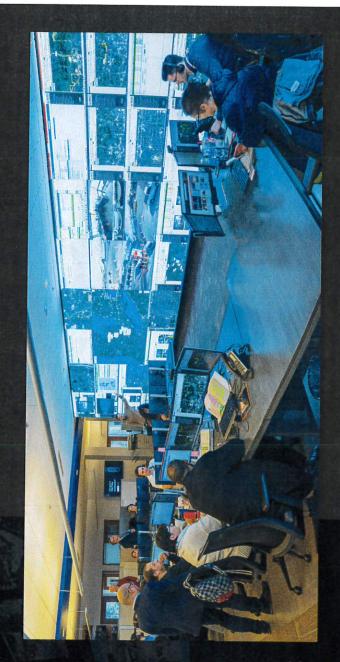


PRIORITY INTEGRATED TECHNOLOGIES

Our Logistic Driver Coordinators (LDC) are professionals managing the daily service for our key stakeholders—our partner communities and our drivers

Next-Gen advanced routing software

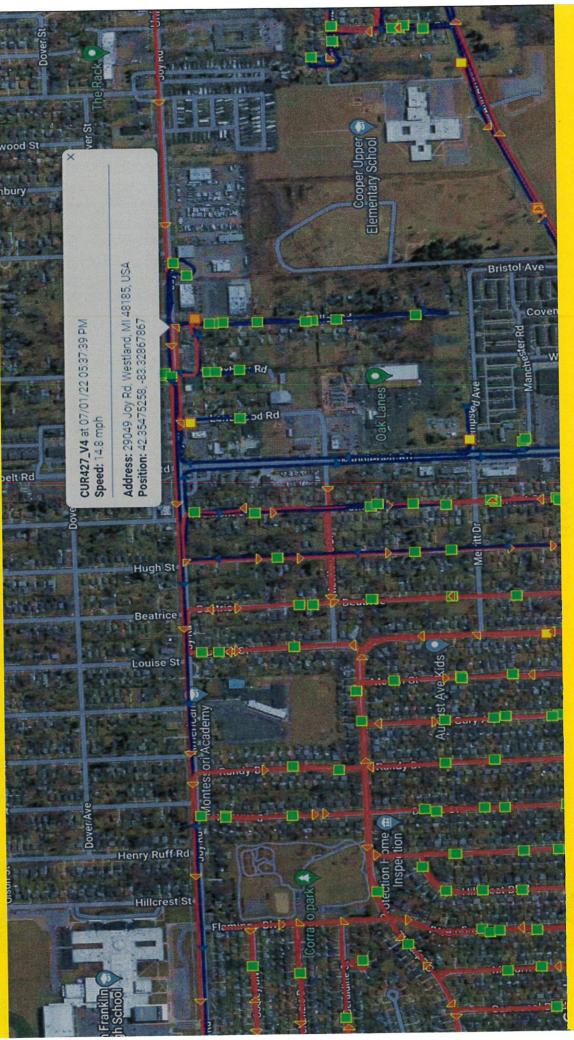
Real time route monitoring for all Priority services lines Integrated with our Customer Experience team for driver communication, prompt service and continuous improvement







REAL TIME ROUTE MONITORING AND DIAGNOSTICS







PRIORITY MULTI-CAMERA SYSTEM ON ALL TRUCKS



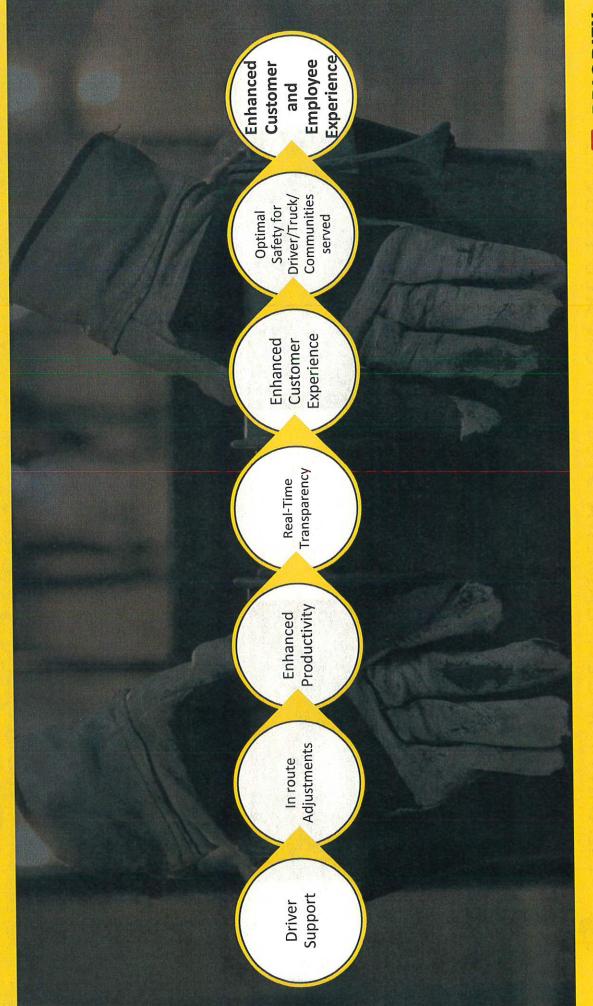








THE PRIORITY PIT CREW - VALUE ADD

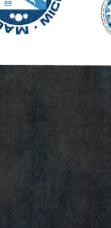
















PARTNERING WITH



FINEST COMMUNITIES

MICHIGAN'S

SEVERAL OF

















TUSCOLA TOWNSHIP



















BRIGHTENING YOUR COMMUNITY

- Modern Fleet of over 200 Vehicles
- Format Tablet for Enhanced Driver Experience All Vehicles have a Camera System and Large and Communication
- Fleet of Ten Utility Trucks for Mobile Repairs and Maintenance
- Trucks are Each Stickered with Unique Quips and Sayings
- 90% of Fleet 2019 Model Year or Newer











Todd Stamper – Chief Executive Officer

Todd is a high energy, successful entrepreneur with a proven record of creating high performing teams and companies. He started as a rough carpenter, which instilled a relentless work ethic and developed magnetic leadership skills. Priority has given Todd great personal satisfaction due to the positive impact the services have on all communities and businesses served across Michigan. Todd is also a future first ballot hall of fame Hockey Dad.



Vincent Hoyumpa – Chief of Staff and General Counsel

Vince is a jack-of-all-trades. From his beginning as a life insurance agent, through building both a successful law practice and real estate brokerage, Vince helped to build Priority into the company it is today. As an accomplished litigator and negotiator, Vince has developed an attention to detail that pushes the entire Priority team to continue to improve and find the best value for its customers. In Vince's spare time he enjoys playing video games with his four kids and watching Star Wars.



James Clements – Chief Financial Officer

James is our proud numbers guy with over 25 years of CFO experience. James didn't grow up in Michigan, and as such, he is adapting to driving in the snow. As a graduate of the University of Georgia, he received the Gold Medal from the Georgia Society of CPAs for having the highest score on the CPA exam — a fact he claims is greater than his Bulldogs winning the football championship.







Michael French – Chief Development Officer

Michael has a diverse 30 years' experience in finance, M&A, sales and business consulting across multiple industries. He is a proven business leader and thrives on bringing organizations to their best through effective communication, financial process acumen and driving a positive culture. In his spare time, you can find "Frenchie" tirelessly attempting to learn how to play just one song on his guitar or enjoying a Rolling Stones



Andrea Kruse – Vice President of Sales

Andrea was born and raised in the waste industry. With over 30 years of experience, starting from customer service and dispatching trucks, through national sales management, Andrea brings a wealth of knowledge to the Priority team. When Andrea isn't maintaining a high level of customer service for our customers, she is busy raising five boys and helping her husband run the family farm.



William Holloway – Vice President of Operations

Billy served in the U.S. Navy from 1992 through 2000. Upon his return, he made a conscious decision to remain in service industries. His leadership-by-example mentality and going above and beyond the call of duty is what drives his efforts every day. Billy is instrumental in rolling out new municipal services and delivering greatness to our clients. When not at work, he loves spending time with his grandkids and training for the Senior PGA Tour.



RELENTLESS FOCUS ON CUSTOMER EXPERIENCE

WILLIAM

PRIORITY WASTE TOOK OVER GARBAGE
COLLECTION IN GROSSE ILE. I CALLED THEM
WITH A SPECIAL ONE-TIME ISSUE THAT I WAS
UNSURE HOW TO RESOLVE. WITHIN 3 DAYS,
THEY HAD MY ISSUE TAKEN CARE OF.
AMAZING HOW A GOOD CUSTOMER SERVICE
EXPERIENCE CAN AFFECT YOUR IMAGE OF AN
ENTIRE COMPANY. THANKS TO ALL INVOLVED!

ONA

I JUST WANTED TO GIVE THE CREW AT PRIORITY WASTE A BIG THANK YOU FOR TAKING THE INITIATIVE AND COMING UP TO OUR DOOR TO ASK IF THE TRASH BEHIND THE HOUSE NEEDS TO BE MOVED. YOUR EMPLOYEES GO ABOVE AND BEYOND AND I AM VERY THANKFUL AND PLEASED WITH THE WORK THAT YOU GUYS DO!

KRINC

I WANT TO SEND A SPECIAL THANK YOU TO YOUR GUYS WHO PICK UP ON OUR STREET (WALPOLE AND MURDICKS, NEW BALTIMORE)!
YOU HAVE SOME POLITE AND GREAT WORKERS! PLEASE LET THEM KNOW MY HUSBAND AND I TRULY APPRECIATE THE GREAT JOB THEY DO FOR US!!

WAS PICKED UP BY THE RESIDENTIAL ROUTE SUPERVISOR AND CREW WITHIN A HALF HOUR OF MY CALL. THANK YOU VERY MUCH FOR YOUR VERY QUICK RESOLUTION OF MY ISSUE, THEY EVEN LEFT WE WITH SOME YARD WASTE STICKERS SO THEY WOULD BE MORE EASILY NOTICEABLE IN THE FUTURE, HONESTLY THANKS SO MUCH.

MY YARD WASTE WAS NOT PICKED UP TODAY, SO I CALLED CUSTOMER SERVICE AND THE YARD WASTE

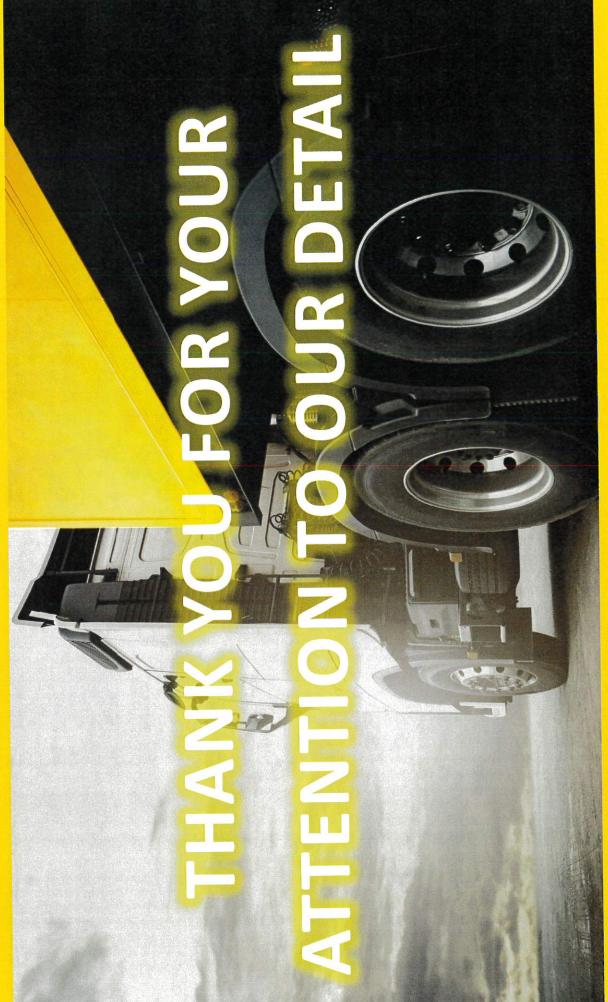
DAVE K.

CHELSEA A.

SO IMPRESSED! THEY WERE POLITE,
PROFESSIONAL, RESPECTFUL OF OUR
PROPERTY, AND WENT ABOVE AND
BEYOND THEIR JOB. 5 STAR REVIEW
FROM MY STREET!













TAB 3 Collection Services Proposal





Collection Services Proposal – Summary Description

Priority is responding to the Van Buren Township's Request for Proposals for Curbside Cart Collection Services for Residential Trash and Yard Waste and Curbside Cart Collection and Management Services for Residential Recyclables certifying we can uphold the service requirements listed in the document. Currently, Priority provides collection services for twenty-four (24) municipalities in Michigan. In addition to the twenty-four (24) municipalities, we also service Macomb County and Oakland County for their commercial service at the municipal buildings, Oakland University for their recycling program, Warren Consolidated Schools, Lakeview Public Schools, and L'Anse Cruese Public Schools for their commercial refuse and recycling services. We are excited to have the opportunity to service the wonderful Van Buren Township community.

Priority was incorporated in February of 2018 knowing there was a significant issue with how the waste industry was being operated in metro Detroit. Our local communities and businesses were forced to choose between large corporations who chose profit over service or small local companies that did not have the financial stability to follow through on their service promise. We started as a team of 10 employees and 4 roll off trucks and worked hard to grow our customer base through superior service. Fast forward 5 years to today and we have a fleet of 200+ vehicles, 300+ employees, and over 140,000 homes serviced every week. We are a company that always goes the extra mile for our local communities and customers.



Priority Curotto-Can Truck ready for action! Picture taken in front of our Corporate Offices in Clinton Township, MIchigan





Priority has a dedicated team that leads Priority's municipal efforts once a contract is awarded. Priority owns several brand-new trucks ready and available to service the township. Within one week of the award or immediately upon approval from the Board of Trustees to begin transition activities (if more than seven days from award), Priority will commence its "Route and Scout" operational research within the township.

"Route and Scout" is Priority's all-hands-on-deck approach to contracts ensuring every member of operations becomes familiar with the needs of the community and knows what is expected for this project. This includes input from our Vice President of Operations to the residential managers, logistic driver coordinators (LDC's), drivers, loaders, and our municipal relations staff who will be involved servicing the contract.

The Priority transition team is very familiar with the township's specific service needs. That information together with satellite imagery and maps obtained from the ArcGIS and our proprietary routing software, helps the team develop comprehensive routes for the community that are safe and efficient. All addresses and service information will be uploaded into Priority's state-of-the-art computer system for customer service and operational excellence.

Based upon the meetings with township officials, Priority will refine our playbook that addresses the community's needs. Once the playbook is finalized, Priority's LDC's will be equipped to handle any situation that may come into our PIT center before, during, and after the transition. Our sales and marketing team will also work in conjunction with the township to add the necessary information for residents new to our website, www.PriorityWaste.com, to answer customer questions before they arise.



Priority Waste team at the Saginaw County Contract Launch, January 1, 2023



MSW collection will be provided weekly with a Curotto-can style vehicle. This allows the capability to use an automated arm to lift heavy bulk items placed out for collection in a safe manner. The arms are compatible with any container type to cause no damage during service and return the container to the same position it was in post collection. We will collect the materials listed in the RFP document as required and take them to Woodland Meadows RDF – Van Buren.

Recycle collection will be provided weekly with a Curotto-can style vehicle. We will be able to service the 65-gallon carts currently in service with this vehicle. The arms will service the carts and return them to the same position and place they were in prior to collection. The 18-gallon bins will be manually emptied into the Curotto-can in the front of the vehicle and placed back by the driver. We will pick up the materials listed in the RFP as required and as the Material Recovery Facility will allow (which may change and will be communicated).



A Curotto-Can truck at our J Fons Transfer Station

Yard Waste collection will be provided weekly, from April 1st until the second full week of December. The service will be completed by a two-person crew and a rear load truck. The requirements listed in the RFP document for acceptable material will be followed and delivered to Woodland Meadows RDF – Van Buren.



A new rear load truck from the City of Flint service launch October 2021





The vehicles and personnel that will be servicing Van Buren Township are located in our Romulus yard. Every morning each vehicle is inspected by the driver prior to leaving the yard. Once the pre-trip inspection is complete, every driver checks in with their Logistics Driver Coordinator (LDC) to discuss the day's responsibilities and any other service or safety related topics. The LDC is a personal assistant to the driver. This check in process is a face-to-face interaction via Microsoft Teams on their tablet. By communicating with an LDC in this way, our drivers start their day with a positive message with a focus on safety.

Their routes are loaded onto tablets that are mounted in the trucks. The tablet will lead the driver from the yard to their starting point, and from their last service address back to the yard. The route can be updated throughout the course of the day by an LDC when needed. Priority's routing software will guide the driver through Van Buren Township in the most efficient and safe manner. However, the knowledge gained by experience is not overlooked. In conjunction with the computer-generated routes, Priority optimizes the routes based on driver and customer feedback to design the best service experience available.

While our crews are in the field our LDC team supports and assists the drivers to confirm service quality and safety. As the driver's virtual assistant, Priority knows what every truck is doing at any given time. Our LDC's help Priority avoid service delays due to breakdowns or personnel issues. If there is an issue with a truck or the crew, the LDC will dispatch a repair vehicle or get in touch with the territory manager to resolve the problem. They also start analyzing service coverage from other vehicles to make sure all service is completed before the end of the day.

When the crew's route is completed, they check in with their LDC before departing the area. The LDC reviews any service-related topics that have come to their attention, and, if needed, routes the driver to other areas to finish sections that need additional support.

Upon arrival back to the Romulus yard, drivers fuel up their vehicles, write up any service notes on their DVIR form, perform a thorough post-trip inspection and prepare the truck for the next day's operation. We classify items noted on the DVIR as safety or non-safety issues. Safety issues will put a truck out of service until our technicians have reviewed, fixed, and authorized that the truck is safe to operate. Non-safety issues are non-essential items that do not affect the mechanical operation for service or the ability to safely operate the vehicle. Non-safety items are reviewed nightly by our technicians. If the non-safety item noted by the driver is determined to be a safety issue, the technician will schedule the repair before it goes back into service.





Priority has a thorough vehicle maintenance program to ensure safe operations for our personnel each day. Outlined below are the highlights of the procedures we have that maintain the promise of safe daily operations.

- Every 50 hours Curotto buckets and rear load hoppers get greased and inspected.
- Every 200 hours full inspection of entire truck, fuel water separator replacement, grease the entire truck, and schedule any issues found on the inspection for repairs.
- Every 600 hours same as the 200-hour service, plus replace all filters and engine oil.
- Every 2400 hours same as the 600-hour service, plus a transmission service that includes fluid and filters, and a hydraulic service that includes fluid and filters.
- Every 4800 hours same as the 2400-hour service, plus differential fluid replacement, DPF filter cleaning and inspection, valve adjustment, inspection of fuel injectors.
- Every 365 days Annual Federal Safety Inspection.



Priority technicians working under the hood of our truck



Some of Priority's team of technicians





Priority will not collect certain items, including but not limited to hazardous materials, waste not conforming to the guidelines set forth in the Van Buren Township RFP document, carbonated beverage containers, whole automobile tires and rims, hazardous liquids of any kind including gas and motor oil, yard waste mixed with solid waste, human waste, large automobile parts, stone, rock, dirt, steel, iron, large amounts of construction or demolition debris, or any other materials prohibited by State Statute.

Any item set out for collection, refuse, recycling, compost, or bulk, that is unacceptable will be tagged and noted as to why it cannot be collected. The "communication at the curb" tag will list why it is unacceptable and it includes our phone number for the resident to call and coordinate the proper disposal.

This curb communication tag is used when a resident improperly disposes of materials. It is a heavy-duty sticker that will go on the problem source to educate the resident on the issue.

If the resident has questions on how to proceed, we have our contact information listed. We enjoy speaking with the residents and educating them on proper disposal guidelines.

Dear Resident: The tagged r	VATE * OPERATE materials do not comply with e specific reason(s) are checked les for collection on your next
TRASH: Oversized container: 35 gallon max Yard waste mixed with trash Loose needles not accepted Human/animal waste not accepted Human/animal waste not accepted BULK ITEMS: Item pickup scheduled: DONOT remove from curb Limit 2 bulk items per week Car parts not accepted Glass not properly prepared Concrete/Construction debris improperly prepared Doors must be removed from item or strapped shut RECYCLING:	YARD WASTE: □ Oversized container: 35 gallon max □ No plastic bags allowed □ Branches too big: 2' diameter max □ Contents exceed 12" above yard waste can/bag BRUSH: □ Not bundled correctly □ Too big: max 3'x4" bundle □ Not brush: should be put out as yard waste MISCELLANEOUS: □ Container too heavy - 50 pound maximum on all cans and bags □ Paint not dry or acceptable □ No liquids allowed □ No evictions or move out items
Oversized Can: 45 gallon max Items not recyclable No plastic bags allowed Cardboard too large; cut to 3'x3' This collection program is provided by Priority Waste. Contact Priority Waste at (855)WASTE-6 with service related questions. Visit www.prioritywaste.com for program guidelines, news, and updates.	





On-going safety training occurs daily. We have daily morning briefings which focus on hot-topics and current events. Additionally, there are monthly safety meetings which go into great depth of larger safety concerns. We have a Director of Safety who has 25 years experience as a Fire Fighter and Paramedic, certified in NFPA inspector 1 and 2, and leads his team to reduce safety exposures before they occur. Our safety department covers topics such as:

- Injury and illness prevention through healthy living
- Back injury prevention
- Basic First Aid
- Proper Vehicle Maintenance
- Defensive Driving Techniques
- Safe Operating at Landfills and Transfer Stations
- Safe us of Vehicle Hydraulics
- Lock Out/Tag Out
- Professionalism and Customer Response Training

For example, should there ever be a hydraulic spill, we have a plan to address and clean up the area promptly. Once the spill is identified by the driver, they will place booms to isolate the spill from traveling into the waterways. The driver immediately notifies their LDC who will notify the "clean-up crew". The crew will be dispatched to do a proper clean up as fast as 30 minutes to a couple hours depending on the spill. Typically, we use oil absorbents to clean the area and extract the oil from the surface. Our Director of Safety will fill out a report on the spill and document any further activities necessary for future reference.



Pre-Trip Inspection Training held July 2022





Educational Programs

Residential Services

Priority will develop and coordinate delivery of a first-class service education program for Van Buren Township. Beginning with a series of meetings with township officials, Priority will design a tailored educational brochure which specifically addresses the unique needs of the township residents. We utilize these educational brochures in all our communities. There is an example of a brochure immediately following this document. This example is for visual reference only and they will be collaboratively designed with township officials for distribution to the residents.

In these educational pieces, Priority will provide details including but not limited to:

- Welcoming information about Priority
- Service Information for the Refuse, Large Items, Recyclables, and Yard Waste collections
 - o This will include a list of acceptable and non-acceptable material
 - o The maps of the service area defining the service days
 - o The "How To's" for placing containers at the curb properly
- Clear instructions on who to call regarding service or answer any questions.
 - This will include phone numbers and email addresses for the residents to contact township officials and/or Priority representatives
 - O Links to the Priority (www.PriorityWaste.com) website which provide answers to commonly asked questions
- A "Frequently Asked Questions" page which will be developed specifically for the residents' service

In addition to the brochures mailed to every township residence, Priority will also go beyond the standard expectations with these following programs:

- Updating the Priority Website with a Van Buren Township section. This section will
 include the educational brochure, ways for residents to contact us, and service updates as
 they occur
- Engaging through various Social Media Outlets. We will communicate through the Priority social media accounts to provide information directly to the community. We will work in conjunction with Van Buren Township to have the ability to share on their platforms as well
- We also offer to do a "Meet and Greet" educational video including township representatives of your choosing. An example of our educational video is on YouTube.com with the description of "DHTW Priority Waste 031222"
- Attendance by Priority Representatives at township events, including trustee meetings leading up to the launch of our first-class service





Recycling Services Education

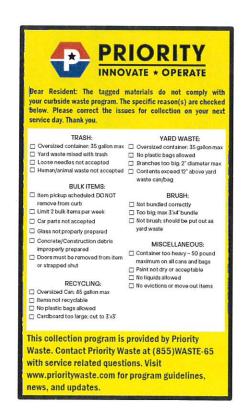
Priority knows that for a successful Van Buren Township recycling program there must be a focus on education, awareness, and communication.

Our world is facing severe environmental challenges. This will require individuals and institutions to reach new levels of pollution awareness and action. Recycling of waste is part of the solution as it can help conserve natural resources, reduce energy consumption, and reduce greenhouse gas emissions. Communities that recycle can also reduce long-term waste disposal costs, comply with governmental initiatives, and demonstrate positive environmental leadership.

Priority proposes to provide Van Buren Township with these benefits through our comprehensive, initiative-taking, and innovative **RAVE** (Responsibility, Action, Visibility, and Education) program. In addition to providing the community with one source for the recycling, composting, and disposal of non-hazardous solid wastes, our RAVE program includes:

- Actions to partner with schools and independent youth programs
- Development of an informative program to educate the next generation about recyclable materials and the recycling process. The children then bring home the information they learned creating motivation for the family to recycle more effectively
- Curb communication tags which our trained drivers and supervisors use to educate the resident whenever the homeowners' recyclables are out of compliance. A sample tag follows this document









Community Advisory Board

Priority provides residential services in Wayne, Macomb, Oakland, Lapeer, Saginaw, and Genesee Counties. Each community has unique service intricacies. Based upon our experience, there is limited peer-to-peer networking and best-practice sharing focused on solid waste management. Priority is uniquely positioned to create a forum to fill this void.

Priority has formed a "Community Advisory Board" (CAB) which enables communication to improve sustainable recycling and solid waste management strategies with our partner communities. CAB's mission will be to develop strategies aiming to exceed local and state goals and to minimize adverse effects on public health and the environment. CAB will be comprised of select leaders from these communities, Priority's leadership, and outside industry experts. The CAB brings members of our partner communities together to collaborate and provide interactive feedback for a sustainable impact in Michigan. It will be an honor to have Van Buren Township as a charter member of this board.

Community Advisory Board Meeting August 2022



City of Westland, City of Gibraltar, Township of Grosse Ile, City of Flint, City of Dearborn Heights, City of Hamtramck, City of Utica, and City of New Baltimore representatives present with Michigan Recycling Coalition Executive Director Kerrin O'Brien as the guest speaker.



Hello Van Buren Township!

On July 1st, 2023, you will see a friendly new face providing you with exceptional collection services. Headquartered in Michigan, Priority Waste was chosen to be your new residential waste, recycling and compost collection provider. You will soon learn that the Priority Waste difference includes smiling crew members, bright yellow new trucks, and a company focused on keeping Van Buren Township clean and safe!

Information on your collection day is inside this brochure and we recommend having your materials at the curb 7pm or later the night before service. Check out our website www.PriorityWaste.com for updates about your service, our company, and a digital copy



45000 River Ridge Dr., Suite 200 Clinton Twp. MI, 48038



Kevin McNamara 46425 Tyler Rd. Van Buren Twp., MI 48111

of this brochure.

PRIORITY IS EXCITED TO PARTNER WITH VAN BURENTOWNSHIP

RECYCLING COLLECTION ACCEPTABLE RECYCLING MATERIALS:

- ✓ Clean plastic bottles & Containers #1, 2, 4, 5, &7
- ✓ Clean food & beverage cans or cartons
- → Paper
- ✓ Clean flattened cardboard & paperboard
- ✓ Clear and colored glass bottles
- ✓ For more information on acceptable materials, go to www.PriorityWaste.com/cities-we-serve/ van-buren-township-mi/
- ✓ You can use any clearly marked container for recycling up to 95-gallons in size. If you need a recycling container, we sell them on our web-site at https://www.PriorityWaste.com/wasterecycle-bin-order-form/

COMPOST COLLECTION

- ✓ Acceptable Yard Waste: grass clippings, leaves, shrubs, and brush trimmings (under 2 inches in diameter, bundled and tied, no longer than 4 feet in length).
- ✓ Unacceptable Yard Waste: sod, pet waste, dead animals, dirt, rocks, root balls, oversized branches, plastics.
- ✓ Weekly collection starts the week of April 1st every year through the second full week of December.
- ✓ We will collect Christmas Trees from December 26 until January 31.
- ✓ All compost material must be placed in paper bags or clearly marked containers with a maximum capacity of 35 gallons and weighing less than 65 pounds.

SOLID WASTE COLLECTION

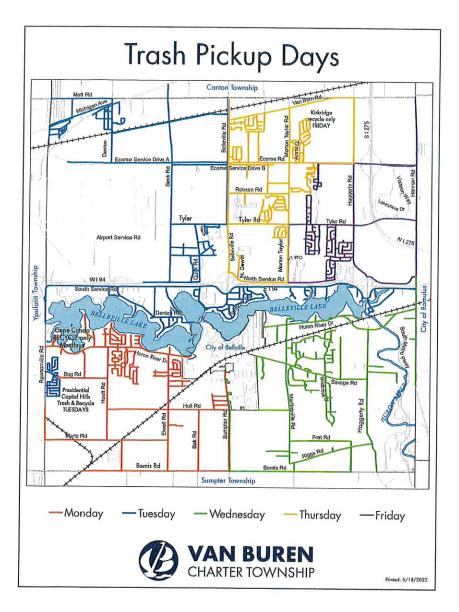
- ✓ Your service day will remain the same as the current schedule.
- ✓ We start collection at 6am until we are finished. The time you are serviced is subject to change week to week and we recommend placing your materials to the curb the night before your collection day.
- ✓ Priority will provide each household one (1) 95-gallon cart. Information is on our website www.PriorityWaste.com. All carts cannot exceed 65 pounds in weight
- ✓ Van Buren residents are allowed one (1) bulky waste/white goods item per week. Items included are furniture, refrigerators with freon removed, carpet or padding rolled, cut and tied into a four (4) foot section, bathtubs, sinks, and toilets. All doors on appliances must be removed for safety purposes. If you are not sure about an item, please call us at (855) WASTE-65, 855-927-8365.
- Excluded items are large amounts of building refuse, bricks, concrete blocks, and large quantities of furnishings and materials resulting from fire, basement flooding, or similar occurrences.





VAN BUREN SERVICE MAP





Priority will be providing service on the same Monday through Friday schedule for Van Buren Township. The map to the left shows where we will be each day.

Holiday's where service will be delayed one day are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

If the Holiday falls on a weekend, there is no service day change.



Charter Township of Van Buren

Provider of Waste, Recycling and Yard Waste Services!

Call Us: (586) 228-1200 or

Toll Free: (855) WASTE-65



Connect with Us: (f) (in)







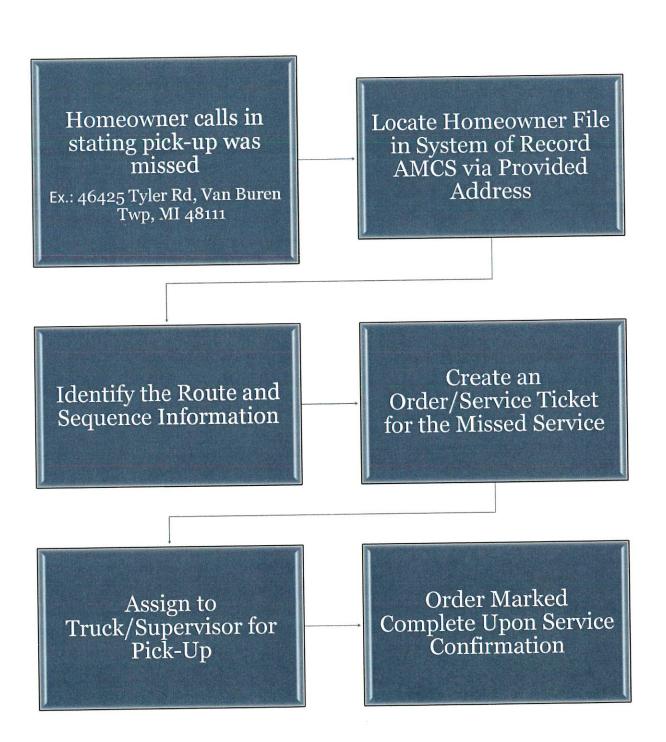




Customer Service Plan Van Buren Township

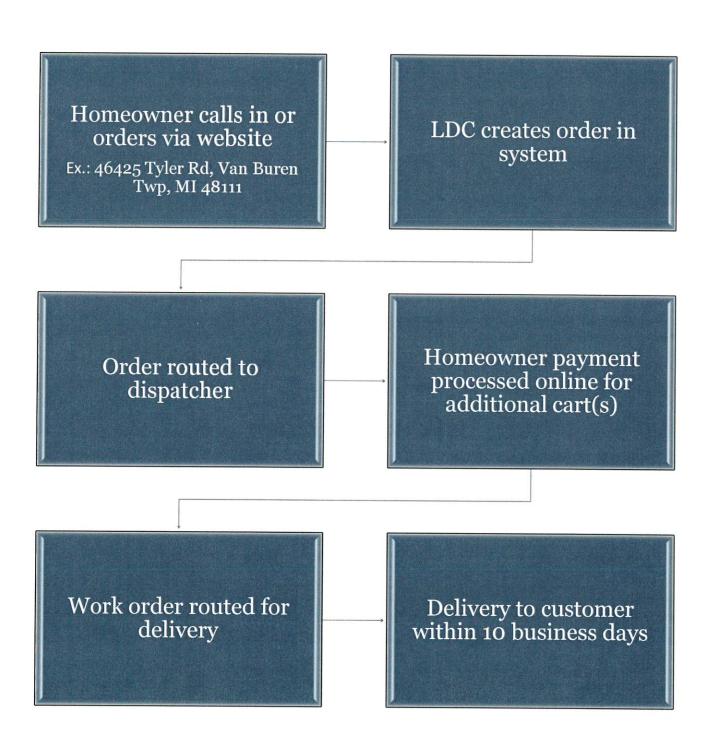


Homeowner Call-In: Workflow Process



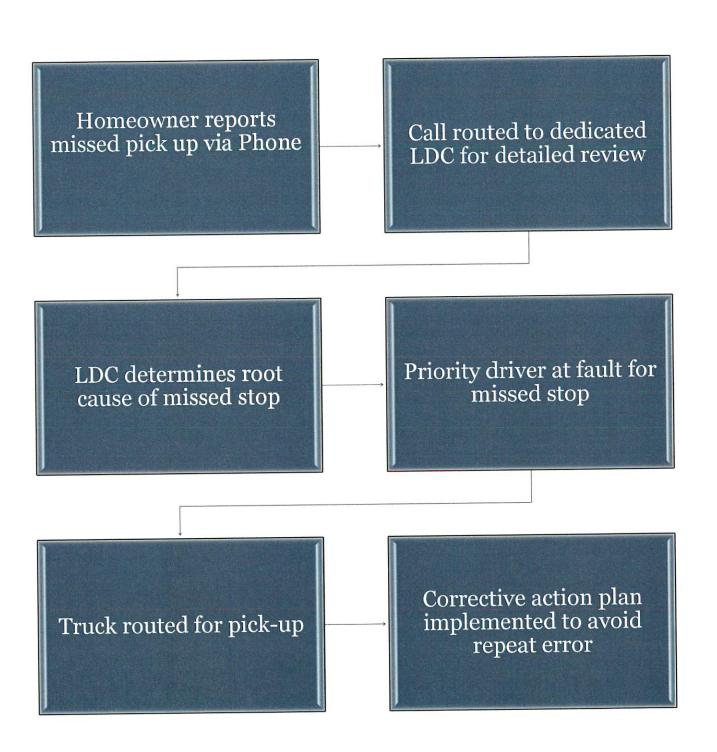


Homeowner Call-In: Additional Cart Order



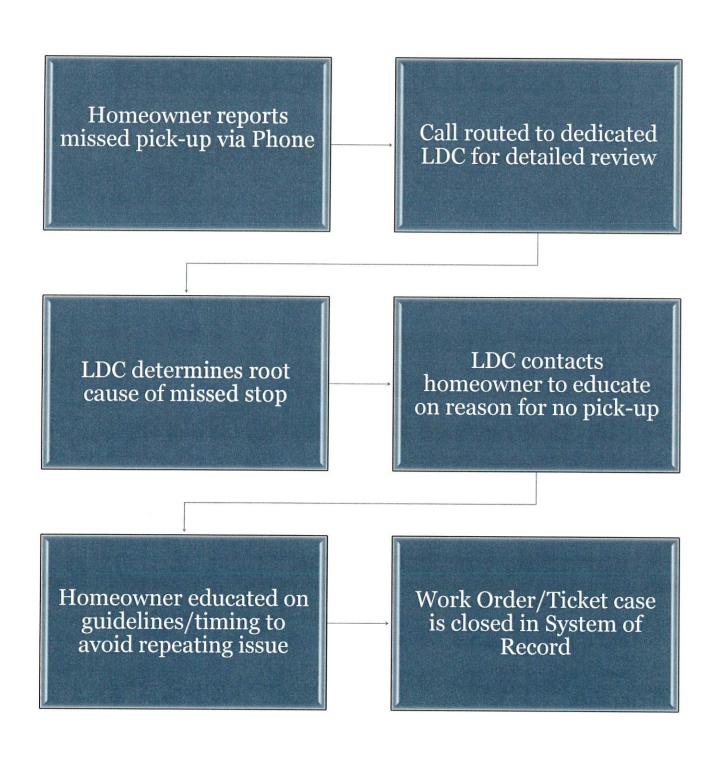


Homeowner Call-In: Missed Stop Driver Return





Homeowner Call-In: Missed Stop Customer At-Fault **Educate the Homeowner**





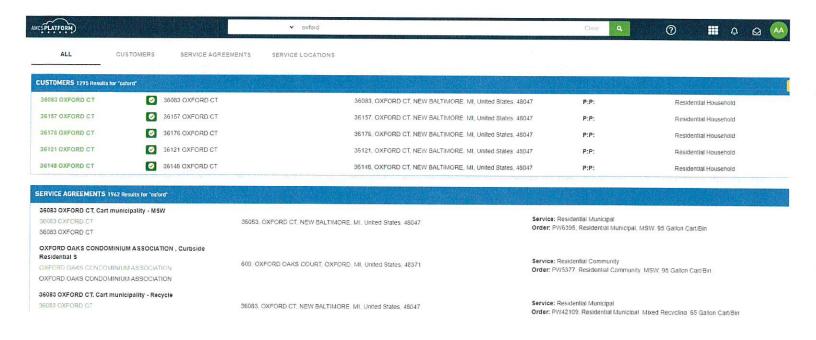
Homeowner Call-In: Frequent Cause of No Pick-Up Scenarios

Educate the Homeowner

- ➤ Bins Exceed Published Weight Limit
- ➤ Incorrect Collection Day
- ➤ Bin Positioned Incorrectly
- ➤ Collection Service Date Change/Holiday
- > Restricted Items
- ➤ Bins Placed Outside of Scheduled Time
- ➤Improperly Prepared Material

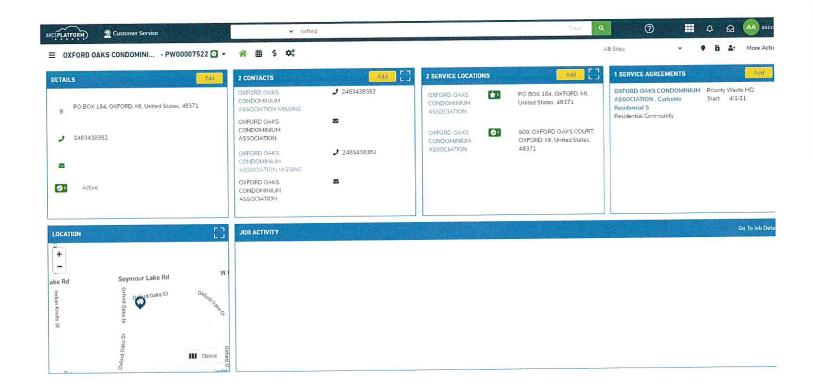


Customer Search



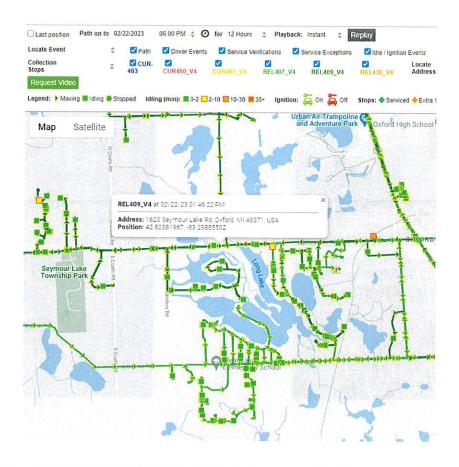


Customer Selection





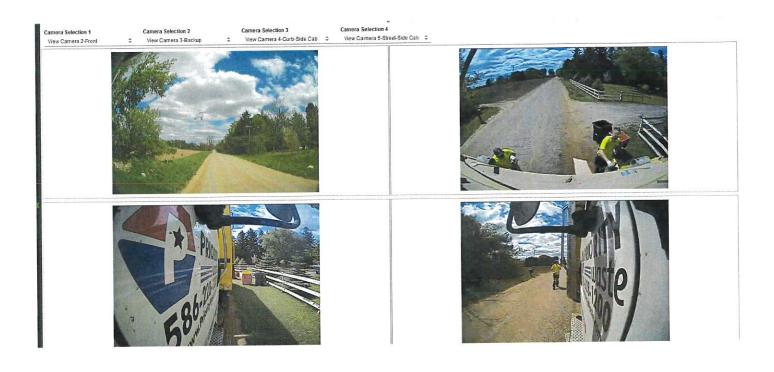
Actual Route Sequence 'Breadcrumbs'



- ➤ If there is a particular address which shows repeat service issues, a root cause analysis will be performed, and subsequent corrective actions implemented
- ➤ All routes are analyzed for efficiencies and quality purposes
- Time stamps in our proprietary system allow for video and efficiency analysis and review



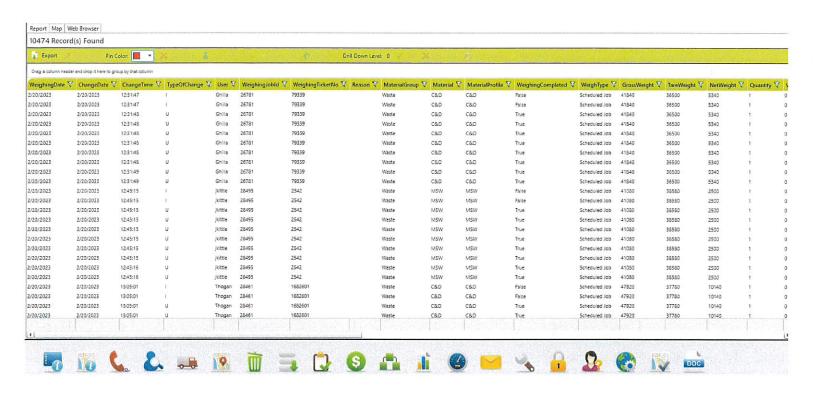
Additional Route Analysis Streaming Video



- ➤ All Priority vehicles are equipped with multiple cameras which display and record live video throughout the entirety of routes
- Dedicated LDCs monitor routes via streaming video and our route tracking GPS breadcrumb system for accuracy, timeliness and safety of both customers and employees



Waste Stream Reporting and Analysis



- ➤ All disposed Van Buren Township material will be electronically tracked regardless of delivery location—MRF, landfill or compost
- Onboard tablets capture information from disposal tickets
- All records and reporting available to Van Buren Township for record keeping and audit purposes







TAB 4 Municipal References



REFERENCES

City of Westland

Contact Name: Mike Londeau, Mayor

Ph: 734-467-3200

36300 Warren Rd., Westland, MI 48185

Date of Project: January 2021 – December 2030

Services: Carted Weekly Refuse, Carted Bi-Week Recycling, Weekly Compost services, Recycling Drop-

Off Center, Commercial dumpster service.

Township of Grosse Ile

Contact Name: Derek Thiel, Manager

Ph: 734-676-4422 x228

Address: 9601 Groh Rd, Grosse Ile, MI 48138 Date of the project: November 2019 to October 2024

Services: Weekly Refuse, Weekly Compost services, Recycling Drop-Off Center, Commercial dumpster

service

City of Gibraltar

Contact Name: Michael Landis, Administrator

Ph: 734-676-3900

29450 Munro Ave., Gibraltar, MI 48173 Date of Project: September 2021-August 2024

Services: Carted Weekly Refuse, Weekly Compost services, Recycling Drop-Off Center, Commercial

dumpster service.

City of New Baltimore

Contact Name: Tom Semaan, Mayor

Ph: 586-725-2151

Address: 36535 Green St, New Baltimore, MI 48047 Date of the Project: September 2019 to August 2024

Services: Weekly Refuse, Carted Bi-Weekly Recycling, Weekly Compost services, commercial dumpster

service.

City of Utica

Contact Name: Gus Calandrino, Mayor

Ph: 586-739-1600

Address: 7550 Auburn Rd., Utica, MI 48317 Date of Project: July 2020 – June 2023

Services: Carted Weekly Refuse, Carted Weekly Recycling, Weekly Compost services, Commercial

dumpster service.

City of Flint

Contact Name: Heather Griffin, Waste Service Coordinator

Ph: 810-766-7165 x2605

Address: 1101 Saginaw St., Flint, MI 48502

Date of the Project: October 2021 to September 2024

Services: Weekly Refuse, Weekly Recycling, Weekly Compost services, Recycling Drop-Off Center.

Commercial dumpster service.





REFERENCES (cont'd.)

City of Hamtramck

Contact Name: Bryan Horek, DPW Foreman

Ph: 313-800-5233

Address: 3401 Evaline, Hamtramck MI 48212 Date of the Project: June 2019 to July 2024

Services: Carted Weekly Refuse, Weekly Compost services, Recycling Drop-Off Center, Commercial

dumpster service.

City of Taylor

Contact Name: Tim Woolley, Mayor

Ph: 734-287-6550

Address: 23555 Goddard Rd., Taylor, MI 48180 Date of Project: October 2021 – June 2025

Services: Carted Weekly Refuse, Carted Weekly Recycling, Weekly Compost services, Commercial

dumpster service.

Village of Dryden

Contact Name: Holly Shroyer, Clerk

Ph: 810-796-2291

5602 Main St., Dryden, MI 48428

Date of Project: December 2020 - November 2023

Services: Weekly Refuse, Weekly Recycling, Commercial dumpster service.

City of Dearborn Heights

Contact Name: Bill Bazzi, Mayor

Ph: 313-791-3490

6045 Fenton, Dearborn Heights, MI 48127 Date of Project: March 2022 – March 2027

Services: Weekly Refuse, Weekly Recycling, Weekly Compost services, Commercial dumpster service.

Washington Township

Contact Name: Sebastian 'Sam' Previti, Supervisor

Ph: 586-786-0010 x26

57900 Van Dyke, Washington, MI 48094

Date of Project: October 2022 - September 2025

Services: Weekly Refuse, Weekly Recycling, Weekly Compost services, commercial dumpster service.

Mid Michigan Waste Authority (MMWA) – 11 Municipalities in Saginaw County

Contact Name: Katharine Tessin, Executive Director

Ph: 989-781-9555

2063 S. Miller Rd., Saginaw, MI 48609

Date of Project: January 2023 - December 2027

Services: Weekly Refuse, Weekly & Bi-Weekly Recycling, Weekly Compost services





REFERENCES (cont'd.)

Tuscola Township

Contact Name: Shelly Hicks, Clerk

Ph: 989-871-4507

8561 VanCleve Rd., Vassar, MI 48768

Date of Project: January 2023 – December 2027

Services: Carted Weekly Refuse, Carted Bi-Weekly Recycling, Seasonal Compost Services

Gilford Township

Contact Name: Jim Stockmeyer, Supervisor

Ph: 989-693-6394

6230 Gilford Rd., Fairgrove, MI 48733

Date of Project: January 2023 - December 2027

Services: Carted Weekly Refuse, Bi-Weekly Recycling

Denmark Township

Contact Name: Charles Heinlein, Supervisor

Ph: 989-868-9801

9386 W. Saginaw Rd., Richville, MI 48758 Date of Project: January 2023 – December 2027

Services: Weekly Refuse



Office of the Mayor

Michael P. Londeau - Mayor

36300 Warren Rd • Westland, Michigan 48185 (734) 467-3200 • Fax (734) 422-1230 • mayor@cityofwestland.com

February 14, 2023

To Whom It May Concern:

I would like to share my recommendation for Priority Waste. The City of Westland is a community comprised of over 85,000 residents with approximately 31,000 homes. The decision to select a new service provider was difficult. An additional complexity was that the City of Westland owned the waste vehicles that serviced our community. After careful consideration, we determined that the fleet was in serious need of updating and our best option was to get out of the trucking business. The bid process resulted in Priority Waste providing competitive proposals with various options.

In November 2020, the City of Westland awarded Priority Waste the municipal and residential service contract for waste, recycling and compost. During the bidding process, Priority Waste was shown to be our best option relating to cost and service. We also found that they had a high level of enthusiasm throughout their organization. Priority impressed us with presentation, and in short, they answered all of our concerns.

Priority Waste has managed to stay current in all routes on a daily basis. Priority Waste has assisted with customer concerns and readily provides positive customer service for our residents. We are happy with the current service that Priority is providing for our residents. If you have any questions, please feel free to contact me at 734-467-3200.

Sincerely,

Michael P. Londeau

Mayor





Mayor's Office

February 28, 2023

To Whom It May Concern:

The City of Dearborn Heights is a community comprised of over 63,000 residents with approximately 23,000 homes. Dearborn Heights awarded Priority Waste through the competitive Bid process its municipal refuse collection, Priority Waste began the collection in Dearborn Heights on March 20, 2022.

During the bidding process, Priority Waste was shown to be our best option relating to cost and service. We also found that they had a high level of enthusiasm throughout their organization. Priority impressed us with the presentation, and in short, they answered all of our concerns.

Over the last year, Priority's management team has proven to be accessible to me and our team in Dearborn Heights, additionally, they have been very receptive when presented with questions or recommendations.

I value our relationship with Priority Waste and am happy with the current service that Priority is providing for our residents. Should you have any questions, please feel free to contact me.

Sincerely,

Bill Bazzi

Mayor, City of Dearborn Heights



Township of Grosse Ile

9601 GROH ROAD P.O. BOX 300 GROSSE ILE, MICHIGAN 48138 GENERAL OFFICES (734) 676-4422 FAX (734) 676-7433 WEB SITE: www.grosseile.com

2-17-2023

To Whom It May Concern:

Grosse Ile Township has been served by Priority Waste since the fall of 2019. Priority was selected from a bid response which included four vendors, GFL Environmental, Waste Management, and Stevens Waste. Being a new provider (at the time) of municipal service, the Township of Grosse Ile performed a tremendous amount of research into Priority's existing operations, facilities, finances, and organizational structure. Confidence in their ability to service the residents of Grosse Ile was extremely important to our elected and appointed officials.

Since the start of their contract, Priority Waste has been a reliable partner in providing service to the residents of Grosse Ile. Priority Waste services over 4000 residences in our Township and over 11,000 customers. With this number of customers, there undoubtably are going to be service provision issues that arise especially with the nature of residential waste collection. These issues often can be compounded by labor force shortages, rising resident expectations, or supply chain issues all waste hauling vendors are faced with. With issues that inevitably arise, it is the response of the vendor to the issue that is most important. Priority has excelled in this area and are one of the best in customer service and responsiveness to resident issues that I have experienced in my career. They consistently go beyond what is expected of them and are eager to please.

In addition to responsiveness, one very surprising trait Priority has shown is their understanding of how difficult my job is. I often hear them ask, "how can we make your job easier," or "what resolution would the Township like to see on an issue." This awareness, understanding, and willingness to make our jobs easier is refreshing and welcomed.

For all of these reasons I am pleased to recommend Priority Waste to my fellow public servants and neighboring communities. They truly are a valuable partner in providing services to the residents of Grosse Ile.

Should you have any questions regarding any of the above statements, please do not hesitate to contact

me.

Sincerely,

Derck M. Thiel, M.P.A.

Township Manager/DPS Director

Grosse Ile Township

To Whom it May Concern:

The City of Gibraltar has been working with Priority Waste since September of 2021. They are a professional and responsive service provider that continue to be approachable and prompt. The managerial staff and route managers do a great job communication their needs to our residents and staff alike.

While transferring providers, Priority put together informational pamphlets unique to our town and mailed them to residents. Additionally, their information and technologies department developed a webpage dedicated to our community. This is a great resource for our residents as they can report problems and learn about our waste collection requirements.

We have been happy with the communication that Priority Waste has provided us. They are responsive to inquiries and work with us when we need assistance.

Priority has continued to reach out to the city about participating in community events and festivities. They participated in our annual Christmas Parade by bringing a decorated Priority Waste truck. This was a great way to build a personal relationship with our citizens These unique and personal connections are an added benefit that is not reflected by all service providers.

Priority has worked with the city, getting into a routine with weekly refuse and recycling pickup. They have a hotline for residents to call in the event there are missed pickups, which takes a workload off city staff.

Overall, the city has been satisfied with their commitment to keeping our city serviced. Moreover, when required, Priority has quickly remedied any concerns that arise. We recommend Priority Waste for waste hauling services.

Michael R. Landis M.P.A.

City Administrator

City of Gibraltar Michigan

mlandis@cityofgibraltar.net

734-676-3900 x228



CITY OF NEW BALTIMORE

36535 GREEN STREET • NEW BALTIMORE, MI 48047 • (586) 725-2151 • FAX (586) 725-6927

March 28, 2022

To Whom It May Concern,

The City of New Baltimore contracted with Priority Waste for rubbish and recycling services in September 2019. The transition to Priority was a learning curve for the first few weeks, do to getting to learn and know our City, coupled with the fact that the City had a different rubbish company for 20 years plus before Priority because our new waste hauler.

Priority had done an outstanding job learning our City within a few weeks. They have done an excellent job servicing our community. Priority takes the time to stop and clean up any spilled trash. Their staff is very caring with the resident's containers. They take the time to place the containers back on the resident's property and not in the roadway.

Very few complaints are received from the residents and those that are called in to City Hall, are taken care of almost immediately by Priority on rubbish day. Priority also picks up our recycling through the City on a every other week schedule. This program has been with the City for well over twenty years and our residents are very serious about their recycling program. Priority is very careful to make sure that all recycling is picked up each week.

I have no hesitation in recommending Todd Stamper, his staff, along with Priority Waste to other communities. I am very pleased to provide you with this letter of recommendation on behalf of the City of New Baltimore.

Sincerely,

City Clerk



7550 Auburn Road, Utica, Michigan 48317-5279 (586) 739-1600 • Fax: (586) 739-2867 cityofutica.org

February 9, 2023

To Whom It May Concern,

In June of 2020, the City of Utica awarded Priority Waste the contract for city-wide, residential waste removal.

I believe Priority Waste has worked hard to be a part of our community. Most weeks are problem free. When an issue does arise, the Priority Waste management team is proactive and responsive in resolving the issue.

Priority's management team is accessible to me and my team at the city office. They have been very receptive when we present them with questions or recommendations.

I value our relationship with Priority Waste and would recommend them to any municipality seeking waste removal services.

Best regards,

Gus Calandrino Mayor, City of Utica

CITY OF FLINT



Sheldon Neeley Mayor

Department of Public Works

Director

Director Michael J. Brown

Clyde Edwards

City Administrator

Rodney McGaha **Transportation**

August 8, 2022

To Whom It May Concern:

This reference letter is written in support of Priority Waste, LLC, who is the current waste collection company for the City of Flint.

Priority Waste, LLC, was one of three companies that had bid on the waste collection services for a city that occupies a land area of 32.8 square miles and serves a population of 111,475 people (2010 Census Estimate¹). On September 7, 2021, Priority Waste, LLC, was notified that their bid had been accepted and that services were expected to start on October 1, 2021. In less than three weeks Priority Waste, LLC, was able to hire staff, deploy trucks, and provide service to our City with exceptional professionalism, and after over three months of service, continues to prove that they have earned the contract.

Priority Waste, LLC, provides weekly trash and recycling curbside service, weekly seasonal compost service, various commercial dumpster services, weekly municipal inter-office recycling cart programs, as well as a drop-off location for bulk services. There is also a drop-off recycling option for multi-family and local businesses located on the City of Flint municipal complex. The amenities aforementioned were transitioned from the previous waste collection provider to Priority Waste, LLC, with minimal interruption or waste service concerns from our residents.

After over ten months of service and the high expectations of that service for our residents, I am providing this letter of reference acknowledging the excellent care the City of Flint has received to date from Priority Waste, LLC.

Michael J. Brown, DPW Director mibrown@cityofflint.com

Business Phone: (810) 766-7135 ext.2602

The decennial census was completed in 2020, therefore actual population numbers may vary.





TAB 5 Bid Bond

Document A310TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Priority Waste

45000 River Ridge Drive, Suite 200

Clinton Township, MI 48038

OWNER:

(Name, legal status and address) Van Buren Charter Township

46425 Tyler Road

Van Buren Charter Township, MI 48111

SURETY:

(Name, legal status and principal place of business) United States Fire Insurance Company

305 Madison Avenue

Morristown, NJ 07960

Mailing Address for Notices

1411 Opus Place, Suite 450

Downers Grove, Illinois 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Van Buren Township Trash, Yard Waste and Recyclables

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this

27th

day of February, 2023

Priority Waste (Principal)

(Seal)

United States Fire Insurance Company

(Surety)

(Seai)

Attornev-in-Fact



State of	Illinois								
County of	DuPage		- Alleria						
	SU	RETY ACKNO	WLEDGEM	ENT (ATTORNE	(-IN-FACT))		
l, Cynthia	A. Schwinn	Notary Public	of DuPa	ge	County, in t	he State of	Illinois	,	
do hereby certify that James I. Moore			oore At	Attorney-in-Fact, of the United States Fire					
Insurance Company who is p			is persona	lly kno	wn to me to	be the sar	me person	whose	
name is s	ubscribed t	o the foregoing	g instrumer	nt, app	eared befor	e me this d	day in perso	on, and	
acknowled	lged that he	signed, sea	led and deli	vered	said instrur	nent, for ar	nd on beha	If of the	
United States Fire Insurance Company				for the uses and purposes therein set forth					
Giv	en under m	y hand and no	tarial seal a	t my o	ffice in the	City of Do	owners Grove	in	
said Coun	ty, this 27t	h day of	February	•	2023	•			
		and the same of th	\bigcirc	10		· h.	~ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		

Notary Public

My Commission expires:

Cynthia A. Schwinn

May 24, 2025

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

James I. Moore

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond Principal: Priority Waste

Obligee: Van Buren Charter Township

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on March 25th, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



\.\v\v\\

Anthony R. Slimowicz, Executive Vice President

State of New Jersey County of Morris

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA NOTARY PUBLIC STATE OF NEW JERSEY NO. 2163686 MY COMMISSION EXPIRES 3/25/2024

Sonia Scala (Notary Pub

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the

foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 27th day of February, 2023.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President





TAB 6 Financial Letter





March 6, 2023

Mr. Leon Wright, Clerk Van Buren Township Clerk's Office 46425 Tyler Road Van Buren Township, MI 48111

Re: Priority Waste, LLC

Request for Proposal Response Financial Statements Article J (1)

Statement from the Chief Financial Officer

Dear Mr. Wright:

I am Chief Financial Officer of Priority Waste, LLC (the Company).

The Company is a privately owned, Michigan based business, and our financial statements are private and confidential. We are willing to provide our financial statements that Van Buren Township is requesting in a way that would keep them from being a public record. In the past, we have worked with municipalities and organizations to provide this information through an outside financial consultant therefore avoiding it becoming a public record.

In my opinion, the Company has the financial ability to provide the proposed services in the Request for Proposals Curbside Cart Collection Services for Residential Trash and Yard Waste and Curbside Cart Collection and Management Services for Residential Recyclables.

Sincerely,

James Clements

Chief Financial Officer

Priority Waste, LLC





TAB 7 Recyclables Revenue Sharing Formula





Recyclables Revenue Sharing Formula

In order to provide the best price to Van Buren Township, Priority will take the recyclable material collected to Hamtramck Recycling (3333 Hamtramck Dr., Hamtramck, MI 48211) where there is no revenue share. This allows Priority to offer the best price in our response.

If commodity prices improve such that a revenue share is viable, Priority will take the recyclable material to RRRASOC (20000 8 Mile Rd., Southfield, MI 48075) where we will offer a 50/50 share exclusive of contamination fees which would be the responsibility of the township.







TAB 8

Article H. RFP Response Pricing Form – Year 1-10

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$_7.00 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

*Included in the Monthly cost per Residential Unit for trash collection and transportation

Pricing: \$_included*/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$\frac{6.75}{0.75} \tag{Month (Weekly)}
Pricing: \$\frac{6.75}{0.75} \tag{Month (EOW)}

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

*2, 4, 8, yard dumpster service price is based on a 1x/week service schedule

Pricing: $$50.00^*$ /Month for 2 yard capacity$ $Pricing: <math>$60.00^*$ /Month for 4 yard capacity$ $Pricing: <math>$100.00^*$ /Month for 8 yard capacity$ $Pricing: <math>$300.00^{**}$ /Month for 20 yard capacity$

Pricing: \$\\\\ 300.00** \quad /Month for 30 yard capacity

**20 and 30 yard roll off service price is a per haul rate with disposal at Woodland Meadows paid for by Van Buren Township

E. Hourly cost for Township on-call services.

Pricing: \$_250.00 __/Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts.

Pricing: \$ 110.00 _/96 Gallon Cart Pricing: \$ 110.00 _/64 Gallon Cart Pricing: \$ N/A _/32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$_5.00 ___/Additional Item (Bulk Item Sticker)

Α	Monthly cost per Residentia	l Unit for trash	collection and	transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$_7.21___/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

*Included in the Monthly cost per Residential Unit for trash collection and transportation

Pricing: \$_included*_/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$ 6.95 /Month (Weekly)
Pricing: \$ 6.95 /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

2, 4, 8, yard dumpster service price is based on a 1x/week service schedule Pricing: $\$51.50^$ /Month for 2 yard capacity Pricing: $\$61.80^*$ /Month for 4 yard capacity Pricing: $\$103.00^*$ /Month for 8 yard capacity Pricing: $\$309.00^{**}$ /Month for 20 yard capacity Pricing: $\$309.00^{**}$ /Month for 30 yard capacity **20 and 30 yard roll off service price is a per haul rate with disposal at Woodland Meadows paid for by Van Buren Township

E. Hourly cost for Township on-call services.

Pricing: \$_250.00 _/Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts.

Pricing: $\frac{110.00}{10.00}$ /96 Gallon Cart Pricing: $\frac{110.00}{10.00}$ /64 Gallon Cart Pricing: $\frac{N}{A}$ /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$_5.00___/Additional Item (Bulk Item Sticker)

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$_7.43___/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

*Included in the Monthly cost per Residential Unit for trash collection and transportation

Pricing: \$_included*_/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

2, 4, 8, yard dumpster service price is based on a 1x/week service schedule Pricing: \$\frac{53.05}{0.05*} \textsquare /Month for 2 yard capacity

Pricing: \$\frac{63.65*}{0.09*} \textsquare /Month for 8 yard capacity

Pricing: \$\frac{318.27**}{0.09*} \textsquare /Month for 20 yard capacity

Pricing: \$\frac{318.27**}{0.09*} \textsquare /Month for 30 yard capacity

**20 and 30 yard roll off service price is a per haul rate with disposal at Woodland Meadows paid for by Van Buren Township

E. Hourly cost for Township on-call services.

Pricing: \$_250.00__/Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts.

Pricing: \$ 110.00 /96 Gallon Cart Pricing: \$ 110.00 /64 Gallon Cart Pricing: \$ N/A /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$_5.00 __/Additional Item (Bulk Item Sticker)

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 7.65 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

*Included in the Monthly cost per Residential Unit for trash collection and transportation

Pricing: \$_included*_/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$\frac{7.38}{7.38} \quaddownMonth (Weekly)
Pricing: \$\frac{7.38}{7.38} \quaddownMonth (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

2, 4, 8, yard dumpster service price is based on a 1x/week service schedule Pricing: \$ 54.64 /Month for 2 yard capacity
Pricing: \$ 65.56* /Month for 4 yard capacity
Pricing: \$ 109.27* /Month for 8 yard capacity
Pricing: \$ 327.82** /Month for 20 yard capacity
Pricing: \$ 327.82** /Month for 30 yard capacity

**20 and 30 yard roll off service price is a per haul rate with disposal at Woodland Meadows paid for by Van Buren Township

E. Hourly cost for Township on-call services.

Pricing: \$ 250.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts.

Pricing: \$ 110.00 /96 Gallon Cart Pricing: \$ 110.00 /64 Gallon Cart Pricing: \$ N/A /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$_5.00 __/Additional Item (Bulk Item Sticker)

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 7.88 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

*Included in the Monthly cost per Residential Unit for trash collection and transportation

Pricing: \$_included*_/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$_7.60 ___/Month (Weekly)
Pricing: \$_7.60 ___/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

*2, 4, 8, yard dumpster service price is based on a 1x/week service schedule Pricing: \$ 56.28 /Month for 2 yard capacity
Pricing: \$ 67.53 /Month for 4 yard capacity
Pricing: \$ 112.55 /Month for 8 yard capacity
Pricing: \$ 337.65 /Month for 20 yard capacity
Pricing: \$ 337.65 /Month for 30 yard capacity

**20 and 30 yard roll off service price is a per haul rate with disposal at Woodland Meadows paid for by Van Buren Township

E. Hourly cost for Township on-call services.

Pricing: \$_250.00 _/Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts.

Pricing: \$\frac{110.00}{10.00} \quad \textit{/96 Gallon Cart} \text{Pricing: \$\frac{110.00}{10.00} \quad \text{/64 Gallon Cart} \text{Pricing: \$\frac{N/A}{10.00} \quad \text{/32 Gallon Cart} \text{Vision of the content of the conte

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$_5.00___/Additional Item (Bulk Item Sticker)

A. Monthly cost per Residential	Unit for trash collection	and transportation to:
---------------------------------	---------------------------	------------------------

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 8.11 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

*Included in the Monthly cost per Residential Unit for trash collection and transportation

Pricing: \$_included__/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$ 7.83 /Month (Weekly)
Pricing: \$ 7.83 /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

2, 4, 8, yard dumpster service price is based on a 1x/week service schedule Pricing: $$57.96^$$ /Month for 2 yard capacity Pricing: $$69.56^*$$ /Month for 4 yard capacity Pricing: $$115.93^*$$ /Month for 8 yard capacity Pricing: $$347.78^{**}$$ /Month for 20 yard capacity Pricing: $$347.78^{**}$$ /Month for 30 yard capacity **20 and 30 yard roll off service price is a per haul rate with disposal at Woodland Meadows paid for by Van Buren Township

E. Hourly cost for Township on-call services.

Pricing: \$_250.00 __/Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts.

Pricing: \$\frac{110.00}{10.00} \quad /96 Gallon Cart
Pricing: \$\frac{110.00}{10.00} \quad /64 Gallon Cart
Pricing: \$\frac{N}{A} \quad /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$_5.00___/Additional Item (Bulk Item Sticker)

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$_8.36 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

*Included in the Monthly cost per Residential Unit for trash collection and transportation

Pricing: \$ included* /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$8.06 /Month (Weekly)
Pricing: \$8.06 /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

2, 4, 8, yard dumpster service price is based on a 1x/week service schedule Pricing: \$ 59.70 /Month for 2 yard capacity
Pricing: \$ 71.64* /Month for 4 yard capacity
Pricing: \$ 119.41* /Month for 8 yard capacity
Pricing: \$ 358.22** /Month for 20 yard capacity
Pricing: \$ 358.22** /Month for 30 yard capacity

**20 and 30 yard roll off service price is a per haul rate with disposal at Woodland Meadows paid for by Van Buren Township

E. Hourly cost for Township on-call services.

Pricing: \$_250.00 __/Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts.

Pricing: $\frac{110.00}{10.00}$ /96 Gallon Cart Pricing: $\frac{110.00}{10.00}$ /64 Gallon Cart Pricing: $\frac{110.00}{10.00}$ /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$_5.00 ___/Additional Item (Bulk Item Sticker)

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$_8.61___/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

*Included in the Monthly cost per Residential Unit for trash collection and transportation

Pricing: \$\frac{\text{included*}}{\text{Month}}

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

2, 4, 8, yard dumpster service price is based on a 1x/week service schedule Pricing: $\$61.49^$ /Month for 2 yard capacity Pricing: $\$73.79^*$ /Month for 4 yard capacity Pricing: $\$122.99^*$ /Month for 8 yard capacity Pricing: $\$368.96^{**}$ /Month for 20 yard capacity Pricing: $\$368.96^{**}$ /Month for 30 yard capacity **20 and 30 yard roll off service price is a per haul rate with disposal at Woodland Meadows paid for by Van Buren Township

E. Hourly cost for Township on-call services.

Pricing: \$_250.00__/Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts.

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$5.00 /Additional Item (Bulk Item Sticker)

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$_8.87___/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

*Included in the Monthly cost per Residential Unit for trash collection and transportation

Pricing: \$_included*_/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

2, 4, 8, yard dumpster service price is based on a 1x/week service schedule Pricing: \$\(\frac{63.34}{76.01*}\) /Month for 2 yard capacity
Pricing: \$\(\frac{76.01*}{76.01*}\) /Month for 4 yard capacity
Pricing: \$\(\frac{126.68**}{380.03**}\) /Month for 8 yard capacity
Pricing: \$\(\frac{380.03**}{380.03**}\) /Month for 20 yard capacity
Pricing: \$\(\frac{380.03**}{380.03**}\) /Month for 30 yard capacity

**20 and 30 yard roll off service price is a per haul rate with disposal at Woodland Meadows paid for by Van Buren Township

E. Hourly cost for Township on-call services.

Pricing: \$_250.00 __/Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts.

Pricing: \$\frac{110.00}{10.00} \quad /96 \text{ Gallon Cart}
Pricing: \$\frac{110.00}{10.00} \quad /64 \text{ Gallon Cart}
Pricing: \$\frac{N}{A} \quad /32 \text{ Gallon Cart}

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$_5.00 /Additional Item (Bulk Item Sticker)

A. Monthly cost per Residentia	Unit for trash collection and transportation to:
--------------------------------	--

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 9.13 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

*Included in the Monthly cost per Residential Unit for trash collection and transportation

Pricing: \$_included*_/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$\frac{8.81}{8.81} \tag{Month (Weekly)}
Pricing: \$\frac{8.81}{8.81} \tag{Month (EOW)}

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

2, 4, 8, yard dumpster service price is based on a 1x/week service schedule Pricing: $\$ \underline{65.24}^$ /Month for 2 yard capacity Pricing: $\$ \underline{78.29}^*$ /Month for 4 yard capacity Pricing: $\$ \underline{130.48}^*$ /Month for 8 yard capacity Pricing: $\$ \underline{391.43}^{**}$ /Month for 20 yard capacity Pricing: $\$ \underline{391.43}^{**}$ /Month for 30 yard capacity **20 and 30 yard roll off service price is a per haul rate with disposal at Woodland Meadows paid for by Van Buren Township

E. Hourly cost for Township on-call services.

Pricing: \$ 250.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.
- G. Carts, original and replacement carts.

Pricing: \$\frac{110.00}{10.00} \quad /96 \text{ Gallon Cart} Pricing: \$\frac{110.00}{10.00} \quad /64 \text{ Gallon Cart} Pricing: \$\text{ N/A} \quad /32 \text{ Gallon Cart}

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$_5.00 __/Additional Item (Bulk Item Sticker)





TAB 9

Article I., Model Contract Terms and Conditions Exception Form

I. MODEL CONTRACT TERMS AND CONDITIONS

EXCEPTION FORM

Term/Condition	Exception	Proposed Language
Section III, Item D Most Favored Nations	Remove from the contract	None





TAB 10

Article J., Checklist of Information Required

J. CHECKLIST OF INFORMATION REQUIRED BY ANY ENTITY SUBMITTING AN RFP RESPONSE

1.	 Most recent financial statement or executed letter from a certified public accountant that the responding entity has the financial ability to perform the contract services for the term of the contract proposed. 				
		Submitted []	Not Submitted	
2.	 A description of the Contract se Conditions. 	the Responde ervices as ou	r' tli	s experience and know how in performing ned in the Model Contract Terms and	
		Submitted []	Not Submitted	
3.	 Names, emails within similar se contract or contr 	rvices are curr	nf e	formation for five (5) municipal accounts ntly conducted by the Responder under a	
		Submitted [Not Submitted	
4.	. A Bid Bond.				
		Submitted]	Not Submitted	
5.	 A listing of Mode language. 	el Contract lang	ju	age exceptions with proposed substitute	
		Submitted]	Not Submitted	
6.	. A Recyclables R	evenue Sharin	g	Formula.	
		Submitted]	Not Submitted	
7.	. Proposed pricing	g for ten (10) co	or	secutive years.	
		Submitted]	Not Submitted	
8.	. The identification recyclables.	and location o	of	a proposed MRF to manage collected	
		Submitted		Not Submitted	





TAB 11

Addendums Published by Van Buren Charter Township



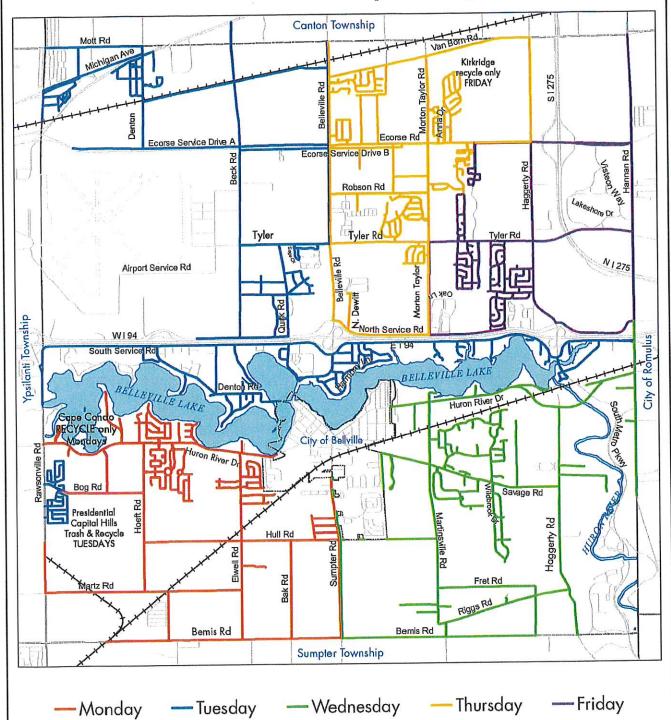
REQUEST FOR PROPOSALS (RFP) FOR CURBSIDE CART COLLECTION SERVICES FOR RESIDENTIAL TRASH AND YARD WASTE AND CURBSIDE CART COLLECTION AND MANAGEMENT SERIES FOR RESIDENTIAL RECYCLABLES ADDENDUM #1:

The anticipated commencement date of the proposed contract will be July 1, 2023. We have also attached the Township's current service area map as well.

As specified in the original request for proposals (RFP) document please submit questions in writing to the Township Clerk's office at 46425 Tyler Road, Van Buren Township, MI 48111 by 5:00 p.m. on February 13, 2023. Questions may also be submitted via email to rakers@vanburen-mi.org. Responses will be provided prior to February 20, 2023.

Published: January 31, 2023

Trash Pickup Days





Printed: 5/18/2022



REQUEST FOR PROPOSALS (RFP) FOR CURBSIDE CART COLLECTION SERVICES FOR RESIDENTIAL TRASH AND YARD WASTE AND CURBSIDE CART COLLECTION AND MANAGEMENT SERIES FOR RESIDENTIAL RECYCLABLES ADDENDUM #2:

RESPONSES TO SUBMITTED QUESTIONS:

 Page 1, states that there are 8,054 residential units in the Township that will receive contract waste services with "approximately 324 residential units that will receive residential recycling services only."
 Can the Township please identify where the 324 residential units receiving recyclable service only are located?

A: Recycling only service is provided to two (2) separate developments. The first is Kirkridge Park Cooperative which has 230 units and whose offices are located at 8205 Kirkridge St. Van Buren Township, MI 48111. The other is the Cape Condominiums (formerly known as Lake Pointe Village) which has 94 units and is located on the north side of W. Huron River Drive just east (approximately 0.1 miles) of Rawsonville Road

 Page 2, #1: Would Van Buren Township consider an extension of the due date (currently February 27, 2023) for the RFP response? Allowing another week or two would aid in the ability for the most accurate competitive proposals.

A: Van Buren Township will extend the due date of the proposals to Monday March 6, 2023 at 3 p.m.

 Could the Township please provide volumes for trash, yard waste and recyclables for the past three years?

A: We have attached a spreadsheet depicting the data to this addendum.

Page 14, Paragraph D: Would the Township consider changing language to reflect a customer of 8000
units? Comparing pricing for like services for a contract with 3000 residential service units would not be
an accurate comparison due to the number of employees and equipment necessary.

A: The contract is a model contract in which we expected there would be some comments and requests for adjustments. Based on this feedback we are willing adjust the favored nation comparison from 3,000 units to communities with collection sites between 6,000 and 10,000 units.

 Page 32, #1: Would the Township like to submit a pricing sheet for additional Bulky Waste/White Goods collection?

A: Please see revised pricing sheet requesting costs for an additional Bulky Waste/White Goods sticker.

 Page 32, Other than one bulk item per week, are the residents limited to what fits into the 96- or 64gallon trash containers or are they allowed to put other (non-bulk) items outside of their containers?
 Same question for recyclable containers?

A: Yes, trash will be limited to what fits into the trash containers. We do allow residents to place broken down cardboard boxes outside of the recycling containers.

Page 35, item #1: Could the Township provide a schedule of dumpster locations and roll offs?

A: Township Hall/Police Department/Community Center 46425 Tyler Road Van Buren Township, MI 48111 Trash and Recycling Dumpster Service

Fire Station #1 45400 Hull Road Van Buren Township, MI 48111 Dumpster Service & Recycling Carts

Fire Station #2 7981 Belleville Road Van Buren Township, MI 48111 Dumpster Service & Recycling Carts

Building & Grounds Storage Facility 39600 Tyler Road Van Buren Township, MI 48111 Compost roll off (30yd) Trash roll off (30yd), 1 3yd dumpster

Van Buren Park 50901 I-94 South Service Drive Van Buren Township, MI 48111 Dumpster Service

French Landing Park 12100 Haggerty Road Van Buren Township, MI 48111 Dumpster Service

Police Department Shooting Range Beck Road (I don't believe the site has an address) Dumpster Service What are the Township's requirements for freon bearing appliances?

A: The hauler will be responsible for freon removal from appliances.

Would the Township consider extending the bid opening for at least one to two weeks??

A: Van Buren Township will extend the due date of the proposals to Monday March 6, 2023 at 3 p.m.

Could the Township please provide current pricing for all services??

A: The Township currently has free curbside trash, recycling, and yard waste collection provided by Waste Management. The contract is covered under a host community agreement between the Township and Waste Management for the Woodland Meadows landfill.

• Could the Township please provide historical tonnage data for a 2-3 year period including trash, yard waste, renewables, and bulk waste??

A: A spreadsheet has been attached to this submittal.

 Page 1, Last Paragraph. Is the 324 residential units that only recycle included in the total unit count of 8,054??

A: It is not. The 324 residential units are in addition to the 8,054.

Page 6, Section D. Is the contractor responsible for Freon removal?

A: The hauler will be responsible for freon removal.

Page 28, Section 8. Could you please provide the current service days??

A: The service area map is provided in addendum #1, but normal service days are Monday – Friday.

Page 35, Section 4., Side Door Services. How many Side Door collection sites are there in the Township??
 Do you have a list??

A: There are no current households that we are aware of which has this service. In the past we have not seen more than two (2) or three (3) households at one time utilize this service.

Page 37-39. Do residents currently have both trash and recycling carts??

A: All housing units have 96-gallon carts for trash service which is owned by Waste Management. For recycling services there is mixture of 64-gallon carts and recycling bins which are also owned by Waste Management.

a. If yes, will the current service provider be required to pick them up if not awarded the new contract.

A: The Township is open to discussion between the current hauler and any newly selected hauler to make any potential transition easy for our residents.

b. If carts need to be picked up, will it before or after the expiration date of the existing contract?

A: The Township is open to discussion regarding cart transition to ensure that the process is smooth for our residents.

c. If carts will not be picked up, can residents still use them under the new contract?

A: The Township is open to discussion regarding cart transition to ensure that the process is smooth for our residents. We would not have an objection to using the existing carts, but as Waste Management owns the carts there would need to be discussion.

d. Just to confirm, the new service provider needs to deliver 95-gallon trash and recycling carts to each service unit?

A: If a new hauler is selected and our current hauler elects to collect their carts then yes 96 gallon trash carts will need to be delivered to each service unit. Regarding recycling carts, we will also expect recycling carts to be delivered to each service unit. The Township is planning to pursue grant funding for the purchase of recycling carts and we are open to discussion regarding how this transition may work with regards to this process.

I understand that they issue dump cards to residents for Woodland Meadows? True, will that continue?

A: The landfill pass program will continue under the Township's host community agreement. Township residents are able to take trash to the Woodland Meadows landfill up to twenty-four (24) times per calendar year.

• Prebid?

A: There is no prebid meeting in this RFP.

Are condos included?

A: Yes, some condominium developments are included in the program.

 Why does most favored nation language compare the Township to a much smaller 3,000 unit comparison? Page 14, D

A: The contract is a model contract in which we expected there would be some comments and requests for adjustments. Based on this feedback we are willing adjust the favored nation comparison from 3,000 units to communities with collection sites between 6,000 and 10,000 units.

 Do they intend to split the collection bid? I'm sure we would only want the entire collection bid if awarded.

A: We do not intend to split the collection bid.

 Indemnity, Clarify if hauler is to indemnify disposal. We are directed to haul trash and yard waste to a designated site. Page 21.3

A: The Township will not require contractual liability for disposal. The liability starts when the waste is picked up and will end when it is properly transported to the designated disposal site. We can will clarify that at the time we sit down and finalize a contract.

Published: February 17, 2023

	Charter Township of Van Buren			
	202	2 Tonnage Report		
	Frash	Recycle	Compost	
2011	7400	618.4	1607.5	
2012	6956.37	606.4	1728.8	
2013	7354	929.1	1727.3	
2014	7425.3	985.4	2050.9	
2015	6796.58	1027.1	1583.75	
2016	7884.92	1047.6	1465.54	
2017	7842.31	1082.8	1127.6	
2018	7845.31	1090.2	1214.88	
2019	7854.05	1101.83	1339.73	
2020	8,068.56	1130.23	1399.33	
2021	8,324.70	1,202.05	1,190.53	
2022	8061.88	991.49	1137.13	
**numbe	ers are in tons			

A. Monthly cost per Residential Unit for trash collection and transportation to:			
	Woodland Meado 5900 Hannan Roa Wayne, Michigan	ad	
	Pricing: \$	_/Month	
B. Monthly cost per Resid	lential Unit for yard v	waste collection and transportation to:	
	Woodland Meado 5900 Hannan Roa Wayne, Michigan	d	
	Pricing: \$	_/Month	
C. Monthly cost per Residentified MRF.	dential Unit for recy	clables collection and management to an	
	Pricing: \$ Pricing: \$	_/Month (Weekly) _/Month (EOW)	
D. Monthly cost for dumps	sters and roll offs for	trash and recyclables collection.	
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E. Hourly cost for Townshi	ip on-call services.		
	Pricing: \$	_/Hour	
F. Recyclables revenue sh	aring formula to be	calculated and paid quarterly.	
G. Carts, original and repla	acement carts.		
	Pricing: \$ Pricing: \$ Pricing: \$	_/64 Gallon Cart	
H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly			
	Pricing: \$	_/Additional Item (Bulk Item Sticker)	

A. Monthly cost per Residential Unit for trash collection and transportation to:					
	Woodland Meadow 5900 Hannan Roa Wayne, Michigan	d			
	Pricing: \$	_/Month			
B. Monthly cost per Resid	ential Unit for yard v	waste collection and transportation to:			
	Woodland Meado 5900 Hannan Roa Wayne, Michigan	d			
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C. Monthly cost per Residual Contified MRF.	dential Unit for recy	clables collection and management to an			
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F. Recyclables revenue sharing formula to be calculated and paid quarterly.					
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H. Cost for additional Bu	H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly				
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H. Cost for additional Bulk	H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly				
	Pricing: \$	_/Additional Item (Bulk Item Sticker)			

A. Monthly cost per Residential Unit for trash collection and transportation to:				
59	Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184			
Pı	ricing: \$	_/Month		
B. Monthly cost per Resident	tial Unit for yard w	vaste collection and transportation to:		
59	Voodland Meadov 900 Hannan Road Vayne, Michigan 4	d		
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E. Hourly cost for Township	on-call services.			
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A. Monthly cost per Residential Unit for trash collection and transportation to:				
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	Pricing: \$	_/Month		
B. Monthly cost per Resid	lential Unit for yard	waste collection and transportation to:		
	Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184			
	Pricing: \$	_/Month		
C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.				
	Pricing: \$ Pricing: \$	_/Month (Weekly) _/Month (EOW)		
D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.				
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	Pricing: \$ Pricing: \$ Pricing: \$	_/96 Gallon Cart _/64 Gallon Cart _/32 Gallon Cart		
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	Pricing: \$	/Month		
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	Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184			
	Pricing: \$	_/Month		
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D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.				
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	Pricing: \$	_/Month		
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	Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184			
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	Pricing: \$ Pricing: \$ Pricing: \$	/96 Gallon Cart /64 Gallon Cart /32 Gallon Cart		
H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly				
	Pricing: \$	/Additional Item (Bulk Item Sticker)		





TAB 12

Van Buren Charter Township Request for Proposals Document



REQUEST FOR PROPOSALS

CURBSIDE CART COLLECTION SERVICES FOR RESIDENTIAL TRASH AND YARD WASTE

AND

CURBSIDE CART COLLECTION AND MANAGEMENT SERVICES FOR RESIDENTIAL RECYCLABLES

Dated: January 30, 2023

TABLE OF CONTENTS

- A. Overview of services sought under the RFP process
- B. Instructions for RFP Responses
- C. Model Contract Terms and Conditions
- D. Details on Scope of Services for RFP process
- E. Details on Carts
- F. Contract Transition
- G. Evaluation and Selection Criteria
- H.RFP Response Pricing Forms for Ten (10) Years
- I. Model Contract Terms and Conditions Exception Form
- J. Checklist for Information required by any Entity submitting an RFP Response

A. OVERVIEW OF SERVICES SOUGHT UNDER THE RFP PROCESS

The objective of this RFP process is to obtain one (1) or more qualified service providers to 1) collect residential trash and transport it to a designated landfill for lawful disposal; 2) collect residential yard waste and transport it to a designated compost facility; and 3) collect residential recyclables and manage the recyclables to an acceptable Materials Recovery Facility ("MRF") under a revenue sharing formula with the Township.

Under the terms of an existing Agreement, residential trash will be collected, transported to and disposed of at the following location. The disposal costs are not part of the RFP process.

Woodland Meadows RDF – Van Buren 5900 Hannan Road Wayne, Michigan 48184

Under the terms of an existing Agreement, residential yard waste will be collected and transported to the following location. The drop off fee for the yard waste is not part of this RFP process.

Woodland Meadows RDF – Van Buren 5900 Hannan Road Wayne, Michigan 48184

For residential recyclables, the RFP seeks both collection and management of the materials at an acceptable MRF. The Township seeks a revenue sharing formula as part of any RFP Response.

The selected contractor(s) will be paid directly for the services by the Township upon the submittal of an acceptable invoice. This RFP process does not involve the Contractor invoicing the residential units directly for any services.

There are approximately 8,054 Residential Units in the Township that will receive Contract Waste services. There are approximately 324 Residential Units that receive Recycling services only.

B. INSTRUCTIONS TO RFP RESPONDERS

1. <u>Submittal.</u> Any RFP Response shall be received by the Township until 3:00 p.m. EST on the 27th day of February, 2023. Any RFP Response, in its entirety, must be enclosed in a sealed, non-transparent envelope or package marked on the outside as follows:

"Van Buren Township Trash, Yard Waste and Recyclables RFP Response"

No late RFP Responses will be accepted or considered by the Township.

Any RFP Response shall be submitted as follows:

- One (1) printed, signed RFP Response.
- Ten (10) copies of all submitted documents.
- One (1) USB flash drive containing an electronic version of the complete RFP Response.

Any RFP Response shall be delivered to the following:

Van Buren Township Clerk's Office 46425 Tyler Road Van Buren Township, Michigan 48111

- 2. <u>Bond.</u> A Response bond executed by a surety company that is authorized to conduct business in Michigan in the amount five (5%) percent of total proposed value of the first (1st) year of proposed services shall be included with any RFP Response. The Bond is to secure the timely execution of a Contract if the Responder is awarded a Contract pursuant to this RFP process.
- 3. <u>Amendments.</u> The Township reserves the right to amend the RFP prior to the RFP due date.
- 4. Posting. The official source for the RFP and amendments is the Township website at www.vanburen-mi.org. No other source should be relied on for the official RFP documents. The posting will also appear on bidnetdirect.

- 5. Any RFP Response must contain all information requested in the RFP.
- 6. By submitting a Response to the RFP, it is presumed that the RFP Responder understands the RFP and the information requested.
- 7. Any costs, of any kind, incurred by any Responder relating to the RFP shall be borne solely by the Responder.
- 8. Any RFP Response may be withdrawn in writing up to the due date as set forth herein.
- **9.** Any RFP Response must be executed and dated by a person with full authority to bind the Responder to the RFP Response submitted.
- **10.** Any RFP Response shall be deemed to be valid for one hundred eighty (180) days from the due date.
- 11. The Township expressly reserves to reject any RFP Response submitted for any reason. The Township reserves the right to negotiate separately with any responder to the RFP after the opening of the proposals.
- **12.** Any RFP Response is subject to the applicable provisions of Michigan's Freedom of Information Act at MCL 15.231 et. seq.
- 13. Any questions concerning the RFP documents shall be submitted in writing by February 13, 2023 to the Clerk's office. A Response will be issued by the Township to any question by February 20, 2023 and posted at the designated website.

C. MODEL CONTRACT TERMS AND CONDITIONS

The Model Contract Terms and Conditions, as set forth herein by category, shall be considered in the preparation and submittal of any RFP Response. Any Responder shall assume the Model Contract Terms and Conditions presented herein are the terms and conditions that will be expected in any Contract awarded under the RFP process.

The Model Contract Terms and Conditions should be read closely to ensure that any RFP Response accounts for all terms and conditions as set forth in those Terms and Conditions.

Any RFP Response shall, if necessary, provide a separate listing of what Model Contract Terms and Conditions will not be accepted. In any such situation, the provision at issue shall be identified in the manner it is presented herein, the objection shall be stated and proposed modified/agreeable substitute language shall be provided in the RFP Response. A form is attached for this purpose.

I. <u>Model Contract Recitals</u>

WHEREAS, the Van Buren Charter Township ("Township") is a duly authorized local unit of government; and

WHEREAS, Township provides for contracted solid waste management services to its residents; and

WHEREAS, on _____, 20___, Township issued a Request For Proposals ("RFP"); and

WHEREAS, _____ ("Contractor") responded to the RFP with an RFP Response ("RFP Response"); and

WHEREAS, Contractor has provided its "best pricing" in Contractor's RFP Response; and

WHEREAS, Contractor has agreed to provide "Best Available Services and Technology" to the Township under the RFP Response; and

WHEREAS, Contractor agrees that Contractor participated in the RFP process voluntarily, in good faith, and without any consultation or agreement with any other entity to restrict or otherwise control pricing before or during the entire RFP process; and

WHEREAS, Contractor hereby represents, pledges and warrants that it has the know-how, the resources and the finances to execute, carry-out and perform all of the services set forth under this Contract in the manner required by this Contract and otherwise consistent with the Contractor's RFP Response; and

WHEREAS, Contractor participated in the RFP process and has no claims concerning the RFP process used by Township and hereby waives any such claims or disputes relating to or arising from the RFP process.

II. <u>Model Contract Definitions</u>

Each term or phrase below shall have the meaning presented as set forth herein.

- A. "Acceptable Invoice" means an invoice generated by the Contractor and submitted to Township for the services conducted under this Contract that is otherwise consistent with this Contract. If Township does not object to an Invoice within ten (10) Business Days of its receipt, it shall be deemed an "Acceptable Invoice" as presented by the Contractor.
- B. "Applicable Laws" means any statute, law, constitution, charter, ordinance, resolution, judgment, administrative order, decree, rule, regulation, directive, or standard, which is enacted, adopted, promulgated, issued or enforced by a governmental body, a regulatory agency, a local government, a State, the Federal Government or a division of the Federal Government, and/or any court of competent jurisdiction that relates to or affects Township, the Contractor, or the performance by a party of its obligations under this Contract.
- C. "Best Available Services and Technology" means the best available personnel, training, vehicles, technology, reporting, customer services and Contract incentives that are equal to or greater than what Contractor provides under another existing municipal contract, an existing extension of another municipal contract or any municipal contract entered into during the Term of this Contract for a municipal entity of over 3,000 households in Michigan.
- D. "Bulky Waste/White Goods Waste" means bulk items and includes, but is not limited to, couch, loveseat, recliner, kitchen table and chairs, bed frames, mattress and box springs (must be wrapped entirely), headboard, end tables, treadmills, bicycles. Standard white good items, include but are not limited to, air conditioners / dehumidifiers / dishwashers / dryers / freezers / hot water tanks / humidifiers / refrigerators / stoves and washers.
- E. "Business Day" means Monday through Friday and shall exclude Saturday, Sunday and any Holiday as defined herein.
- F. "Calendar Day" means days running consecutively and consistent with a published calendar for the relevant year at issue. In calculating "Calendar

Days", there are no exceptions for weekends or any Holiday as defined herein. When calculating "Calendar Days" the day of the starting event shall not be counted in the calculation.

- G. "Change in Law" shall mean any act, statute, rule, ordinance or legislative action promulgated after the Effective Date where compliance with such change materially increases the costs to the Contractor in performing the Contract Waste services.
- **H.** "Commencement Date" means the ____ day of _____, 2023, wherein the services by the Contractor shall commence under this Contract. The Commencement Date is separate from the Effective Date.
- I. "Contract" means the written agreement governing the complete performance of the services defined herein as reviewed and executed by Township and the Contractor.
- **J.** "Contract Recitals" means the Contract Recitals as stated herein which, by agreement of the parties, are part of the Contract and binding on the Contractor and the Township.
- **K.** "Contract Term" means the duration of this Contract between Township and Contractor as defined in the Contract, including any authorized extension(s) of the Contract.
- L. "Contract Transition" means the time period, regardless of the length of time between the Effective Date and the Commencement Date wherein Contractor shall meet, as requested, with Township representatives to prepare for and discuss the services under this Contract to ensure that both Contractor and Township are prepared to timely initiate the Contract Services as set forth herein.
- M. "Contract Waste" means all of the materials that Contractor agrees to collect and/or manage under this Contract. Contract Waste is Trash, including Bulky Waste and White Goods, Recyclables and Yard Waste.
- N. "Contractor" means the party governed by the Contract herein that has agreed to perform the work set forth by this Contract, or any part of it, including its successors or assigns, or any duly authorized agents or authorized legal representatives of the Contractor.

- O. "<u>Curb/Curbside</u>" means the vertical edging to the street pavement, or, where there is no street pavement edge, it shall mean the edge of the road material and shall include the side of the road laterally and within ten (10) feet of the driveway cut at issue.
- P. "Disposal Facility(ies)" means the landfill, transfer facility, composting facility, MRF or other lawful facility that will be utilized for the disposal, management, or processing of Contract Waste under this Contract.
- Q. "Effective Date" means the date this Contract is fully executed by the authorized representative of the Township and the Contractor.
- R. "EGLE" 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 shall be transferred or any other appropriate agency. Any name change does not impact this definition.
- S. "EOW" means every other week as opposed to weekly.
- T. "Excluded Waste" means any hazardous materials, waste or substances; toxic substances, waste or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes, each as defined by Applicable Laws. Excluded Waste, as defined herein, is not a part of Contract Waste under this Contract.
- U. "Government Approvals" means all licenses, permits, reviews or approvals required from any Local, State or Federal government, agency or division that relates to or governs the performance of the Contractor under this Contract and the services set forth herein.
- V. "Holiday" means New Year's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day and Christmas Day.
- W. "Household Hazardous Waste" means any waste generated by a Residential Unit 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. Hazardous materials means all highly flammable materials or products that may react to cause a fire or explosion hazard; or that because of their toxicity, flammability, or liability for explosion render firefighting abnormally dangerous or difficult. This also includes flammable liquids or gases that are chemically unstable and that may

spontaneously form explosive compounds or undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials and chemicals shall include flammable solids, corrosive liquids, radioactive materials, oxidizing materials, potentially explosive chemicals, highly toxic materials, and poisonous gases that have a degree of hazard rating in the health, flammability or reactivity of three or four as ranked by NFPA 704 or other code and/or all items that are regulated as "hazardous" under Public Act No. 451 of 1994 (MCL 324.101 et seq) or any other Applicable Laws.

X. "<u>Liquidated Damages</u>" means the following prohibited events under this Contract that are assigned the stated dollar amount as a Liquidated Damage.

Failure to clean up spilled refuse or litter caused by Contractor or wash down a street as requested by TOWNSHIP to eliminate objectionable odors.	\$100.00 for each incident/each day of scheduled service.
Failure to repair damage to a resident property caused by Contractor or its personnel within 24 hours.	\$250.00 per incident.
Failure to promptly contain and clean up hydraulic oil, motor oil or fuel leaks.	\$2,000.00 per incident plus any direct cost to the Township.
Failure to complete all collection routes by 7:00 pm on the scheduled day or otherwise comply with the hours of operation as required by this Contract.	\$250.00 for each Residential Unit per day.
Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of a complaint.	\$100.00 for each Residential Unit per day.
Co-mingling materials from non- Township collection in vehicles assigned to the performance of this Contract.	\$500.00 for each Residential Unit per day.
Co-mingling of recyclables with trash.	\$500.00 for each Residential Unit per day.
Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by Township.	\$500.00 for each day.

Failure to deliver collected waste,
recyclables, or yard waste to designated
and approved disposal, processing and
management sites.

\$2,000.00 for serviced Residential Unit per day.

- Y. "Management Representative" means a representative of the Contractor that is knowledgeable about the terms and provisions of this Contract, the services covered by this Contract, and the pricing/invoicing under this Contract. The Management Representative shall otherwise be up to date and fully aware of any pending service-related issues under this Contract. This Management Representative shall be designated by the Contractor and may be changed from time to time with written notice by Contractor to Township. Township reserves the right to object to any designated Management Representative. If there is such an objection, Contractor shall designate a new Management Representative within thirty (30) Calendar Days.
- Z. "Township" shall mean Van Buren Township.
- AA. "MRF" means a Materials Recovery Facility used to manage and/or process Contract Waste.
- **BB.** "Performance Bond" means a corporate surety bond that guarantees a set amount of compensation to Township in the event Township must assume the obligations or duties of the Contractor under this Contract in order for the services under the Contract to continue.
- CC. "Rebate" means an automatic payment discount from Contractor to Township in the amount of one (1) percent of the total invoice amount if payment is made by Township to Contractor within thirty (30) Calendar Days of the Township receiving an Acceptable Invoice, as defined herein. Payment shall be deemed "made by Township" on the date the payment check is mailed to the Contractor or payment is transmitted in another way by prior agreement.
- **DD.** "Recyclable 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 and that are otherwise acceptable materials at a MRF.

- **EE.** "Recyclables Revenue Sharing" shall mean the revenue sharing process between the Contractor and the Township as calculated and determined by a written formula and as paid quarterly with the Township maintaining a right to audit.
- FF. "Residential Unit" means a residential or other structure that is authorized eligible for Contract Waste services under this Contract. Only those Residential Units which were provided services prior to the Commencement Date of this Contract shall be eligible for services under this Contract unless approved by the Township.
- **GG.** "Residential Unit Count Change" shall mean a change in Residential Units serviced by the Contractor under this Contract. A Residential Unit Count Change shall only be initiated and made by Township and shall be completed and issued by Township to Contractor by January 15 of each year. That Residential Unit Count shall then be controlling for that Calendar Year.
- HH. "State" means the State of Michigan.
- "Trash" or "Refuse" means solid waste as set forth in Act 451 of 1994 at II. MCL 324.11506 (1) which are acceptable for disposal in a Type II sanitary landfill and shall not include any Excluded Waste, as defined herein, or any waste, or portion thereof, which is liquid, radioactive, volatile, highly flammable, explosive, infectious or pathological, asbestos, special waste (including but not limited to, municipal solid waste incinerator ash) or Household Hazardous Waste. Generally, Trash/Refuse includes all animal and vegetable food waste and all other waste which normally generates from a household. Trash/Refuse may include materials consisting of sod. dirt, rocks and other debris not to exceed 50 pounds of any one such material. Trash or refuse shall not include construction/repair/remodeling debris, including drywall, lumber, wood, cement, bricks, concrete, asphalt, landscape timbers etc. except for the minimal amounts of those materials specified above. The term Trash or Refuse shall not include leaves or grassclippings as defined by Applicable Laws but will include up to one (1) bundle per week of brush, composed of branches greater than two (2)" in diameter but less than six (6)", and not exceeding forty-eight (48)" long or thirty-six (36)" in diameter. Brush does not include root balls or stumps.
- JJ. "Yard Waste" means leaves, grass clippings, vegetable or other garden debris, shrubbery, prunings/twigs less than two (2) inches in diameter, sod without dirt, and any other yard waste materials defined as such by any applicable law. The term Yard Waste excludes agricultural waste, animal

waste, roots, sewage sludge, stumps and treated wood of any kind. The acceptable Yard Waste may vary depending on the Rules of the Designated Compost Yard.

III. Model Contract General Terms and Conditions

A.	Contract Term.	The term	of this	Contract	shall be	as follows:
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1.	Initial Contract Term. The initial Contract	Term of this	Contract sha	all
-	be five (5) years commencing on	, 20 8	and ending o	n
	, 20			

- 2. Extension of the Initial Contract Term. The Initial Contract Term may be extended for one (1) additional five (5)-year Contract Term if requested by Township in writing nine (9) months prior to the expiration date of the initial Contact Term and agreed to by Contractor in writing and said writing is executed by Township and Contractor.
- 3. Contract Reopener. In order to discuss and resolve, by way of written Contract amendment(s), issues relating to Contractor performance and service issues under this Contract, Township shall have the right, but not the obligation, to reopen the Contract two (2) times during each five (5)-year Contract Term. The reopener process shall start with the Township providing a written notice to the Contractor requesting the reopener and stating the basis of the reopener with respect to an ongoing service issue(s). Contractor and the Township agree to schedule and conduct a meeting within thirty (30) days of any reopener request. Nothing in this provision prevents or restricts Township from raising disputes or service issues without using the Contract Reopener process. This provision does not impact or restrict other procedures in this Contract including the Termination process and the Dispute Resolution process.

B. Termination of Contract by Township.

1. <u>Termination</u>. Township may initiate a termination process of this Contract prior to the then current expiration date upon thirty (30) Calendar Days written notice to the Contractor if one or more of the following termination issues has occurred:

- a. The Contractor has failed or refuses to fulfill its obligations in a timely and proper manner in accordance with this Contract.
- The Contractor has failed or refuses to perform any material covenants, agreements, terms or obligations set forth in this Contract.
- c. The Contractor has ceased conducting business in a normal course by reason of insolvency or bankruptcy, whether voluntary or involuntary.
- d. The Contractor has assigned, delegated or subcontracted services under this Contract without the prior written consent of the Township in accordance with this Contract.
- 2. Process for Termination. Township shall provide written notice to the Contractor specifying the issue or issues. The Contractor shall have ten (10) Calendar Days to cure the alleged issue. If the Contractor promptly undertakes reasonable actions to cure the issue and diligently pursues same to the satisfaction of Township, there shall be no termination, unless the Contractor defaults in its performance on a repeated basis. In such event, the Township may terminate this Contract without further written notice, at its sole discretion and without any additional opportunity to cure.

After the event of an issue which is not cured by Contractor as provided above, Township thereafter may terminate this Contract by written notice of termination by Township sent by certified mail, return receipt requested, to the Contractor as provided herein. Upon such termination, Township may, in its discretion, require the Contractor to continue performance of this Contract for a period up to an additional ninety (90) Calendar Days after the Notice to Terminate in order to facilitate Township's selection and use of a replacement contractor. The Contractor agrees to acknowledges this right of Township to request and receive continued services as set forth herein. If Township utilizes the Contractor for these additional services, it shall pay the Contractor at the rates then provided for in this Contract.

After the event of an issue which is not cured by Contractor as provided above, the Contractor shall be liable to Township for any damages Township sustains by virtue of the Contractor's breach, and any reasonable costs Township incurs enforcing or attempting to enforce this Contract, including reasonable attorney and expert fees.

- C. Termination of Contract by Contractor. The Contractor may terminate this Contract by providing 180 Calendar Days written notice to Township of Contractor's intent to terminate. Contractor agrees to fully perform all of the services required under this Contract from the date of its notice to terminate to the expiration of 180 Calendar Days. Upon any such notice to terminate, Contractor agrees to provide Township with all pertinent records, studies, evaluations or other documents prepared by Contractor since the Effective Date and relating, in any way, to this Contract, the Contract Waste and the services provided under this Contract. Contractor and Township agree that all terms and provisions of this Contract shall be in full force and effect during the 180 Calendar Day termination period. Township and Contractor may, by a written and executed document, shorten or lengthen the 180 Calendar Day termination period.
- D. Most Favored Nations. Township and the Contractor agree and acknowledge that this Contract is a "best pricing" Contract. Best pricing, in this Contract, means Township shall, throughout any Contract Term of the Contract, be entitled to any lower pricing that Contractor provides to another like kind municipality (directly or as part of an organized authority) that is set forth in a contract, or a contract extension, for any term of three (3) years or more. This applies only to another contract that is for "like kind services" which shall mean services for trash, yard waste, and recyclables by way of collection by carts to a customer of 3,000 Residential Service Units or more. Contractor agrees to provide written notice to Township of any such lower contract pricing as outlined in this provision. The only result of this provision is to effectuate lower pricing in favor of Township than those initially set forth in the Contract as of the Effective Date.
- E. Representations of the Contractor. Contractor represents, pledges and warrants the following as of the Effective Date and these Representations of the Contractor shall survive until any Termination of this Contract or any conclusion of this Contract.
 - The Contractor represents and warrants it shall comply with all federal, state, county and local laws, rules and regulations (including OSHA, CERCLA, RCRA and SARA) and all other applicable water, land and air pollution laws with respect to Contract Waste, and the performance of its obligations under this Contract.
 - 2. The Contractor represents and warrants it shall have and maintain all applicable governmental licenses and permits necessary to conduct the services required under this Contract.

- 3. The Contractor represents and warrants this Contract constitutes a valid, binding and enforceable obligation of Contractor deemed to be mutually drafted and with adequate consideration.
- 4. The Contractor represents and warrants that it is, and shall remain throughout any Contract Term, financially able and capable of carrying out all of the requirements and its obligations under this Contract.
- 5. The Contractor represents and warrants that, by the authorization of its Board of Directors or its other legal equivalent, the Contractor has adopted a valid resolution authorizing entry into this Contract with Township under the terms set forth herein.
- 6. The Contractor represents and warrants that it has provided the entity identified below with the actual legal authority to sign this Contract on behalf of Contractor and to fully and completely bind the Contractor.
- Compliance with Applicable Laws. Contractor, during any Contract Term, shall comply with all Applicable Laws. Additionally, Contractor 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 Conversation 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.
- G. <u>Insurance Requirements for the Contractor</u>. The Contractor shall not commence any services under this Contract until evidence of the required insurance coverages have been secured by the Contractor and provided to Township. All insurance coverages shall be placed with insurance

companies licensed and authorized to do business in the State of Michigan and with insurance carriers acceptable to Township. During any Contract Term, at the Contractor's sole cost and expense, the Contractor shall maintain the following insurances coverages and shall comply fully with the provisions set forth below. Nothing in this provision prohibits or restricts the Contractor from obtaining additional forms of insurance or higher coverage amounts than those set forth herein.

1. Worker's Compensation

Amount Not Less Than: Michigan Statutory minimum

2. Employer's Liability

\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident

3. Commercial General Liability Insurance (Broad Form Comprehensive, Contractual Liability, Independent Contracts Coverage) \$1,000,000.00 each occurrence \$2,000,000.00 aggregate

4. Products and Completed aggregate Operations Liability

\$2,000.000.00

5. Automobile Liability Insurance limit for (covering all owned, hired and bodily injury and property damage non-owned vehicles with personal protection insurance, including residual liability insurance under Michigan no fault insurance law)

\$1,000,000.00 combined single

6. Excess Umbrella Liability \$5.000,000.00 each occurrence

- 7. 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 investigations, cleanup costs and cover gradual and sudden pollution. Coverage shall contain a per contract aggregate endorsement.
- Additional Insured: The commercial general liability insurance 8. policy, pollution liability insurance policy, and motor vehicle liability insurance policy shall include an endorsement naming the "Van Buren Charter Township" as an additional insured. include all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers of the Township. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the Township and shall provide blanket contractual liability insurance for all written contracts. Should any work be contracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.
- 9. Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Pollution Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to the Township In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the Township in writing."

If any of the above coverages expire during the term of the Contract, the Contractor shall deliver renewal certificates and/or policies to Township at

least ten (10) days prior to the expiration date. The Contractor shall provide to Township, upon written request, a certified copy of any insurance policy required under this Contract.

- 10. Proof of Insurance Coverage: At the time of the Effective Date, the Contractor shall provide Township with a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice is acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if requested, by Township.
- H. Independent Contractor Status. No provision of this Contract shall be construed as creating or implying an employer-employee relationship between the Contractor and Township. It is agreed that Contractor is an "independent contractor" as that phrase is defined and interpreted, as of the Effective Date and during any Contract Term, by controlling State law or by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits of any kind not otherwise specified in this Contract
- I. <u>Licenses</u>. Contractor shall obtain, at or before the Effective Date, at its own expense, any and all licenses and/or permits required by any Federal, State or Local governments or agencies necessary to operate the equipment and perform the work and services required by this Contract. Any and all employees and authorized subcontractors of the Contractor shall be properly trained and shall 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 the services under this Contract. Township has the right to inspect any and all licenses and all Contractor training documents during any Contract Term.
- J. Employees. Contractor shall take reasonable and customary precautions in the selection of its employees and authorized subcontractors assigned to do work under this Contract to ensure their honesty, courtesy, abilities and fitness. All of Contractor's employees shall wear Contractor required uniforms and Contractor issued identification. Adequate supervision and adequate training shall be furnished by the Contractor over employees and authorized subcontractors at all times. Contractor agrees to reassign any employee or subcontractor who is violating this provision or any other provision of this Contract. No person under the age of sixteen (16) years shall be employed or engaged to perform services under this Contract. No person whose age or physical condition is such to make such person's

employment dangerous to his/her health or safety or to the health or safety of others shall be employed to perform services under this Contract, provided that this shall not operate against the employment of physically challenged persons otherwise employable where such persons may be safely assigned to work which they are able to perform.

- 1. <u>Nondiscrimination Against Persons with Disabilities</u>. Contractor agrees that it shall 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.
- Elliott-Larsen Civil Rights Act. Contractor agrees that it 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.
- 3. Non-Employment. Nothing in this Contract shall create, or be interpreted to create, any employer/employee relationship of any kind between Township and the Contractor's employees or Contractor's authorized subcontractors. Contractor agrees to defend, indemnify and hold Township harmless from and against any claims or allegations, labor related or otherwise, that arise from this provision governing employees and subcontractor.
- Contractor Payment of Taxes. The Contractor shall be solely responsible for the following taxes and tax related payments and obligations:
 - a. Payment of wages to its employees in compliance with all Local, Federal and State laws.
 - b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Contractor under Local, State and Federal law.
 - c. Payment of all applicable Local, State and Federal taxes, charges or permit fees, whether in force as of the Effective Date or subsequently enacted during any Term.

- d. Payment of any and all taxes, charges, surcharges or other fees and costs related to the equipment and property of the Contractor.
- e. The Contractor shall indemnify and hold Township harmless from all claims arising from the foregoing payment obligations of the Contractor.
- f. Contractor acknowledges and agrees Township is a governmental unit and as such is exempt from payment of all State and Federal taxes. Township agrees to provide Contractor a copy of Township's tax exempt status document upon request.
- 5. <u>Employee Qualification, Payment and Accident Prevention</u>. All persons employed by the Contractor shall be competent, skilled, properly trained and qualified in the performance of the services to which they are assigned to perform under this Contract.
- 6. <u>Civil Infractions</u>. Contractor will be solely responsible, financially and otherwise, for any traffic tickets or other municipal infractions incurred by Contractor's drivers or Contractor's employees and subcontractors.

K. <u>Performance Guarantees</u>.

- 1. <u>Performance Bond</u>. The Contractor shall furnish, at its own expense, prior to the Effective Date, a Performance Bond in the amount of \$1,000,000.00.
- 2. Form of Bonds. Any Performance Bond shall be with an insurance company or surety licensed and admitted to do business in the State of Michigan.
- 3. <u>Disclosure</u>. The Contractor agrees to provide a valid and binding copy of the then current and binding Performance Bond to Township annually or within three (3) Business Days of any request made by the Township.

L. Indemnity and Title to Contract Waste.

1. Responsibility for Contract Waste. Contractor shall be responsible for all Contract Waste managed by the Contractor under this Contract. Title to the Contract Waste under this Contract shall pass

- to the Contractor when the Contract Waste is placed in Contractor's collection vehicle.
- Waiver. The Contractor, for itself, its successors and assigns, releases, waives, discharges and covenants not to sue Township, its officers, employees, agents and elected officials from and against any and all actions or causes of action, claims, suits, demands, liabilities, loss, damage or expense of any 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 by contractor of any service(s) under this Contract, however caused.
- 3. Indemnity. To the fullest extent allowed by the then applicable law, Contractor expressly agrees to indemnify, defend and hold Township, its officers, employees, agents and elected officials harmless against all Losses, (as defined above), 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 Contractor's collection, transportation or disposal of Contract Waste, based upon any negligent act or omission of Contractor or any employee, subcontractor or other person acting on Contractor's behalf in connection with or incident to this Contract.
- 4. <u>Survival of Indemnity</u>. Contractor's obligation to indemnify, hold harmless and defend the Township as set forth herein shall survive the expiration or termination of this Contract. By entering into this Contract, the parties do not waive any immunities otherwise provided by any law.
- M. Assignment. This Contract shall not be assigned, delegated or subcontracted by the Contractor to any other person or entity without the prior written consent of Township. 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 shall be considered to be an assignment governed by this provision. Notwithstanding anything to the contrary in this Contract, the Township's written consent will not be required if the Contractor assigns this Contract to an Affiliate of Contractor. "Affiliate" shall mean, with respect to this Contract, any other entity that directly, or indirectly through one or more

intermediaries' controls, is controlled by, or is under common legal control with the Contractor

- N. Modification. This Contract, or any terms hereof, may not be changed, waived, discharged, amended or terminated, absent an agreement in writing executed by Township and the Contractor.
- O. <u>Uncontrollable Event</u>. Any failure or delay in performance under this Contract by either party due to an "Uncontrollable Event" shall not constitute a breach or default of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such Uncontrollable Event and for a reasonable time thereafter.

An Uncontrollable Event shall mean any act, event or condition occurring during any Term of this Contract that has had, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both 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 natural act, landslide, lightning, earthquake, fire, explosion, flood, nuclear radiation, acts of a 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;
- 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 under this Contract, provided however, that such event shall not be the result of the willful or negligent action or inaction of the party relying thereon;
- 3. The loss of or inability to obtain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for operation of the facilities required under this Contract if such loss or inability is not the

result of the willful or negligent action or inaction of the Contractor; and

- 4. 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 management of Contract Waste under this Contract; and
- 5. A national, state or local health event wherein there is a written, authorized and published government declaration that prevents the services under this Contract from being lawfully conducted.
- P. Records and Access to Records. The Contractor shall maintain full and complete operation and service records related to all services conducted by Contractor under this Contract. The service records shall include, at a minimum, the following:
 - 1. The Residential Units to whom a service was provided.
 - 2. A log of complaints and resolutions for all services provided under this Contract.
 - 3. A log of missed collections and responses.
 - 4. A description of any vehicle accidents or infractions.
 - 5. A listing of all accounts having a change of service during the month.
 - 6. Weights and/or volumes of garbage, recyclable materials and yard waste collected by commodity and where these items were transported to for lawful disposal or lawful management under this Contract.
 - 7. The Township has the right to share all Contract generated data and records with the Township auditors and the Township Legal Counsel.
- Q. <u>Information Deemed Important</u>. Contractor acknowledges and accepts that the volume of all Contract Waste is important data to Township.

Those volumes shall be maintained by the Contractor and shall be available at all times to the Township to prepare trend reports and analyses. The Township shall have the right to share this data with the Township's authorized Legal counsel and auditors.

- R. <u>Meeting Attendance</u>. Upon request and notice made by Township to Contractor, Contractor's Management Representative shall attend any requested meeting of the Township Board.
- S. Governing Law. This Contract is made in and shall be governed by the laws of the State of Michigan. This Contract shall be deemed to be mutually drafted by Township and the Contractor for all legal purposes.
- T. <u>Cumulative Remedies</u>. No right, power or remedy conferred upon or reserved to 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.
- U. <u>Dispute Resolution</u>. Notwithstanding anything contained in this Contract to the contrary, and notwithstanding any other dispute or default remedy process or procedure provided for in this Contract, if there is a dispute concerning the right of either party to terminate this Contract <u>or</u> a dispute concerning any aspect of this Contract, Township and the Contractor shall continue to perform their respective obligations as if this Contract were in full and complete effect and both parties' rights shall continue in effect until such dispute is resolved and any appeals permitted in this Contract are exhausted. Any dispute or controversy between the parties with respect to the interpretation or application of any provision of this Contract or the performance by Contractor or Township of their respective obligations hereunder, or otherwise arising out of the Contract (collectively, "Dispute") shall be resolved as provided herein.
- 1. <u>Performance During Disputes</u>: Township and Contractor shall continue to perform all of their obligations under the Contract during the full pendency of any Dispute.
- 2. <u>Informal Dispute Resolution</u>: Township and Contractor shall first attempt to resolve any Dispute, informally, by negotiating in good faith in an effort to resolve the Dispute. Proposals and information exchanged during the informal proceedings described in this Section between the parties shall be privileged, confidential and without prejudice to a party's

legal position in any formal proceedings going forward. All such proposals and information, as well as any conduct during such proceedings, shall be considered settlement discussions and proposals, and shall be inadmissible in any subsequent proceedings.

- 3. Arbitration: Any Dispute not resolved within thirty (30) Calendar Days of the submission of the Dispute shall be settled by binding and statutory arbitration in the Wayne County, Michigan area before the American Arbitration Association and in accordance with its then existing Commercial Arbitration Rules (the "Rules"). Each party shall pay its own attorneys' fees and one-half of the other arbitration costs (arbitrator, court reporter, copies, etc.). An arbitration decision or ruling shall be binding and final.
- 4. <u>Injunctive Relief and Venue</u>: Notwithstanding anything in this provision, either party may request a court of competent jurisdiction to grant injunctive relief to such party until an arbitrator can decide the matter in question. Any action between the parties arising from this Contract shall be maintained in the appropriate Michigan Courts, subject to the statutory requirements for venue and jurisdiction.
- 5. <u>No Consequential or Punitive Damages</u>: In no event shall either party be liable to the other or obligated in any manner to pay to the other, any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.
- V. No Third-Party Beneficiary. No entity or person involved with, working with or associated with the Contractor under this Contract, during the RFP process and during any Contract Term, shall be deemed to be an express, implied or direct beneficiary of this Contract or any portion, term, section or provision of this Contract. Contractor agrees to defend, indemnify and hold Township harmless from and against any such claim, suit, demand or obligation.
- W. Change In Law. Contractor and Township shall provide notice to the other upon receiving a notice concerning a Change In Law as defined herein. If there is, in fact, a defined Change In Law, Township and Contractor agree to meet and discuss any Contract changes that are required to address the Change In Law. Any dispute about the implication or the impact of a

Change In Law shall be managed and resolved consistent with the Dispute Resolution process set forth herein.

- X. <u>Waiver</u>. Any failure of Contractor or Township to insist upon strict compliance with any of the terms, covenants, or conditions of this Contract shall not be deemed a waiver of any term, covenant, or condition. No delay or omission on the part of the Contractor or Township in exercising any right shall operate as a waiver of such right or any other right. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time. The Contractor or Township shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed both parties.
- Y. Notices. Any notice required in this Contract shall be made to the other party as follows:

To: Township	
Attention:	
To: Contractor	
Attention:	

IV. <u>Model Contract Operational Provisions</u>

- A. <u>Service Hours</u>. Contractor shall provide Contract Waste services under this Contract only from 6:00 a.m. to 7:00 p.m. No services under this Contract shall be conducted by the Contractor before and after the hours set forth herein unless such services are authorized, in advance, by Township
- B. <u>Collection Route Management</u>. The Contractor shall be responsible for the management and supervision of all collection Routes for the Contract Waste and other services governed by this Contract.
- The Contractor shall initiate and complete all Routes on the scheduled collection day and within the service hours set forth herein. The Contractor shall collect, transport, and manage all Contract Waste from each Residential Unit regardless of the volume of such waste. (Yard Waste is limited to 30 bags or 30 containers per collection day.)
- 2. The Contractor shall not use collection vehicles that are, by age or otherwise, unnecessarily noisy and violate any Township noise control ordinances.
- The Contractor shall collect, retrieve, and capture any blown or loose Contract Waste and add it to the Collection for transport and management under this Contract at no additional cost. Contractor shall, at Contractor's sole expense, maintain equipment to collect, retrieve and capture spilled or loose Contract Waste on any scheduled route.
- Contractor shall, at the request of Township, wash down any road or portion of any road determined by Township to be impacted by Contract Waste odor at no extra cost.
- 5. The Contractor shall ensure that any cart used by any Residential Unit is completely emptied on the scheduled collection day. The Contractor shall be responsible for any damage to any cart caused by the Contractor in conducting any services under this Contract. Any damage to any such cart shall result in the Contractor, at Contractor's sole expense, replacing the Cart within forty-eight (48) hours.

- 6. Contractor shall be solely and fully responsible for any damage to any Residential Unit property caused by the Contractor and shall hold harmless and indemnify, in full, the Township from and against any such claims, suits, or demands.
- 7. Contractor shall ensure, with internal directives, policies and/or training, that all of Contractor's employees conducting services under this Contract avoid loud and/or profane language while performing services under this Contract.
- 8. The Routes and collection days shall be established by Township prior to the Commencement Date. Any changes shall be approved by Township in writing. Contractor may request a change by providing sixty (60) days' notice of a requested change. Under all circumstances, all Contract Waste on any route shall be collected, transported and managed on the same scheduled day.
- Contractor shall immediately notify Township if any road condition makes it impossible to reach, access and provide services under this Contract to any Residential Unit.
- 10. Township shall notify Contractor if Township is made aware of any Road closure or other infrastructure work that prohibits Contractor conducting the services required by this Contract. The Contractor shall, upon such notice, provide a safe and efficient alternative to complete the services at no extra cost to Township.
- 11. Contractor may contact Township for an extension of Route completion if local weather conditions make it unsafe and not practical to complete the then scheduled services under this Contract. Such approvals shall not be unreasonably withheld by the Township.
- C. <u>Emergency Contact For Contractor</u>. Contractor shall provide Township with the name, office telephone number, cellular telephone number, and E-mail for an Emergency Contact that Township may contact for any emergency involving any aspect of the Services under this Contract. This Emergency Contact information shall, at all times, be current and accurate. It shall be the responsibility of the Contractor to ensure this information is current and accurate at all times.

D. Complaint Procedures.

- Contractor shall use a defined reporting system to report to the Township all situations that prevent, delay or disrupt any required services under this Contract. The Township shall provide the office/person designated to receive such complaints prior to the Commencement Date.
- For service Complaints received by Township, Township will first consult and review the Complaint with the Contractor and determine if adequate information is available to resolve the complaint. Unless directed otherwise, the Township shall transmit all Complaints to the Contractors "Emergency Contact" as defined herein.
- 3. For service Complaints received by Contractor by 5:00 pm on a Business Day, Contractor will return to the impacted location and collect the properly prepared Contractor Waste. For service Complaints that are received after 5:00 pm on a Business Day, Contractor will have until the end of the following business day to collect the properly prepared Contract Waste.
- 4. In the event Contractor believes any Complaint to be without merit (e.g., late set outs or improperpreparation), Contractor shall notify Township. Township, if appropriate, 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 (liquidated damages) until they have been determined to be valid by Township.

V. <u>Model Contract Description of Services</u>

- A. <u>General Description of Contract Waste Services</u>. Contractor shall provide services for all Contract Waste from each Residential Unit as defined herein. This includes the collection of Refuse/Trash, including Bulky Waste/White Goods Waste. This includes Recyclables collection and processing. This includes Yard Waste collection. This includes all "other services" as defined herein.
- B. Residential Units. Contractor shall provide services to each Residential Unit. As of the Commencement Date, the Residential Units will be provided to the Contractor by the Township. After the first full year of the Contract Term, the listing of the serviced Residential Units will be provided by Township to Contractor annually by January 15 to govern the services under this Contract for that next Calendar Year. Township has the exclusive and sole right to modify the Residential Unit count for purposes of services under this Contract. Notwithstanding this annual setting of the Residential Units on each January 15, at any time during any Calendar Year under this Contract, Township shall notify Contractor of any new Residential Unit and Contractor shall, within 24 hours, establish services under this Contract to that Residential Unit.
- C. <u>Change In Services</u>. The following shall apply to any change in Contract services under this Contract.
 - 1. Only the Township can initiate and change the scope of the Contract services.
 - Changes to the Contract services may include adding or deleting services or increasing or decreasing the frequency of the Contract services provided under this Contract. These changes shall be at the sole discretion of the Township.
 - 3. The Contractor shall not modify, in any way, any pricing due to any change in Contract service made by Township unless approved in writing by Township prior to any such pricing change.

VI. Model Contract Pricing and Billing Provisions

- A. Contract Waste services and all "other services" under this Contract, as conducted by the Contractor, shall be governed and bound by the pricing and rate schedule set forth herein. No other rates or pricing shall apply to any services under this Contract.
- B. The Contractor shall submit to Township and Acceptable Invoice no later than the tenth Calendar Day of the calendar month following the prior month of services. Any invoice not received by Township from Contractor consistent with the timing set forth herein shall be paid by Township to Contractor in Township's next scheduled payment cycle. Any invoice submitted by Contractor to Township that is not an Acceptable Invoice and not resolved by the tenth Calendar Day, shall also be paid by Township to Contractor in Township's next scheduled payment cycle.
- C. Township may, at its option, notify Contractor that Township shall receive the Contractor's invoices by electronic mail. Township shall designate the applicable e-mail addresses for this provision.
- D. Contractors Invoice shall accurately set forth the services provided under the Contract to Residential Units and other services as set forth herein.
- E. The Recyclables Revenue Sharing required to be paid by Contractor to Township shall be paid quarterly during each calendar year under this Contract and shall show all of the data necessary to calculate the amount consistent with the approved Recyclables Revenue Sharing Formula.

D. DETAILS ON SCOPE OF SERVICES FOR RFP RESPONSE

- A. <u>Trash/Refuse</u>. Contractor shall collect and transport Trash/Refuse to the defined Disposal Facility. This service shall be year-round, weekly and Curbside for all Residential Units. <u>For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.</u>
 - 1. <u>Bulky Waste/White Goods Waste</u>. Contractor shall collect, transport and dispose of Bulky Waste/White Goods Waste at the designated Disposal Facility. Each Residential Unit may set out Curbside one (1) Bulky Waste/White Goods Waste item per week on the same day scheduled for Trash/Refuse collection. If any item of Bulky Waste/White Goods Waste is determined by Contractor to require more than one (1) Contractor employee to load for collection, that item shall be rescheduled and collected within 48 hours of the original scheduled collection day. Any Residential Unit may schedule an additional Bulky Waste / White Goods Waste pick-up separate from the Trash / Refuse collection day at a separate cost as set forth herein.
 - 2. Improperly Set Out Trash/Refuse Or Bulky Waste/White Goods Waste. Contractor shall affix to any non-conforming set out a sticker or tag approved by Township stating the reason for the non-collection. Contractor shall notify Township if any scheduled collection is not made. Should Township determine the Trash/Refuse/Bulky Waste/White Goods Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect the Trash/Refuse/Bulky Waste/White Goods Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collection to document properly and improperly set out materials under this provision.

- **B.** Recyclables. Contractor shall provide year round weekly or EOW Curbside single stream Recyclables collection for processing management to the identified Residential Units that receive this service. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.
 - 1. <u>Suitable Recyclables Container</u>. Recyclables shall be placed Curbside in a cart.
 - Recyclable Revenue Sharing. Contractor shall participate in a Recyclables Revenue Sharing program. Any Recyclables Revenue Sharing shall be subject to and capable of being audited for accuracy and accountability upon request by Township. Contractor shall establish the Audit process and shall be solely responsible for all costs of the Audit Process.
 - 3. <u>Improper Set Out Of Recyclables</u>. Contractor shall affix to any non-conforming set out a sticker approved by Township stating the reason for the non-collection and Contractor shall notify Township if collection is not made. Should Township determine the Recyclables to be collectible in the manner set out, Contractor shall promptly return to the Residential Unit and shall collect the Recyclables at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collections to document properly and improperly set out Recyclables.

- C. Yard Waste. Contractor shall collect and transport Yard Waste from each Residential Unit to the designated facility. This service shall be from April of each Calendar year through the end of the second full week of December of each Calendar year. Each Residential Unit receiving Yard Waste Services under this Contract shall place all Yard Waste in properly labeled and suitable containers or degradable paper bags Curbside. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.
 - 1. Suitable Container for Yard Waste Collection. Yard Waste shall be placed in a container made of rigid plastic or metal, with handles, and between twenty (20) to thirty five (35) gallons in size clearly marked with a "Yard Waste" sticker, or in degradable paper bags manufactured for the purpose of yard and leaf collection, and meeting all other set-out requirements. No plastic bags are allowed for Yard Waste. Each container and its contents, shall not weigh more than fifty (50) pounds each. There shall be a limit of 30 bags or containers per collection day per Residential Unit.
 - 2. Improper Set Out Of Yard Waste. Contractor shall affix to any non-conforming set out a sticker approved by Township stating the reason for the non-collection and Contractor shall notify Township if collection is not made. Should Township determine the Yard Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect the Yard Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collection to help document properly and improperly set out materials.
 - 3. Christmas Trees. Contractor, as part of the Yard Waste Services and without any additional costs, shall collect from all Residential Units discarded Christmas Trees that have no ropes, lights, metal, plastic or other inorganic material affixed to them, provided the Christmas Tree is placed Curbside. This service shall be provided by the Contractor from Christmas Day through the end of January of each Calendar Year during this Contract. Any Christmas Tree collected shall be managed as yard waste.

D. Other Services.

- 1. Township Dumpsters and Rolloffs. Contractor, as requested by Township, shall provide the delivery and collection services for yard dumpsters for Refuse/Trash and Recyclables and for twenty (20) yd and thirty (30) yd roll off containers for the same services. Costs for such services shall be charged directly to Township as a separate cost item. As of the Commencement Date, a Schedule of such services is at Exhibit _____. This Schedule may be modified or terminated by Township at any time. Any services under this provision shall be subject to the rates and pricing at Exhibit ____.
- 2. Township Dumpsters and Rolloffs for Special Events and Festivals. The Township may request, and Contractor shall provide, dumpsters for festivals, special waste collection days or other events. Contractor, when notified of a request, shall provide dumpster delivery and dumpster collection. The request may include dumpsters for Trash/Refuse or Recyclables, or both. The dumpsters requested may include two (2), four (4) or eight (8) yards of capacity. Any services under this provision shall be subject to the rate and pricing at Exhibit _____.
- 3. Township On-Call Services. Contractor shall collect and deliver to the designated Disposal Facility all materials collected from "on-call" sites that TOWNSHIP identifies which may include collection of Refuse/Trash from litter abatement enforcement (illegal dumping and evictions), weather related damages, and similar circumstances. Such "On-Call" services shall be completed by Contractor within 48 hours of electronic notice from TOWNSHIP requesting such service. Contractor shall itemize these On Call services and shall invoice those services using the pricing and rates set forth at Exhibit _____.
- 4. <u>Side Door Services</u>. There may be eligible households on the collection routes that are occupied by individuals who have been determined by TOWNSHIP to be unable to move Contract Waste to Curbside. These Residential Units shall be provided side door service by the Contractor, as part of the regularly scheduled collection, and at the pricing provided for other Residential Units under this Contract. The Contractor shall bring the container(s) to the curb and return the container(s) to the location where it was originally placed. Township shall provide to Contractor, as of the Commencement Date, a schedule of all Side Door Services and the

schedule shall be updated by Township by January 15 of each Calendar Year.

E. DETAILS ON CARTS FOR RFP PROCESS AND RFP RESPONSE PREPARATION

For Contract Waste collection services by Contractor herein, the following shall apply:

- 1. For purposes of carts used for Trash/Refuse and Recycling collections, the Contractor shall, as requested by the Township, provide, maintain, and replace carts as needed, including in the event of claims of stolen or missing carts. The Contractor shall be responsible for providing, during any Term of this Contract, original and replacement carts as required matching the specifications of the carts with regards to construction, warranty, and labeling. The Trash/Refuse and Recyclables carts will each have an Township approved color and Township approved printing and labeling as "Trash" and "Recycling" carts. Township approved instructions shall be provided and attached to each cart with instructions for cart use and care and relevant refuse and recycling program information that Township will assist in developing with the Contractor.
- Contractor shall be responsible for ordering carts, taking delivery of carts, assembly and delivering carts to the applicable Residential Units. Contractor shall provide a real time online accessible database of all distributed carts including cart model, cart serial number, address delivered to and RFID code (if applicable).
- Contractor shall be responsible for visual inspection of the carts and reporting any concerns about any cart to Township throughout any Term of this Contract.
- 4. Carts shall be standard ninety-six (96) gallon capacity for both Trash/Refuse and Recyclables. Contractor shall allow Residential Units an opportunity, before initial cart distribution, to opt out of the ninety-six (96) gallon cart for smaller sixty-four (64) and/or thirty-two (32) gallon carts for either Trash/Refuse or Recyclables or for both. In addition, a six (6) month amnesty period will be provided after the Commencement Date of the Contract or initial delivery of the carts, whichever is later, for Residential Units to request a cart switch as outlined herein without a cost to the Residential Unit. After that six (6) month time period as defined herein, the Contractor may charge a switching cost as defined herein. The registry of adjusted cart orders will be provided to the Contractor prior to cart ordering.

- All carts requested under this Contract shall be manufactured to 5. the specifications used by the Contractor for their own cart programs with regards to design and construction of the container body, lid, hinges, handles, wheels and axles. Labeling and identification shall be the responsibility of the Contractor but shall be subject to prior approval by Township. Contractor shall ensure that there is a cart warranty for no less than twelve (12) full years of coverage on the cart body, and ten (10) full years of coverage on all other cart components. The warranty must specifically provide for no-cost replacement of any component parts which fail in materials of workmanship for the above stated time periods, beginning at the date of original purchase by the Contractor. The Contractor shall keep an inventory of sufficient replacement carts as well as cart replacement parts, and shall update Township, upon request, of the status of that inventory. Contractor shall perform deliveries, repairs and exchanges of such equipment in a timely manner. Contractor shall maintain the cart storage site which shall include keeping an accurate and up to date cart inventory to meet the service demands of this Contract. Contractor shall receive all shipments of carts, and shall log them into the cart inventory on a timely basis.
- The Contractor will provide new carts to all additional Residential Units added to the Contract at any time during the Term of this Contract. Delivery shall also include appropriate educational material as reviewed and approved by Township.
- 7. The Contractor shall provide an on-going cart maintenance program that completes repairs or replacements within forty-eight (48) hours of a request made by Township.
- 8. The Contractor shall obtain, use and fully maintain an asset tracking software to track all Trash/Refuse and Recyclables carts distributed and all carts exchanged during the Contract Term. The software must manage cart inventories, cart repairs, cart deliveries, cart switches and other service requests in the field in order to maintain an accurate account database for all carts. This database shall be the foundation for tracking participation in the Recyclables Collection process. This software will maintain the proper code/serial number for each address and, when the changes are made, the updated information will be sent in electronic format to both Township and, if applicable, any recycling participation

incentive system provided by the Contractor under this Contract. The Contractor shall make this database available to any recycling participation incentive program provider as directed.

- Contractor shall provide additional curbside carts to Residential Units for Curbside Trash/Refuse and Recyclables collection in accordance with the following:
 - a) Residential Units shall have the option to make a one-time payment for an additional ninety-six (96) or sixty-four (64) gallon cart at the prices/rates set forth herein.
 - b) After the amnesty provision, Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for Trash/Refuse with a sixty-four (64) gallon cart. These carts must include the appropriate tracking equipment. The costs of this exchange shall be at the prices/rates set forth herein.
 - c) After the amnesty provision Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for recyclables with a sixty-four (64) gallon cart. The Costs of this exchange shall be at the prices/rates set forth herein.
- 10. Contractor shall be responsible for loss or damage of any approved cart caused by their employees in the course of performance of their work and/or due to lift mechanism or packing blade and shall fix or replace damaged carts at Contractor's sole cost.
- 11. Contractor shall be responsible for removing all carts at the conclusion of the contract.

F. CONTRACT TRANSITION

During the time period between the Effective Date and the Commencement Date, Contractor agrees to meet with Township to conduct a Contract Transition that is intended to ensure the following:

- 1. That the Contract Waste Services set forth in this Contract are understood and acknowledged.
- 2. That any "Other Services" set forth in this Contract are understood and acknowledged.
- 3. That the pricing and rates for all services under this Contract are understood and acknowledged.
- 4. That the Residential Units serviced by this Contract and the Services to be provided are understood and acknowledged.
- That the established collection routes and days of services are identified, acknowledged and understood.
- That any and all initial cart requirements are identified, acknowledged and understood.

G. EVALUATION AND SELECTION CRITERIA

The evaluation shall include, but may not be limited to, the following:

- 1. Responders pricing;
- 2. Responders agreement to the Model Contract terms and conditions;
- 3. Responders verified experience and know how;
- 4. Responders references;
- 5. Responders commitment to best technology and best pricing; and
- 6. Responders presentation of a recyclables revenue sharing formula.

A. Monthly cost per Residential Unit for trash collection and transportation to:			
	Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184		
	Pricing: \$	_/Month	
B. Monthly cost per Resid	lential Unit for yard w	vaste collection and transportation to:	
	Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184		
	Pricing: \$	_/Month	
C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.			
	Pricing: \$ Pricing: \$	_/Month (Weekly) _/Month (EOW)	
D. Monthly cost for dump	sters and roll offs for	trash and recyclables collection.	
	Pricing: \$ Pricing: \$ Pricing: \$ Pricing: \$ Pricing: \$	_/Month for 2 yard capacity _/Month for 4 yard capacity _/Month for 8 yard capacity _/Month for 20 yard capacity _/Month for 30 yard capacity	
E. Hourly cost for Towns	hip on-call services.		
	Pricing: \$	_/Hour	
F. Recyclables revenue s	sharing formula to be	e calculated and paid quarterly.	
G. Carts, original and rep	placement carts.		
	Pricing: \$ Pricing: \$ Pricing: \$	_/96 Gallon Cart _/64 Gallon Cart _/32 Gallon Cart	

A. Monthly cost per Reside	ntial Unit for trash	collection and transportation to:
	Woodland Meadov 5900 Hannan Roa Wayne, Michigan	d
l	Pricing: \$	_/Month
B. Monthly cost per Resider	ntial Unit for yard v	vaste collection and transportation to:
	Woodland Meadov 5900 Hannan Roa Wayne, Michigan	d
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C. Monthly cost per Reside identified MRF.	ential Unit for recyc	clables collection and management to an
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D. Monthly cost for dumpste	ers and roll offs for	trash and recyclables collection.
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E. Hourly cost for Township	on-call services.	
F	Pricing: \$	_/Hour
F. Recyclables revenue share	ring formula to be	calculated and paid quarterly.
G. Carts, original and replac	ement carts.	
F	Pricing: \$ Pricing: \$ Pricing: \$	/64 Gallon Cart

A. Monthly cost per Residential Unit for trash collection and transportation to:			
	Woodland Meadov 5900 Hannan Roa Wayne, Michigan	d	
	Pricing: \$	_/Month	
B. Monthly cost per Resid	ential Unit for yard	waste collection and transportation to:	
	Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184		
	Pricing: \$	_/Month	
C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.			
	Pricing: \$ Pricing: \$	_/Month (Weekly) _/Month (EOW)	
D. Monthly cost for dump	sters and roll offs fo	r trash and recyclables collection.	
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E. Hourly cost for Townsh	nip on-call services.		
	Pricing: \$	/Hour	
F. Recyclables revenue s	sharing formula to b	e calculated and paid quarterly.	
G. Carts, original and rep	lacement carts.		
	Pricing: \$	/96 Gallon Cart /64 Gallon Cart /32 Gallon Cart	

A. Monthly cost per Resid	dential Unit for trash	collection and transportation to:
	Woodland Meado 5900 Hannan Roa Wayne, Michigan	ad
	Pricing: \$	_/Month
B. Monthly cost per Resid	lential Unit for yard	waste collection and transportation to:
	Woodland Meado 5900 Hannan Roa Wayne, Michigan	ad
	Pricing: \$	_/Month
C. Monthly cost per Residentified MRF.	dential Unit for recy	clables collection and management to an
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D. Monthly cost for dumps	sters and roll offs for	trash and recyclables collection.
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E. Hourly cost for Townsh	ip on-call services.	
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F. Recyclables revenue sh	naring formula to be	calculated and paid quarterly.
G. Carts, original and repla	acement carts.	
	Pricing: \$ Pricing: \$ Pricing: \$	_/96 Gallon Cart _/64 Gallon Cart _/32 Gallon Cart

A. Monthly cost per Residential Unit for trash collection and transportation to:			
	Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184		
	Pricing: \$/Month		
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C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.			
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A. Monthly cost per Resid	dential Unit for trash	collection and transportation to:
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B. Monthly cost per Resid	lential Unit for yard	waste collection and transportation to:
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F. Recyclables revenue sh	naring formula to be	calculated and paid quarterly.
G. Carts, original and repla	acement carts.	
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A. Monthly cost per Residential Unit for trash collection and transportation to:			
	Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184		
	Pricing: \$/Month		
B. Monthly cost per Resid	ential Unit for yard waste collection and transportation to:		
	Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184		
	Pricing: \$/Month		
C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.			
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D. Monthly cost for dumps	sters and roll offs for trash and recyclables collection.		
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E. Hourly cost for Townsh	nip on-call services.		
	Pricing: \$/Hour		
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G. Carts, original and rep	lacement carts.		
	Pricing: \$/96 Gallon Cart Pricing: \$/64 Gallon Cart Pricing: \$/32 Gallon Cart		

A. Monthly cost per Residential Unit for trash collection and transportation to:			
	Woodland Meado 5900 Hannan Roa Wayne, Michigan	ad	
	Pricing: \$	_/Month	
B. Monthly cost per Resid	lential Unit for yard	waste collection and transportation to:	
	Woodland Meado 5900 Hannan Roa Wayne, Michigan	ad	
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E. Hourly cost for Township on-call services.			
	Pricing: \$	_/Hour	
F. Recyclables revenue sh	naring formula to be	calculated and paid quarterly.	
G. Carts, original and repla	acement carts.		
	Pricing: \$ Pricing: \$ Pricing: \$	_/96 Gallon Cart _/64 Gallon Cart _/32 Gallon Cart	

A. Monthly cost per Reside	ential Unit for trash c	ollection and transportation to:
	Woodland Meadow 5900 Hannan Road Wayne, Michigan 4	1
	Pricing: \$	_/Month
B. Monthly cost per Resid	ential Unit for yard w	aste collection and transportation to:
	Woodland Meadow 5900 Hannan Road Wayne, Michigan 4	d
	Pricing: \$	_/Month
C. Monthly cost per Residentified MRF.	dential Unit for recyc	slables collection and management to an
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Pric	cing: \$	_/Month	
B. Monthly cost per Residentia	l Unit for yard v	vaste collection and transportation to:	
Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184			
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D. Monthly cost for dumpsters a	and roll offs for	trash and recyclables collection.	
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E. Hourly cost for Township on-	-call services.		
Pric	ing: \$	_/Hour	
F. Recyclables revenue sharing	g formula to be	calculated and paid quarterly.	
G. Carts, original and replacem	ent carts.		
Prici	ing: \$	_/96 Gallon Cart _/64 Gallon Cart _/32 Gallon Cart	

I. MODEL CONTRACT TERMS AND CONDITIONS

EXCEPTION FORM

Term/Condition	Exception	Proposed Language
		a

J. CHECKLIST OF INFORMATION REQUIRED BY ANY ENTITY SUBMITTING AN RFP RESPONSE

1	accountant tha	at the respon	ding	or executed letter from a certified public entity has the financial ability to perform n of the contract proposed.
		Submitted		Not Submitted
2.	2. A description of the Contract Conditions.	of the Respon services as	der': outli	s experience and know how in performing ned in the Model Contract Terms and
		Submitted		Not Submitted
3.	B. Names, emails within similar s contract or con	services are c	urre	ormation for five (5) municipal accounts ntly conducted by the Responder under a
		Submitted		Not Submitted
4.	. A Bid Bond.			
		Submitted		Not Submitted
5.	. A listing of Mod language.	del Contract la	ngu	age exceptions with proposed substitute
		Submitted		Not Submitted
6.	. A Recyclables	Revenue Sha	ring	Formula.
		Submitted		Not Submitted
7.	. Proposed pricir	ng for ten (10)	con	secutive years.
		Submitted		Not Submitted
8.	. The identification recyclables.	on and locatio	n of	a proposed MRF to manage collected
		Submitted		Not Submitted



Best Service and Technology in Solid Waste Collection for Van Buren Charter Township



Response to Request for Proposal

Van Buren Charter Township Solid Waste Collection Services

Ref # 0000309181 Solicitation # 2023-01

PRESENTED TO:

Leon Wright, Township Clerk Van Buren Charter Township 46425 Tyler Road Van Buren Township, MI 48111

SUBMITTED BY:

Glen Miller, CEO, and Jeff Rizzo, COO, Titan National

DATE:

March 6, 2023

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Section 1: Bid Summary

1.1 Transmittal Letter with Certification Signature

March 6, 2023

Leon Wright, Township Clerk Van Buren Charter Township 46425 Tyler Road Van Buren Township, MI 48111

Reference: Van Buren Charter Township Solid Waste Collection Services

Dear Mr. Wright:

Titan National understands how important the value of high-quality service is when providing municipal residential waste collection. As a company with over 100 years of combined experience in its management team, Titan knows that every community is different and takes the time and effort needed to make each resident it services feel appreciated.

Titan combines traditional values with the integration of the highest technology available for next level customer service. This includes app-based customer portals with real-time alerts and the ability to report missed or late-set pickups and special pickup requests. The integration of GPS tracking and on-board video in every truck allows Titan to detect issues as they happen, giving us more efficiency when addressing problems and maintaining regular service. No other service provider provides this level of technology to enhance service delivery.

Titan is committed to provide exceptional service through:

- Depth of experience: Having serviced dozens of communities throughout Wayne County and Southeast Michigan, our Titan management knows your community and environment to keep your neighborhoods clean.
- Integration of technology: Our *Titan Citizen Responder* system puts the power of your residents right in their own hands. A central hub to pay a bill, verify service schedules, order a special pickup, and file a complaint (and receive an actual response) all in real-time on one unified platform.
- Reliability of Service: Decades of experience has taught the Titan team that just because things are new, doesn't mean they don't break. Our commitment to keeping a well-maintained fleet is historically proven with a previous up-and-running record of 98.7%.

The following proposal provides detail on why Titan National should be the unequivocal choice for service when it come to your community. If awarded the contract for your township, Titan is prepared to accept the provided in the Model Contract Terms and Conditions without exception.

As a founding member of Titan National, I will appreciate the opportunity to serve your community.

Best Regards,

Jeff Rizzo, COO of Titan National

1.2 Introduction to Bid

Titan National's management team, with decades of experience in servicing Municipal Solid Waste (MSW), recycling and transportation, has read and reviewed the Scope of Work and understands the services to be provided.

Titan National has undertaken studies to determine optimal cost for each of the base and optional areas of work outlined in this request for proposal and is committed to perform the requested work in accordance the requirements as outlined in the RFP.

A Description of how the proposed services will be provided begins with the selection of the equipment which may include acquisition of trucking equipment from the city in sufficient quantity to perform the work that is awarded to Titan National. Titan National will purchase sufficient quantities of new trucks to perform the work, and commensurate with this contract, no trucks will be used that are greater than 5 years old.

1.3 Bid Bond

In lieu of a bid bond, a certified check in the amount of \$62,500 payable to the township will be presented with this bid proposal.

1.4 Letter from Surety regarding Performance Bond

Attached as **Appendix A** of this proposal.

1.5 Municipal References

A listing of municipal references and letters of recommendation are attached as **Appendices B** and **C** of this proposal.

Section 2: Technical Bid

2.1 Services Summary

Titan National has read and reviewed the Scope of Work and understands the services to be provided and has experience in each area of work.

- Trash/Refuse
 - 5-day pickup schedule (except holidays) offered year-round for curbside, side-door, dumpster, and roll-off service. Trash will be taken to Woodland Meadows RDF for disposal, per the RFP
- Recycling service
 - Year-round weekly (End of Week) pickup schedule (except holidays) curbside recycling program. This is inclusive of a recycling revenue sharing program.
- Yard waste
 - 39 week/year residential service delivered to an approved composting site. Residents are limited to 30 bags or containers for pickup. Yard waste will be taken to Woodland Meadows RDF for disposal, per the RFP
- Bulky Waste/While Goods Waste
 - Titan will pick up and appropriately dispose of all bulk items during its regularly scheduled routes. While households are limited to one item of this nature per week, Titan is willing to pick up an unlimited amount of bulk waste on a weekly basis.

- Duties surrounding other events
 - As the Township specifies, Titan will provide specific or one-time services to accommodate special events, festivals, and other on-call services throughout the Township on an annual basis.

2.2 Collection Operations Plan

Titan National has conducted cost studies on each of the areas of work and developed the costs for all basic and optional services to be provided. The company's plan is as follows.

Vehicle Collection Schedule Information

Titan National will run a 5-day week schedule beginning on Monday and ending on Friday (except in the event of holidays).

Titan intends to maintain the current Monday through Friday pickup schedule. This is done in order to maintain a level of consistent and familiar service for the Township's residents.

Vehicle and Container Maintenance Program

A description of how the proposed services will be provided begins with the selection of the equipment which may include acquisition of trucking equipment in sufficient quantity to perform the work that is awarded to Titan. Titan will purchase or lease the required quantities of new trucks to perform the work.

In accordance with Titan National policy, each driver will have the responsibility to care for the truck that is assigned and to handle daily maintenance. This will include all aspects of maintenance such as tire pressures, fuel and oil levels, hydraulic hose integrity, cleanliness of the interior and exterior of the machine assigned, and to know when to call for assistance for maintenance on the truck that is outside the daily regular maintenance which will be handled in the Titan National maintenance shop, or in the case of specialized major maintenance (i.e., engine or power train components) these will be sent to an area truck repair specialist.

Drivers are trained and instructed on identifying damaged and worn-out curbside bins, front-load, and roll off dumpsters during their daily routes. Titan has systems in place to be able to report identified issues in real-time, and will assess and repair or replace containers as needed.

Staffing Requirements, Including Physical and Substances Abuse Testing Requirements

Employees hired to perform duties to provide services for this contract will be hired via the Titan National personnel office and undergo appropriate background checks within legal guidelines. Titan National will also provide training needed to assure quality people who will have expertise and take pride in their work, a core tenant of Titan's values. Driver physical and drug testing in compliance with DOT requirements are mandatory to obtain and retain licensing and employment. Titan National is an equal opportunity employer.

A temporary Route Superintendent will be drawn from the existing Titan National work force to assure that a qualified person(s) with ample experience in management of the work that is being performed is in place during the transition period. That person will be given ready backup from Titan National's management to make sure that the work progresses in a satisfactory manner. It is believed that as the work continues, and the transition is complete, that the temporary Route Superintendent will be retracted and replaced with a permanent Route Superintendent who has received on the job training during the transition period.

Office and Operations Yard Location

All Titan National facilities and maintenance and repair shops will be always made available to the project to assure that a high standard is maintained with respect to equipment care and management and personnel matters.

Hazardous Waste Management Protocols

Titan National's employees are trained to identify potential hazards, recognize danger, evaluate risk, control the situation pursuant to OSHA guidelines. Most importantly, the goal is always to prevent hazards from occurring. These guidelines are not only a part of the orientation of every Titan employee, but information which is posted throughout the offices and service garages are a daily reminder to stay vigilant against any potentially hazardous situations.

Health And Safety Management Procedures

Titan National health and safety procedures fall in line with OSHA guidelines. Drivers, mechanics, and all staff are provided the necessary equipment to safely perform their daily responsibilities. This includes high-visibility vests, protective eye and headwear, gloves, breathing apparatus, and any other ancillary safety item required for the job.

As a result of COVID-19, Titan is committed to provide personal protective equipment to all workers and ensure its proper use. As a part of regular educational efforts, workers are also trained to use personal protective equipment to know:

- When it is necessary
- What kind is necessary
- How to properly put it on, adjust, wear, and remove
- The limitations of the equipment
- Proper care, maintenance, useful life, and disposal of the equipment

If PPE is to be used, Titan makes PPE available for all workers that may be exposed to occupational and environmental hazards.

2.3 RFP Response Pricing Form - Years 1 through 10

The pricing forms are attached as **Appendix D** of this proposal.

2.4 Company Overview

Jeff Rizzo, Chief Operating Officer (COO) and founder of Titan National (Federal Employee Identification Number 82-0869819), has a long career of leadership and growth in the waste management, recycling, and trucking industry since 1996, when he joined the Rizzo Environmental Services. Jeff brought back his signature team atmosphere, and his hands-on approach nurtures an environment of employee engagement focused on quality service and growth.

Under Jeff's leadership, Rizzo Environmental grew to service over 65 communities in SE Michigan, providing reliable services to over a million households weekly. After selling those operations to a larger publicly traded company, he started Titan National.

Jeff has assembled a new A-team under Titan National, to bring back the kind of reliable and affordable services customers can rely on.

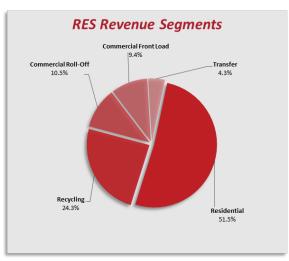
The company now serves communities in the southeastern Michigan area with waste collection and disposal, and in many of these communities, also provides service to businesses and factories.

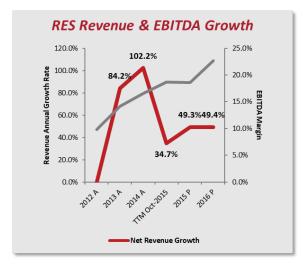
Additionally, Jeff Rizzo has successfully negotiated the acquisition of a residential collection company based in Oakland County that services over 22,000 residential customers. These assets and resources will be fully engaged with Titan National's vast resources at the time this contract will take effect.

2.5 Relevant Experience

2.5.1 Experience Summary

Prior to starting Titan Trucking, Jeff Rizzo was a COO of Rizzo Environmental Services ("RES"), a vertically integrated waste management services company. RES expanded from a municipal/residential waste collection company to eventually including recycling facilities and waste transfer stations. The robust revenue and EBITDA growth, with diversification into additional revenue streams, made RES a market leader in Southeast Michigan servicing over 20,000 commercial accounts and over 1,000,000 homes per week in 2015. RES' impressive track record of winning municipal contracts, expanding the commercial roll-off and front-load division's footprint, and completing accretive acquisitions enabled the company to deliver exponential revenue growth along with impressive margins. RES' fundamental years as a servicer of municipal contracts regarding distribution of revenue segments, growth and profitability, and coverage area are summarized in the following charts.







2.5.2 Timeline of the Titan Management Team

- The 2000s were an evolutionary period for RES, fueled by acquisitions, contract awards, and divestitures. Beginning in 2002, after years of experience with its trucks and customers, RES acquired its first of many companies, Able Disposal, a roll-off waste company generating approximately \$1.2 million in revenue. The following year, RES acquired IMC, a roll-off trucking company, generating \$4.0 million in revenue.
- In 2004, RES was awarded its first residential contract serving the City of Hamtramck and shortly thereafter landed four additional residential contracts in 2005. It was 2007 when RES made the strategic decision to divest of its front-load and roll-off commercial business to Waste Management, which accounted for approximately \$20 million of revenue, freeing RES to focus solely on the more profitable residential and municipal contracts that had experienced aggressive top-line growth.
- From September 2008 through September 2012, RES recorded consecutive monthly profitability
 while developing the people, strategies and brand recognition needed to become a leading waste
 management company.
- In 2012, a unique private equity firm, Kinderhook Industries, acquired RES and formed a vital partnership with Management. Kinderhook's resources and support enabled RES to acquire Richfield Equities, securing the Warren Transfer Station, a ten-year contract, and eight new municipal contracts. A year after Kinderhook entered as RES's financial partner, the RES acquired Royal Oak Recycling, one of the largest recyclers of paper, plastic, and metal materials in the Midwest, which added over \$20 million in revenue. Additionally, RES was awarded five new municipal contracts and doubled the commercial roll-off and front load divisions.









VAN BUREN CHARTER TOWNSHIP

Request for Proposals

Solid Waste Collection Services



Prepared for:

Van Buren Charter Township Clerk's Office 46425 Tyler Road Van Buren Township, Michigan 48111

Prepared by:

Sam Caramagno Director of Municipal Affairs

GFL Environmental USA Inc. 26999 Central Park Blvd, Suite 200, Southfield, Michigan 48076

T. 734.812.5732

E. scaramagno@gflenv.com

March 6, 2023



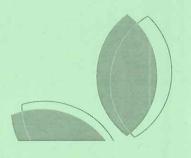
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- > Tab 11. Bid Form
- > Tab 12. Addenda
 - Addendum No. 1 01/31/2023 02:23 PM EST
 - Addendum No. 2 02/17/2023 12:54 AM EST





> Tab 1. Cover letter Bid Certification







March 6, 2023

Ron Akers Director of Municipal Services Charter Township of Van Buren 46425 Tyler Road Van Buren Township, MI 48111

RE: Solid Waste Collection Services - Request for Proposals

Dear Mr. Akers,

On Behalf of GFL Environmental USA Inc., we would like to thank you for the opportunity to participate in the bidding and selection process for the Van Bruren Township RFP – Recycling, Yard Waste, and Solid Waste Collection, Transportation and Recycle Processing Services.

Our Bid Proposal is for the five (5) year Solid Waste Program beginning July 1, 2023, and ending December 31, 2027, with a To Be Negotiated option to renew for an additional five-year period upon mutual consent by both parties. All residential pricing submitted by GFL is firm for the time period requested in the Van Buren Township bid document, one hundred eighty (180) days, from the bid opening for the purpose of reviewing results and investigating qualifications of proposers prior to making an award.

Our bid guarantee in the amount of (5) five percent is also included and can be found under Tab # 2 of our submittal. GFL Environmental USA Inc further acknowledges that we have received all addendum(s) / questions and clarifications from Van Buren Township and can be found under Tab # 12 of our submittal.

Information about GFL and the management team has been submitted in order to emphasize the capability of our company. A company History of Residential Solid Waste Management Experience is enclosed that contains a generic description of the scope of basic services that are provided to many communities in Southeast Michigan.

Each of the items specified in the Van Buren Township bid document have been reviewed by our senior management team at GFL, addressed accordingly and included in our proposal. A letter from our bonding company is also included acknowledging that the required Performance Bond will be issued to the Township should GFL be awarded the solid waste contract. Finally, we have included an acknowledgement from our insurance company which signifies that the insurance requirements will be met as required by the bid documents. Both documents can be found under Tab # 2 of our submittal.

GFL currently provides residential household solid waste, yard waste, recycling and bulk waste collection services to over eighty (80) Southeast Michigan communities, approximately 1,000,000 households per week. GFL services many communities that are in close proximity to Van Buren Township, such as Canton Township, Superior Township, Redford Township.







GFL will adhere to the Townships current (5) day collection schedule as requested. Upon award of the solid waste program to GFL, we will coordinate with the township Township transition team to make sure all participating units within the new solid waste program are verified. This will assure a safe, efficient and seamless transition from the current service provider to the new single hauler program. Also, as a leader in the environmental and solid waste services industry we continue to monitor regulations to reduce emissions and research alternative fuels that are environmentally friendly.

These are a few of the personalized benefits that a leader in the Waste Industry can provide a community like Hamburg Township. As in other communities, GFL has the capability to assist residents with special needs if necessary. Also, in accordance with Federal Regulations

The following person is authorized to represent GFL Environmental USA Inc:

Mr. Sam Caramagno

Email: scaramagno@gflenv.com

Phone: 734.812.5732

This proposal clearly demonstrates GFL's understanding and experiences of the RFP and the scope of Services request. GFL looks forward to answering any questions regarding this proposal and

Sincerely,

Lou Berardicurti, Area Vice President - Michigan & Indiana

GFL Environmental USA Inc.





February 21, 2023

Van Buren Charter Township Wayne County, Michigan

Dear Sir/Madam:

Re: Request for Proposal for Waste Collection Contract ("RFP")

Please accept this as a letter of authorization permitting any one of Lou Berardicurti, Area Vice President – Michigan & Indiana or Rick Vannan, Regional Vice President, to execute and deliver to Van Buren Charter Township a bid and all related documents for the RFP on behalf of GFL Environmental USA Inc.

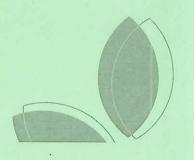
If you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

Mindy Gilbert Secretary



> Tab 2. Bid Bond, Performance Bond Acknowledgment, & Insurance Checklist



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE GF	L Environmental USA, Inc.
26999 Central Park Blvd., Suite 200, Southfield, MI 48076	
as Principal, hereinafter called the Principal, and <u>Harco Na</u>	ational Insurance Company
4200 Six Forks Road, Suite 1400, Raleigh, NC 27609	
a corporation duly organized under the laws of the State of	<u>IL</u>
as Surety, hereinafter called the Surety, are held and firmly	bound unto Van Buren Charter Township
464	25 Tyler Road, Van Buren, MI 48111
as Obligee, hereinafter called the Obligee, in the sum of	Five Percent of Amount Bid
	Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the executors, administrators, successors and assigns, jointly a	ne said Principal and the said Surety, bind ourselves, our heirs,
WHEREAS, the Principal has submitted a bid for Curbside	e Cart Collection Services for Residential Trash and Yard Waste
and Curbside Cart Collection and Management Services for	Residential Recyclables
the Obligee in accordance with the terms of such bid, and Contract Documents with good and sufficient surety for to payment of labor and materials furnished in the prosecution such Contract and give such bond or bonds, if the Principenalty hereof between the amount specified in said bid and	the Principal and the Principal shall enter into a Contract with give such bond or bonds as may be specified in the bidding or the faithful performance of such Contract and for the prompt in thereof, or in the event of the failure of the Principal to enter ipal shall pay to the Obligee the difference not to exceed the nd such larger amount for which the Obligee may in good faith y said bid, then this obligation shall be null and void, otherwise
Signed and sealed this 27th day of	February , 2023
(Witness) KAREN LOUISE ZYNDA Notary Public, State of Michigan County of Macomb	GFL Environmental USA, Inc. (Principal) (Seal) By EN POLICIPAL (Seal) LOW BERAPOLICUAT: AREAVE MICHIGANA INLIANA
My Commission Expires 09-18-2020 Acting in the County of MCC SEAL 8	Harco National Insurance Company
Acting in the County of Interest SEAL)8	(Surety) (Seal)
Bonnie T. Atnip (Witness)	By: Micole W. Colley
VIII ()	Attorney-in-Fact Nicole M. Colley (Title)
	Surety Phone No. 704-927-7127

POWER OF ATTORNEY

HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd. Suite 1400, Raleigh, NC 27609

Bond #	Bid Bond	
Principal	GFL Environmental USA, Inc.	
Obligee	Van Buren Charter Township	

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Nicole M. Colley

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

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

> IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2021.



On this 31st day of

STATE OF NEW JERSEY County of Essex

said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

December, 2021

STATE OF ILLINOIS County of Cook

1984

Kenneth Chapman

Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the



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

Shirelle A. Outley a Notary Public of New Jersey My Commission Expires April 4, 2023

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of February, 2023

Irene Martins, Assistant Secretary

Harco National Insurance Company

Consent of Surety

Van Buren Charter Township 46425 Tyler Road Van Buren, MI 48111

RE: GFL Environmental USA Inc.

The Harco National Insurance Company, herein referred to as Surety, a corporation organized and existing under the laws of the State of Illinois and duly authorized to transact business in the State of Michigan, hereby agrees that if the contract for Curbside Cart Collection Services for Residential Trash and Yard Waste and Curbside Cart Collection and Management Services for Residential Recyclables, for which the accompanying proposal is made, be awarded to GFL Environmental USA Inc., the Surety will furnish a performance bond in an amount as set forth in the terms of the contract.

Signed, sealed, and dated this 27th day of February, 2023.

Harco National Insurance Company

Nicole M. Colley, Attorney-in-Fact

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond#	Consent of Surety
Principal	GFL Environmental USA, Inc.
Obligee	Van Buren Charter Township

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Nicole M. Colley

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

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STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

On this 31st day of December, 2021 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



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

Shirelle A. Outley a Notary Public of New Jersey (

My Commission Expires April 4, 2023

CERTIFICATION

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IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of February, 2023

Irene Martins, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

tino objetitorio acco ner come.		Lacytron	
PRODUCER		CONTACT NAME: RISK MANAGEMENT NE	
NFP Property & Casualty Servic 45 Executive Drive, Plainview, N	NY 11803	PHONE (A/C, No, Ext); 516-327-2700 FAX (A/C, No); 516-327	7-2800
NFP Canada Corp*184 Front Sti		E-MAIL ADDRESS: RiskCerts@nfp.com	
Toronto ON M5A 4N3		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Ironshore Specialty Insurance Company	25445
INSURED	GLFENV	INSURER B: National Union Fire Insurance Company of Pittsburg	19445
GFL Environmental Holdings (US) and its subsidiaries	S), Inc	INSURER C : Chubb Insurance Company of Canada	
3301 Benson Drive - Suite 601		INSURER D : AIU Insurance Company	19399
Raleigh NC 27609		INSURER E: Underwriters Lloyds London	32727
		INSURER F:	
COVERACEO	OFFICIONATE NUMBER, 044544700	DEVICION NUMBER.	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
В	X COMMERCIAL GENERAL LIABILITY	Υ		6882279	6/1/2022	6/1/2023	EACH OCCURRENCE DAMAGE TO RENTED	\$ 4,400,000 \$ 1,000,000
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 4,400,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 20,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 4,400,000
	X OTHER: Loc/Project Agg					***************************************	Loc/Project Agg	\$ 4,400,000
3	AUTOMOBILE LIABILITY	Υ		9767485 (AOS) 9767484 (VA)	6/1/2022 6/1/2022	6/1/2023 6/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 4,400,000
	X ANY AUTO			9767484 (VA)	0/1/2022	0/1/2023	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	7,0,000							\$
С	X UMBRELLA LIAB X OCCUR			XBC602852*	6/1/2022	6/1/2023	EACH OCCURRENCE	\$ 7,500,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 7,500,000
	DED X RETENTION\$ 10,000						Limits shown in CND\$	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC35901818 (AOS) WC35901819 (CA)	6/1/2022 6/1/2022	6/1/2023 6/1/2023	X PER OTH- STATUTE ER	
= 1	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A		WC35901819 (CA) WC35901820 (WI)	6/1/2022	6/1/2023	E.L. EACH ACCIDENT	\$ 5,000,000
l	(Mandatory in NH)	14/7					E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
A E	Contractors Pollution Equipment Including Leased/Rented			ICELLUW00121214 UP2205227	6/1/2022 6/1/2022	6/1/2023 6/1/2023	Each Incident/Agg Limit Per Occurrence	\$20,000,000 SELF INSURED
bres	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	EC (A	COBD	484 Additional Damarks Schodula may be	attached if more	enace is reculr	od)	

CERTIF	ICATE	HOL	DER
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GFL Environmental USA Inc. 26999 Central Park Blvd, Suite 200, Southfield, MI 48076

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GFL NAMED INSURED CERTIFICATE ATTACHMENT

GFL EVIRONMENTAL HOLDINGS (US), INC.

American Waste Transfer Station, LLC

American Waste, Inc.

Baldwin Pontiac LLC

County Recycling, LLC

County Waste of Fredericksburg, LLC

County Waste of Pennsylvania, LLC

County Waste of Virginia, LLC

County Waste Southwest Virginia, LLC

County Waste, LLC

CWV Holdco, Inc.

EMA Development, LLC

GFL Earth Services, Inc.

GFL Environmental Real Property, Inc.

GFL Environmental Recycling Services LLC

GFL Environmental Services USA, Inc.

GFL Environmental USA Inc.

GFL Environmental USA Roll-Off Inc.

GFL Holdco (US), LLC

GFL North Michigan Landfill, LLC

GFL Slim Jim 2, LLC

GFL Slim Jim 3, LLC

Green Ridge Recycling and Disposal Facility, LLC

Hazar Bestos Corporation

J&E Recycling, LLC

Mead Holdings, LLC

North Andrews Employment Park, LLC

Northeastern Environmental, LLC

Northeastern Exploration, Inc.

Northern A-1 Industrial Services, L.L.C

Soil Safe of California, Inc.

Soil Safe, Inc.

South Andrews Employment Park, LLC

Spare Lots, LLC

SWD Specialties, LLC

WCA Waste Corporation

Wexford County Landfill, LLC

Wexford Water Technologies LLC

Wrangler Holdco Corp.

Coulter Companies, Inc.

PDC Services, Inc.

Area Disposal Service, Inc.

Wigand Disposal Company

ADS Missouri Inc.

Coulter Construction Company

PDC Technical Services, Inc.

PDC Landfills, Inc.

GFL EVIRONMENTAL HOLDINGS (US), INC. (Continued)

Tazewell County Landfill, Inc.

Peoria Disposal Company

Peoria City County Landfill, Inc.

Coulter Properties, Inc.

Area Landfills Inc.

Hickory Ridge Landfill, Inc.

Clinton Landfill, Inc.

Area Recycling, Inc.

Pink Trash Company Inc. dba Potomac Disposal

WASTE INDUSTRIES USA, LLC.

Alpine Disposal, Inc.

Bestway Recycling, Inc.

Black Creek Renewable Energy, LLC

ETC of Georgia, LLC

Five Part Development, LLC

GFL Everglades Holdings LLC

Haw River LandCo, LLC

L&L Disposal, LLC

Lakeway LandCo, LLC

Lakeway Sanitation & Recycling C&D, LLC

Lakeway Sanitation & Recycling MSW, LLC

Laurens County Landfill, LLC

Mountain States Packaging, LLC

Ponderosa LandCo, LLC

Red Rock Disposal, LLC

S&S Enterprises of Mississippi, LLC

Safeguard Landfill Management, LLC

Sampson County Disposal, LLC

Southeastern Disposal, LLC

Transwaste Services, LLC

Wake County Disposal, LLC

Wake Reclamation, LLC

Waste Industries Atlanta, LLC

Waste Industries of Delaware, LLC

Waste Industries of Maryland, LLC

Waste Industries of Pennsylvania, LLC

Waste Industries of Tennessee, LLC

Waste Industries USA, LLC

Waste Industries, LLC

Waste Services of Decatur, LLC

WI Burnt Poplar Transfer, LLC

WI High Point Landfill, LLC

WI Shiloh Landfill, LLC

WI Taylor County Disposal, LLC

Wilmington LandCo, LLC

Wimberly Hill, LLC

GFL NAMED INSURED CERTIFICATE ATTACHMENT

WCA WASTE SYSTEMS, INC.

6ish Holdings, Inc.

American Waste, LLC

Eagle Ridge Landfill, LLC

Emerald Waste Services, LLC

EWS Central Florida Hauling, LLC

Fort Bend Regional Landfill, L.P.

Freedom Waste Service, LLC

Grace Disposal Systems, L.L.C.

Jones Sanitation, L.L.C.

N.E. Land Fill, LLC

Pauls Valley Landfil, LLC

Royal Disposal and Recycle, LLC

Ruffino Hills Transfer Station, L.P.

Sooner Waste, LLC

Sunbelt Leasing Enterprises, LLC

Sunshine Recycling, Inc.

Town & Country Disposal Solid Waste Transfer Station, LLC

Town & Country Recycling, LLC

Town and Country Disposal of Western Missouri, LLC

Transit Waste, LLC

TransLift, LLC

TRex Auto Auction, LLC

V.F. Waste Services, LLC

Waste Corporation of Arkansas, LLC

Waste Corporation of Kansas, LLC

Waste Corporation of Missouri, LLC (WCA of Missouri, LLC)

Waste Corporation of Tennessee, LLC

Waste Corporation of Texas, L.P.

WCA - Kansas City Transfer, LLC

WCA Cares, Inc.

WCA Management Company, LP

WCA Management General, Inc.

WCA Management Limited, Inc.

WCA of Alabama, L.L.C.

WCA of Central Florida, Inc.

WCA of Chickasha, LLC

WCA of Florida, LLC

WCA of Oklahoma, LLC

WCA of St. Lucie, LLC

WCA Texas Management General, Inc.

WCA Waste Corporation

WCA Waste Systems, Inc.

WRH Gainesville Holdings, LLC

WRH Gainesville, LLC

WRH Orange City, LLC

GFL EVERGLADES HOLDINGS LLC

Advanced Disposal Services Zion Landfill, Inc.

Arbor Hills Landfill, Inc.

Chestnut Valley Landfill, LLC

Cobb County Transfer Station, LLC

Diller Transfer Station, LLC

Eagle Bluff Landfill, Inc.

Eagle Point Landfill, LLC

Emerald Park Landfill, LLC

GFL Illinois LLC

GFL Muskego LLC

GFL Pennsylvania LLC

GFL Solid Waste Midwest LLC

GFL Solid Waste Southeast LLC

Glacier Ridge Landfill, LLC

Greentree Landfill, LLC

Gwinnett Transfer Station, LLC

Hickory Meadows Landfill, LLC

Hoosier Landfill, Inc.

Land & Gas Reclamation, Inc.

Mallard Ridge Landfill, Inc.

Mobile Transfer Station, LLC

Montgomery Transfer Station, LLC

Mountainview Landfill, Inc.

Opelika Transfer Station, LLC

Renewable Energy - Eagle Point, LLC

Rolling Hills Landfill, Inc.

Sandy Run Landfill, LLC

Seven Mile Creek Landfill, LLC

Smyrna Transfer Station, LLC

Southern Alleghenies Landfill, Inc.

Stone's Throw Landfill, LLC

Tallassee Waste Disposal Center, Inc.

Turkey Trot Landfill, LLC

Welcome All Transfer Station, LLC

Containers by Reaves, LLC

Pine Hollow, Inc.

PH Land, LLC.

Reaves Wrecking Co. LLC.

Alabama Dumpster Service, L.L.C.

Rock N Bar D, LLC.

Great American Disposal of Wisconsin, LLC.

Wood Island Waste Management, Inc.

Great American Environmental Services Inc.

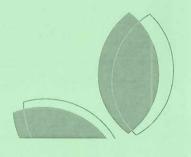
Pauls Industrial Garage Inc.

GFL NAMED INSURED CERTIFICATE ATTACHMENT GFL EVIRONMENTAL HOLDINGS (US), INC. (Continued)

Sprint Waste Services, LP
Sprint Fort Bend County Landfil, LP
Sprint Recycling Center-Northeast, LLC
Spring Montgomery County Landfil LP
Triple-S Compost LLC
Spring Waste of Texas, LP



> Tab 3. Pricing Forms & Checklist of Information Required



A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 17.70 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$\frac{\text{Included}}{\text{Month}}

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$\frac{\text{Included}}{\text{Month (Weekly)}}\$
Pricing: \$\frac{(1.00)}{\text{Month (EOW)}}

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$28.17 /Month for 2 yard capacity
Pricing: \$56.33 /Month for 4 yard capacity
Pricing: \$112.67 /Month for 8 yard capacity
Pricing: \$150.00 /Month for 20 yard capacity
Pricing: \$150.00 /Month for 30 yard capacity

* 2yd, 4yd, 8yd (1x per week service)

* 2ya, 4ya, 8ya (1x per week serv ** 20yd, 30yd per haul (On Call)

E. Hourly cost for Township on-call services.

Pricing: \$275.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.

 Please see attachment A
- G. Carts, original and replacement carts.

* Unit Rate includes (1) 95 Gallon Trash Cart & (1) 65 Gallon Recycle Cart. Below rates are for additional carts

Pricing: \$\frac{105.00}{95.00} \quad /96 Gallon Cart Pricing: \$\frac{95.00}{95.00} \quad /64 Gallon Cart Pricing: \$\frac{85.00}{32 Gallon Cart}

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$ Included /Additional Item (Bulk Item Sticker)

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 18.41 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$\frac{\text{Included}}{\text{Month}}

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$\frac{\text{Included}}{\text{Month (Weekly)}}\$
Pricing: \$\frac{(1.00)}{\text{Month (EOW)}}\$

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$29.29 /Month for 2 yard capacity
Pricing: \$58.59 /Month for 4 yard capacity
Pricing: \$117.17 /Month for 8 yard capacity
Pricing: \$155.00 /Month for 20 yard capacity
Pricing: \$155.00 /Month for 30 yard capacity

*2yd, 4yd, 8yd (1x per week service)

E. Hourly cost for Township on-call services.

ll services. ** 20yd, 30yd per haul (On Call)

Pricing: \$275.00 /Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

Please see attachment A

G. Carts, original and replacement carts.

* Unit Rate includes (1) 95 Gallon Trash Cart & (1) 65 Gallon Recycle Cart. Below rates are for additional carts

Pricing: \$105.00 /96 Gallon Cart Pricing: \$95.00 /64 Gallon Cart Pricing: \$85.00 /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$ Included / Additional Item (Bulk Item Sticker)

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$19.14 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$\frac{\text{Included}}{\text{Month}}

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$\frac{\text{Included}}{\text{Month (Weekly)}}\$
Pricing: \$\frac{(1.00)}{\text{Month (EOW)}}

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$30.47 /Month for 2 yard capacity
Pricing: \$60.93 /Month for 4 yard capacity
Pricing: \$121.86 /Month for 8 yard capacity
Pricing: \$160.00 /Month for 20 yard capacity
Pricing: \$160.00 /Month for 30 yard capacity

*2yd, 4yd, 8yd (1x per week service)

E. Hourly cost for Township on-call services. ** 20yd, 30yd per haul (On Call)

Pricing: \$275.00 /Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

Please see attachment A

G. Carts, original and replacement carts.

* Unit Rate includes (1) 95 Gallon Trash Cart & (1) 65 Gallon Recycle Cart. Below rates are for additional carts

Pricing: \$105.00 /96 Gallon Cart Pricing: \$95.00 /64 Gallon Cart Pricing: \$85.00 /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$ Included / Additional Item (Bulk Item Sticker)

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$_19.91__/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ Included/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$\frac{\text{Included}}{\text{Month (Weekly)}}\text{Pricing: \$\frac{(1.00)}{\text{Month (EOW)}}\text{}

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$31.68 /Month for 2 yard capacity
Pricing: \$63.37 /Month for 4 yard capacity
Pricing: \$126.73 /Month for 8 yard capacity
Pricing: \$165.00 /Month for 20 yard capacity
Pricing: \$165.00 /Month for 30 yard capacity

* 2yd, 4yd, 8yd (1x per week service)

** 20yd, 30yd per haul (On Call)

E. Hourly cost for Township on-call services.

Pricing: \$275.00 /Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

Please see attachment A

G. Carts, original and replacement carts.

* Unit Rate includes (1) 95 Gallon Trash Cart & (1) 65 Gallon Recycle Cart. Below rates are for additional carts

Pricing: \$\frac{105.00}{95.00} \quad /96 Gallon Cart
Pricing: \$\frac{95.00}{95.00} \quad /64 Gallon Cart
Pricing: \$\frac{85.00}{32 Gallon Cart}

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$Included /Additional Item (Bulk Item Sticker)

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 20.71 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ Included/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$\frac{\text{Included}}{\text{Included}} / \text{Month (Weekly)} Pricing: \$\frac{(1.00)}{\text{Month (EOW)}}

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$32.95 /Month for 2 yard capacity
Pricing: \$65.90 /Month for 4 yard capacity
Pricing: \$131.80 /Month for 8 yard capacity
Pricing: \$170.00 /Month for 20 yard capacity
Pricing: \$170.00 /Month for 30 yard capacity

* 2yd, 4yd, 8yd (1x per week service)

** 20yd, 30yd per haul (On Call)

E. Hourly cost for Township on-call services.

Pricing: \$275.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly.

 Please see attachment A
- G. Carts, original and replacement carts.

* Unit Rate includes (1) 95 Gallon Trash Cart & (1) 65 Gallon Recycle Cart. Below rates are for additional carts

Pricing: \$105.00 /96 Gallon Cart Pricing: \$95.00 /64 Gallon Cart Pricing: \$85.00 /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Pricing: \$\frac{\text{Included}}{\text{Additional Item (Bulk Item Sticker)}}

A. Monthly cost per Resider	ntial Unit for trash	collection and transportation to:
	Woodland Meadov	
	5900 Hannan Roa Wayne, Michigan 4	
	Pricing: \$	
B. Monthly cost per Residen	ntial Unit for yard v	vaste collection and transportation to:
5	Woodland Meadov 5900 Hannan Roa∉ Wayne, Michigan 4	d
F	Pricing: \$	_/Month
C. Monthly cost per Resider identified MRF.	ntial Unit for recyc	clables collection and management to an
F F	Pricing: \$ Pricing: \$	_/Month (Weekly) _/Month (EOW)
D. Monthly cost for dumpste	ers and roll offs for	trash and recyclables collection.
P P P	Pricing: \$ Pricing: \$ Pricing: \$	_/Month for 2 yard capacity _/Month for 4 yard capacity _/Month for 8 yard capacity _/Month for 20 yard capacity _/Month for 30 yard capacity
E. Hourly cost for Township	on-call services.	
i P	Pricing: \$	_/Hour
F. Recyclables revenue shar	ring formula to be	calculated and paid quarterly.
G. Carts, original and replace	ement carts.	
P	Pricing: \$ Pricing: \$ Pricing: \$	_/64 Gallon Cart
H. Cost for additional Bulky	Goods/White Goo	ods Collection over one (1) weekly
Pr	ricing: \$	/Additional Item (Bulk Item Sticker)

A. Monthly cost per Resid	ential Unit for trash	collection and transportation to:
	Woodland Meado 5900 Hannan Roa	
	Wayne, Michigan	
	Pricing: \$	_/Month
B. Monthly cost per Resid	ential Unit for yard	waste collection and transportation to:
	Woodland Meado 5900 Hannan Roa Wayne, Michigan	nd
	Pricing: \$	_/Month
C. Monthly cost per Residentified MRF.	lential Unit for recy	clables collection and management to an
	Pricing: \$ Pricing: \$	_/Month (Weekly) _/Month (EOW)
D. Monthly cost for dumps	ters and roll offs fo	r trash and recyclables collection.
	Pricing: \$Pricing: \$	_/Month for 8 yard capacity _/Month for 20 yard capacity
E. Hourly cost for Townshi	p on-call services.	
	Pricing: \$	_/Hour
F. Recyclables revenue sh	aring formula to be	calculated and paid quarterly.
G. Carts, original and repla	acement carts.	
	Pricing: \$ Pricing: \$ Pricing: \$	_/64 Gallon Cart
H. Cost for additional Bulk	ky Goods/White Go	ods Collection over one (1) weekly
	Pricing: \$	/Additional Item (Bulk Item Sticker)

A. Monthly cost per Residential Unit for trash collection and transportation to:				
	Woodland Meado 5900 Hannan Roa Wayne, Michigan	ad		
	Pricing: \$	_/Month		
B. Monthly cost per Resid	ential Unit for yard	waste collection and transportation to:		
	Woodland Meado 5900 Hannan Roa Wayne, Michigan	ad		
	Pricing: \$	_/Month		
C. Monthly cost per Residentified MRF.	dential Unit for recy	clables collection and management to an		
	Pricing: \$ Pricing: \$	_/Month (Weekly) _/Month (EOW)		
D. Monthly cost for dumps	sters and roll offs fo	r trash and recyclables collection.		
	Pricing: \$ Pricing: \$ Pricing: \$	_/Month for 2 yard capacity _/Month for 4 yard capacity _/Month for 8 yard capacity _/Month for 20 yard capacity _/Month for 30 yard capacity		
E. Hourly cost for Townsh	ip on-call services.			
	Pricing: \$	_/Hour		
F. Recyclables revenue sh	naring formula to be	e calculated and paid quarterly.		
G. Carts, original and repla	acement carts.			
	Pricing: \$ Pricing: \$ Pricing: \$	_/64 Gallon Cart		
H. Cost for additional Bull	ky Goods/White Go	ods Collection over one (1) weekly		
	Pricing: \$	/Additional Item (Bulk Item Sticker)		

A. Monthly cost per Resid	lential Unit for trash	collection and transportation to:
	Woodland Meado	
	5900 Hannan Roa	
	Wayne, Michigan	40104
	Pricing: \$	_/Month
B. Monthly cost per Resid	ential Unit for yard	waste collection and transportation to:
	Woodland Meado	ws Landfill
	5900 Hannan Roa	
	Wayne, Michigan	48184
	Pricing: \$	_/Month
C. Monthly cost per Residentified MRF.	dential Unit for recy	clables collection and management to an
	Pricing: \$	/Month (Weekly)
	Pricing: \$	_/Month (EOW) ´
D. Monthly cost for dumps	sters and roll offs fo	r trash and recyclables collection.
	Pricing: \$	_/Month for 2 yard capacity
	Pricing: \$	_/Month for 4 yard capacity _/Month for 8 yard capacity
	Pricing: \$	_/Month for 8 yard capacity
	Pricing: \$	_/ivionth for 20 yard capacity
	Pricing. \$	_/Month for 30 yard capacity
E. Hourly cost for Townsh	ip on-call services.	
	Pricing: \$	_/Hour
F. Recyclables revenue sh	naring formula to be	calculated and paid quarterly.
G. Carts, original and repla	acement carts.	
	Pricing: \$	/96 Gallon Cart
	Pricing: \$	/64 Gallon Cart
	Pricing: \$	_/32 Gallon Cart
H. Cost for additional Bull	ky Goods/White Go	ods Collection over one (1) weekly
	Pricing: \$	/Additional Item (Bulk Item Sticker)

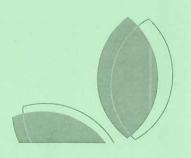
A. Monthly cost per Resid	lential Unit for trash	collection and transportation to:
	Woodland Meado 5900 Hannan Roa Wayne, Michigan	ad
	Pricing: \$	/Month
B. Monthly cost per Resid	ential Unit for yard	waste collection and transportation to:
	Woodland Meado 5900 Hannan Roa Wayne, Michigan	ad
	Pricing: \$	_/Month
C. Monthly cost per Resi identified MRF.	dential Unit for recy	_{/c} lables collection and management to an
	Pricing: \$ Pricing: \$	_/Month (Weekly) _/Month (EOW)
D. Monthly cost for dumps	sters and roll offs fo	r trash and recyclables collection.
	Pricing: \$ Pricing: \$ Pricing: \$	_/Month for 2 yard capacity _/Month for 4 yard capacity _/Month for 8 yard capacity _/Month for 20 yard capacity _/Month for 30 yard capacity
E. Hourly cost for Townsh	ip on-call services.	
	Pricing: \$	_/Hour
F. Recyclables revenue sh	naring formula to be	e calculated and paid quarterly.
G. Carts, original and repla	acement carts.	
	Pricing: \$ Pricing: \$ Pricing: \$	/64 Gallon Cart
H. Cost for additional Bull	ky Goods/White Go	ods Collection over one (1) weekly
	Pricing: \$	/Additional Item (Bulk Item Sticker)

J. CHECKLIST OF INFORMATION REQUIRED BY ANY ENTITY SUBMITTING AN RFP RESPONSE

1.	Most recent financial statement or executed letter from a certified public accountant that the responding entity has the financial ability to perform
	the contract services for the term of the contract proposed.
	Submitted Not Submitted
2.	A description of the Responder's experience and know how in performing the Contract services as outlined in the Model Contract Terms and Conditions.
	X Submitted ☐ Not Submitted
3.	Names, emails and contact information for five (5) municipal accounts within similar services are currently conducted by the Responder under a contract or contract extension.
	Submitted Not Submitted
4.	A Bid Bond.
	Submitted Not Submitted
5.	A listing of Model Contract language exceptions with proposed substitute language.
	X Submitted ☐ Not Submitted
6.	A Recyclables Revenue Sharing Formula.
	Submitted Not Submitted
7.	Proposed pricing for ten (10) consecutive years.
	Submitted Not Submitted
8.	The identification and location of a proposed MRF to manage collected recyclables.



> Tab 4. Introduction to GFL & Solid Waste Collection Experience





















ABOUT US

Green Today. Green For Life. | gflenv.com



Welcome to GFL Environmental

The only major diversified environmental services company in North America offering services in solid waste management and liquid waste management.

We believe that, by providing safe and accessible solutions, we will encourage greater environmental responsibility and allow our customers and the communities we serve to be **Green For Life**.



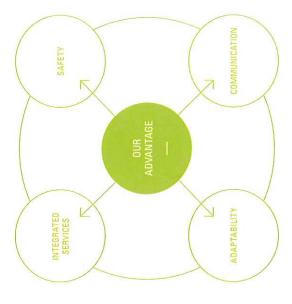
Discover the GFL Advantage

GFL is uniquely equipped to handle practically any environmental service challenge. Whatever your requirements, we will work with you to develop the right solution for your specific needs. In addition to rigorous safety standards, GFL operates to the highest degree of environmental and regulatory compliance. We maintain all necessary authorizations from local, provincial, state and federal authorities to deliver our broad range of environmental and industrial services.

Diverse. Dedicated. Driven.

One of the keys to our success lies in the diversity of our services. GFL is dedicated to providing our customers with a full-service 'one-stop shop' that delivers integrated solutions — traditionally supplied by multiple service providers — from one efficient source. We are truly driven to support the environmental goals of the communities we serve, which will ultimately help create a **brighter future for us all**.







Solid Waste

As GFL customers, you can expect dependable, cost-effective and sophisticated solid waste solutions that reduce the impact of waste materials on the environment, tailored to meet your needs.









LANDFILL OPERATIONS







WASTE BIN AND CONTAINER RENTAL







ORGANICS RECYCLING





Whether you're looking to reduce landfill use and meet waste diversion targets, or improve sustainability and achieve more cost-efficient waste management, GFL has the industry experience, technology and trained personnel to deliver reliable, integrated solid waste management services.





Liquid and Hazardous Waste

Let GFL ensure that your hazardous and non-hazardous liquid waste management and dispose of a wide range of liquid waste, delivering the highest quality service advanced equipment and professional certifications to collect, transport, process needs are handled safely and efficiently. We have the specialized knowledge, in line with industry best practices.











AUTOMOTIVE WASTE FLUID SERVICES





INDUSTRIAL CLEANING

HAZARDOUS WASTE MANAGEMENT



VACUUM TRUCK SERVICES

HAZMAT AND DANGEROUS



About Us - GFL Environmental



Safety

At GFL, the health and safety of our employees, customers and the communities we serve is the most important commitment we have and is incorporated into every stage of what we do. Our motto — Safe For Life — is more than just something we say, or do. It's in our culture, and it's something we believe in.

GFL places the highest priority on safety and is committed to continually improving our health and safety performance through the implementation of our internal responsibility system. In order to achieve our safety goals, GFL invests in comprehensive safety programs that include regular training, evaluations and support at every level of the company.









Sustainability

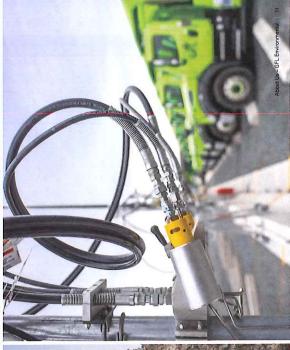
GFL is acutely aware that actions taken today can have far-reaching impacts tomorrow. That's why we're dedicated to investing in the continued and active exploration of innovative, sustainable environmental solutions that will help preserve our planet.

Our motivation to help sustain the environment is simple. By supporting the environmental goals of our customers, business partners, and the communities we serve, we're contributing to smart choices that will help create a brighter future for us all.

From recyclables and household hazardous waste to organic material and soil, GFL continues to develop powerful closed-loop systems that minimize the impact of waste materials on our environment. We are truly driven to provide our customers with the superior resources required to meet ever-evolving environmental needs, all backed by an unwavering dedication to environmental responsibility.









Community Giving

It's always been a vital part of GFL's mission to take care of the communities we serve, and give back to them in any way that we can.

This is why we launched the Full Circle Project (FCP) – a community-driven charitable giving program that lets our customers decide how a portion of our funds are donated to charities in their area.

By putting our customers in control, FCP is a truly unique way to ensure our charitable giving supports the causes that matter most to them, and makes a positive impact in local communities.









Our charities are divided into seven classes which cover a broad range of causes, so customers can choose the one that best represents where they'd like our funds to be spent. They are:



ANIMAL WELFARE



FIRST RESPONDERS AND VETERANS



ARTS, CULTURE AND EDUCATION



NATURE CONSERVATION



CANCER AND MEDICAL WELLNESS



POVERTY REDUCTION



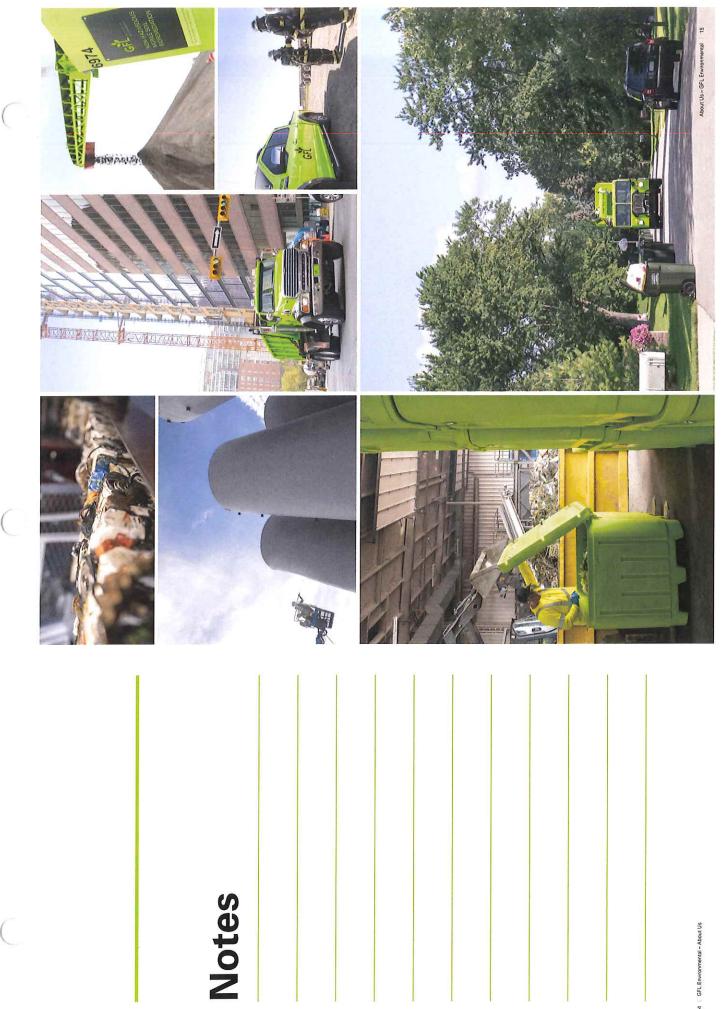
FAMILY WELLNESS

How it Works

The best part of FCP is that GFL customers can participate at no cost. Through a simple online sign-up process, customers can support FCP by voting for their desired charity class and suggesting local charities to receive donations.

GFL allocates funds to charities based on the total percentage of customer votes received for each charity class. We select high-impact, registered local charities, where at least 80 percent of the funds go towards programming. We don't just give donations – we also focus on building strong partnerships with the organizations that serve our communities. Volunteering is a key part of FCP, and GFL employees proudly give their time to extend our support well beyond a monetary donation.

When all funds have been allocated, GFL reports back on where and how donations were made, including which charities received them, so customers can see how their input is actively making a difference in their local community. Since it was established, FCP has funded hundreds of donations to charitable organizations across North America. Learn more about the program at **gflenv.com**.















SOLID WASTE

Green Today. Green For Life. | gflenv.com



Discover the GFL Advantage

One stop. Multiple solutions.

With operations across North America, and a wide range of sophisticated, tallored services, GFL Environmental is fully equipped to solve practically any solid waste management challenge. The key to our business lies in the diversity of our services, and our unique ability to deliver one-stop integrated solutions from a single efficient company. By eliminating the need for third party providers, GFL offers customers a full-service environmental solutions partner, saving them time, effort and money.





First-Class Resources

Our diverse solid waste services are backed by the highest quality resources. From our fleet of signature bright green garbage trucks, to our highly-trained staff and professional drivers, our customers can rely on us to deliver the solutions they need safely and efficiently. Our growing network of state-of-the-art, government-approved disposal, recycling and processing facilities employ the latest technology to ensure that we deliver the very best in environmental service.



Environmental Responsibility

GFL's primary aim is to support the sustainability goals of our customers and the communities we serve. That's why we proudly apply our technology, knowledge and extensive industry expertise to environmentally-responsible waste management practices such as landfill diversion and recycling. We believe that encouraging environmentally-conscious waste management choices are essential to reducing the impact of waste materials on our planet, and securing a brighter future for us all.

Diverse Services



Distinct Benefits



ORGANICS COLLECTION AND COMPOSTING

LANDFILL

Solid Waste - GFL Environmental 5

4 GFL Environmental - Solid Waste

non-hazardous waste? How does GFL handle solid

NON-HAZARDOUS WASTE MATERIAL

GFL SOLID WASTE CUSTOMERS

Solid non-hazardous waste materials include:

GFL's solid waste customers include:

- - Household waste
- Commercial and institutional waste

Commercial businesses

Municipalities

Industrial sites and

institutions

Grocers and food handlers

- Recyclable materials
- · Food and yard waste

GFL SOLID WASTE COLLECTION/ RECEIVING

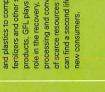
GFL collects non-hazardous and organics facilities when waste such as recyclables operate material recovery solid waste materials on a scheduled and/or received for processing. call-in basis. We also and organics can be





LANDFILL DIVERSION

recycled or processed are responsibly diverted Materials that can be from landfills by GFL. Non-hazardous solid waste recycled or processed are safely transported by GFL for regulated disposal at materials that can't be licensed facilities.





LANDFILL DISPOSAL



RECYCLED MATERIALS/ REUSABLE PRODUCTS

Household hazardous waste (batteries, aerosols, paints, etc.)

Recyclables (wood, paper, cardboard, plastic, glass,

aluminum, etc.)

Food products and yard waste

Manufacturing by-products

 Used oil, oil filters, oil-contaminated plastics · Chemicals, cleaning fluids and pesticides Fuels and compressed gases

White goods (air conditioners, refrigerators, stoves, etc.)

Household garbage

Commercial / industrial waste

Construction waste

Toxic or hazardous materials

WHAT IS SOLID NON-HAZARDOUS WASTE?

processing and conversion can find a second life with From paper, glass, metals and plastics to compost, fertilizers and other soil of scarce resources that products, GFL plays a







RESIDENTIAI

collection services to over four million households across North America. Whether it's a scheduled service contract through a municipality, or a subscription program GFL provides a wide range of safe, reliable and cost-effective residential waste for individual residents, GFL provides the same level of superior quality and efficient service.

Our customers include:

- Municipalities
 - Homeowners

Our services include:

- Non-hazardous garbage and recyclables collection
- Organics (food/leaf/yard waste) collection
- Bulk items and white goods collection
- · Planning/ coordination of household hazardous waste (HHW) disposal
 - · Storage containers for established HHW drop-off sites







8 GFL Enviro



INDUSTRIAL AND COMMERCIAL WASTE



GFL offers commercial, industrial and institutional customers the opportunity to bundle solid waste management services and keep costs down. We safely collect non-hazardous garbage, recycling and organic material on a scheduled or call-in basis.

Our customers include:

Retail stores

· Construction companies

Distribution centers

- Restaurants
- iurants
 - Manufacturing plants
 Shopping centers
- Educational institutions
 Hospitals

Our services include:

- · Non-hazardous garbage and recyclables collection
- Organics (food/leaf/yard waste) collection
- Bulk items and white goods collection
- Short or long-term bin/ container rental

National Accounts

For large businesses with multiple locations looking to consolidate services and keep costs down, our National Accounts team can help. Whatever your business needs, GFL can provide a management team that will work with you to develop all-encompassing, customized solutions for your organization. Benefits of a national account with GFL include lower waste and recycling costs, reduced administration for invoicing, efficient management across all sites, and enhanced sustainability measures.











RECYCLING



Our commitment

ensuring that scarce resources are reused. As such, it forms an integral component Recycling is critical to reducing the amount of waste disposed of in landfills and of GFL's commitment to the environment.

going to landfills. We do this by responsibly diverting materials that can be recycled communities we serve, GFL makes every attempt to reduce the amount of waste Depending on the region and agreements we have with our customers and the or processed through our facilities specializing in material recycling, organics processing and soil remediation.

Material recycling

GFL provides customers with regular collection, bins or storage containers, and any other resources needed to successfully capture recyclables. We collect, transfer and process recyclable material across North America. We operate fully licensed Material Recovery Facilities (MRFs), where we sort and prepare materials for market and future use as other goods. What we recycle varies by region, but includes:

- Wood
- Paper

Cardboard

- · Aluminum and other metals · Glass

Plastic











ORGANICS RECYCLING



GFL's organics collection, processing and composting services offer both residential and commercial customers an environmentally-conscious alternative to landfill disposal.

We provide customers with bins and storage containers to collect organic material such as food, leaf and yard waste, as well as regular collection service.

GFL recycles organic waste into high-quality, nutrient-rich compost, fertilizer and other soil products that are trusted by agricultural professionals across North America. Our organic and food waste processing facilities operate in strict compliance with local government regulations to minimize any impact on the communities we serve.











LANDFILL OPERATIONS



Although GFL makes every effort to divert as much waste as possible from landfills, some materials can't be recycled or processed.

This is why we also operate a broad network of fully regulated facilities for safe, effective disposal of non-hazardous, non-recyclable solid waste.

Our specially designed and operated landfills incorporate the latest in cell construction technology to harness the power of decomposing waste. This includes systems to collect leachate for treatment, and gas-to-energy methods that use landfill gas to generate power for local communities.





WASTE AUDITS AND CONSULTING



GFL offers waste and recycling audits to both individual and corporate customers. These audits analyze the contents of current waste streams alongside a range of variables, including:

- Operational requirements
 - Total service costs
- Recycling objectives
- · Compliance requirements
 - Environmental initiatives

A waste audit helps to ensure that customers are using the most comprehensive, compliant, cost-effective and sustainable waste removal programs available to them.

WASTE BIN AND CONTAINER RENTAL



GFL maintains a large selection of reliable containers and bins that can be promptly delivered to businesses or sites with minimal disruption to operations. They come in a range of sizes, and are ideal for:

- Home renovations
- Construction projects
- Commercial, industrial or institutional waste management

GF











> Tab 5. Local Organizational Guide and Contact Information





Local Organizational Guide

Regional Corporate Office and Customer Care Center 26999 Central Park Blvd., Suite 200 Southfield, Michigan 48076-4145 Hours of Operation - 8:00 a m through 5:00 p m (844) 464.3587 www.gflusa.com

Operation Site
GFL – Wayne Operating Center
39000 Van Born Road.
Wayne, Michigan 48184

Contact Information

Sam Caramagno | Director of Municipal Affairs C (734) 812-5732 scaramagno@gflenv.com

<u>Jesse Girdler | Wayne General Manager</u> C (947) 376-1870 jairdler@gflenv.com

Mary Dean | Manager Customer Service T (586) 772-8900 Ext. 40414 C (586) 960-6050 mdean@gflenv.com

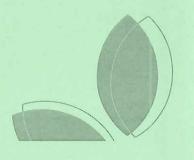
Jennifer Conklin | Regional Safety Manager T (586) 772-8900 Ext. 40535 C (989) 737-4187 jconklin@gflenv.com

<u>Jennifer Moutard</u> | <u>Municipal Billing Manager</u> T (586) 726-4572 C (810) 523-5164 jmoutard@gflenv.com





> Tab 6. References List & Letters







REFERENCES

MUNICIPALITIES SERVICED BY GFL ENVIRONMENTAL USA INC ALONG WITH ADDRESS, CONTACT PERSON, TITLE, PHONE NUMBER AND CONTRACT START DATE.

CHESTERFIELD TOWNSHIP BRADLEY A. KERSTEN, TOWNSHIP SUPERVISOR 47275 SUGARBUSH ROAD CHESTERFIELD, MI 48047 586.949.0400 Start Date - 01/2006

CITY OF ROYAL OAK *
AARON FILIPSKI, DIRECTOR OF RECREATION AND PUBLIC SERVICE
211 WILLIAMS STREET
ROYAL OAK, MI 48068-0064
248.246.3313
Start Date - 07/2007

BLOOMFIELD TOWNSHIP *
KATIE FATHERBY, DIRECTOR OF PUBLIC WORKS
4200 TELEGRAPH ROAD
BLOOMFIELD HILLS, MI 48303-0489
248.499.772
Start Date - 07/2007

CITY OF FRASER WAYNE O'NEAL, CITY MANAGER 33000 GARFIELD ROAD FRASER, MI 48026 586.293.3102 Start Date – 09/2005

CITY OF MOUNT CLEMENS
JEFF WOOD, DPS DIRECTOR
ONE CROCKER BOULEVARD
MOUNT CLEMENS, MI 48043
586.469.6818
Start Date – 07/2006

CITY OF GROSSE POINTE WOODS ROBERT E. NOVITKE, MAYOR 20025 MACK PLAZA DRIVE GROSSE POINTE WOODS, MICHIGAN 48236-2397 313.343.2440 Start Date – 01/2008







CITY OF HARPER WOODS JOE RHEKER, CITY MANAGER 19617 HARPER AVENUE HARPER WOODS, MICHIGAN 48225-2095 313.343.2505 Start Date - 09/2008

CITY OF CENTER LINE DENNIS CHAMPINE, CITY MANAGER 7070 10 MILE ROAD CENTER LINE, MICHIGAN 48015 586.757.6800 Start Date – 09/2008

CITY OF GROSSE POINTE
PETE RANDAZZO, ASSISTANT PUBLIC SERVICE DIRECTOR
1747 MAUMEE
GROSSE POINTE, MICHIGAN 48230
313.417.1180
Start Date – 07/2009

CITY OF GROSSE POINTE FARMS
SHANE REESIDE, CITY MANAGER
90 KERBY ROAD
GROSSE POINTE FARMS, MICHIGAN 48236
313.885.6600
Start Date – 07/2009

CITY OF GROSSE POINTE PARK NICK SIZELAND, CITY MANAGER 15115 JEFFERSON GROSSE POINTE PARK, MICHIGAN 48230 313.822.4266 Start Date – 08/2011

VILLAGE OF GROSSE POINTE SHORES BRETT SMITH, DIRECTOR OF PUBLIC WORKS 795 LAKE SHORE ROAD GROSSE POINTE SHORES, MICHIGAN 48236 313.881.0020 Start Date – 07/2009

CITY OF MADISON HEIGHTS COREY ALMAS, DIRECTOR OF PUBLIC SERVICES 801 AJAX DRIVE MADISON HEIGHTS, MICHIGAN 48071 248.589.2294 Start Date – 07/2010







CITY OF ROCHESTER BLAINE WING, CITY MANAGER 1141 NORTH WILCOX ROCHESTER, MICHIGAN 48307 248.651.5165 Start Date – 08/2010

CHARTER TOWNSHIP OF CLINTON *
BRIAN GIRARD, ASSISTANT SUPERINTENDENT
DEPARTMENT OF PUBLIC WORKS
40700 ROMEO PLANK ROAD
CLINTON TOWNSHIP, MICHIGAN 48038-2900
586.286.8000
Start Date – 12/2010

CHARTER TOWNSHIP OF SHELBY RICK STATHAKIS, TOWNSHIP SUPERVISOR 52700 VAN DYKE SHELBY TOWNSHIP, MICHIGAN 48316-3572 586.731.5154 Start Date – 07/2012

CHARTER TOWNSHIP OF HIGHLAND RICK HAMILL, TOWNSHIP SUPERVISOR 205 N. JOHN STREET HIGHLAND, TOWNSHIP 48357 248.887.3791 Start Date – 11/2012

CITY OF KEEGO HARBOR LINDA VOLL, CITY MANAGER 2025 BEECHMONT KEEGO NARBOR, MICHIGAN 248.682.1930 Start Date – 11/2012

VILLAGE OF LAKE ORION CHARLOTTE PATTON, OFFICE COODINATOR 37 EAST FLINT STREET LAKE ORIEN, MICHIGAN 48362-3274 248.693.8391 Start Date – 11/2012







CHARTER TOWNHIP OF MILFORD DON GREEN, TOWNSHIP SUPERVISOR 1100 ATLANTIC STREET MILFORD, MICHIGAN 48381 248.685.8731 Start Date – 11/2012

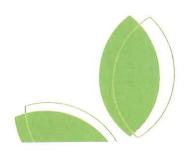
VILLAGE OF MILFORD CHRISTIAN WUERTH, VILLAGE MANAGER 1100 ATLANTIC STREET MILFORD, MICHIGAN 48381-2001 248.684.1515 Start Date – 11/2012

CITY OF SYLVAN LAKE JOHN MARTIN, CITY MANAGER 1820 INVERNES SYLVAN LAKE, MICHIGAN 48320 248.682.1440 Start Date – 11/2012

CHARTER TOWNSHIP OF WEST BLOOMFIELD *
STEVE KAPLIN, TOWNSHIP SUPERVISOR
4550 WALNUT LAKE ROAD
WEST BLOOMFIELD, MICHIGAN 48325-0130
248.451.4818
Start Date – 11/2012

CITY OF ST. CLAIR SHORES *
MATT COPPLER, CITY MANAGER
27600 JEFFERSON CIRCLE DRIVE
ST. CLAIR SHORES, MI 48081
586.447.3311
Start Date – 07/2013

CITY OF ROSEVILLE SCOTT ADKINS, CITY MANAGER 29777 GRATIOT AVENUE ROSEVILLE, MI 48066 586.445.5410 Start Date – 07/2013







CITY OF LINCOLN PARK THOMAS E. KARNES, MAYOR 1355 SOUTHFIELD LINCOLN PARK, MI 48146 313.386.1800 Start Date – 07/2013

CITY OF FLAT ROCK MATT SYPE, DPS DIRECTOR 25500 GIBRALTAR ROAD FLAT ROCK, MI 734.782.2470 Start Date – 10/2013

CITY OF DETROIT *
RON BRUNDIDGE, DIRECTOR
CITY OF DETROIT – DEARTMENT OF PUBLIC WORKS
802 COLEMAN A. YOUNG MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
313.224.3901
Start Date – 05/2014

CITY OF SOUTHGATE JOSEPH G. KUSPA, MAYOR 14400 DIX-TELEDO HIGHWAY SOUTHGATE, MICHIGAN 48195 734.258.3021 Start Date – 07/2014

CHARTER TOWNSHIP OF WASHINGTON SABASTIAN PREVITI, TOWNSHIP SUPERVISOR 57900 VAN DYKE WASHINGTON, MICHIGAN 48094 586.786.0010 Start Date – 10/2014

CHARTER TOWNSHIP OF ROYAL OAK DONNA J. SQUALLS, TOWNSHIP SUPERVISOR 21131 GARDEN LANE FERNDALE, MICHIGAN 48320 248.547.9804 Start Date – 07/2014







CITY OF ECORSE DAVID FLATEN, CITY MANAGER 3869 W. JEFFERSON AVENU ECORSE, MICHIGAN 48229-1798 313.386.2410 Start Date – 07/2014

CITY OF BLOOMFIELD HILLS DAVID HENDRICKSON, CITY MANAGER 45 EAST LONG LAKE ROAD BLOOMFIELD HILLS, MICHIGAN 48304-2322 248.530.1404 Start Date – 04/2015

CITY OF MELVINDALE RICHARD S. ORTIZ, CITY ADMINISTRATOR 3100 OAKWOOD BOULEVARD MELVINDALE, MICHIGAN 48122 313.429.1040 Start Date – 04/2015

CHARTER TOWNSHIP OF CANTON *
TIM FASS, CANTON TOWNSHIP OPERATIONS DIRECTOR
1150 S. CANTON CENTER ROAD
CANTON. MICHIGAN 48188
734.394.5160
Start Date - 05/2015

CHARTER TOWNSHIP OF HARRISON KENNETH J. VERKEST, TOWNSHIP SUPERVISOR 38151 L' ANSE CRUSE HARRISON TOWNSHIP, MICHIGAN 48045 586.466.1406 Start Date – 05/2015

CITY OF ORCHARD LAKE VILLAGE GERRY MC CALLUM, DIRECTOR OF PUBLIC SERVICES 3955 ORCHARD LAKE ROAD ORCHARD LAKE, MICHIGAN 48323 248.682.2400 Start Date – 07/2015

CHARTER TOWNSHIP OF PLYMOUTH
PATRICK FELLRATH, PUBLIC SERVICE DIRECTOR
9955 N. HAGGERTY ROAD
PLYMOUTH, MICHIGAN 48170
734.354.3270
Start Date – 10/2015







MACOMB TOWNSHIP
JANET N. DUNN, TOWNSHIP SUPERVISOR
54111 BROUGHTON ROAD
MACOMB, MICHIGAN 48042
586.992.0710
Start Date – 10/2015

CITY OF WOODHAVEN
TIM NEIGHBORS, DPS/WATER DIRECTOR
21869 WEST ROAD
WOODHAVEN, MICHIGAN 48123
734.341.7192
Start Date – 11/2015

CITY OF LIVONIA*
DOUG MOORE, ASSISTANT DIRECTOR OF PUBLIC WORKS
12973 FARMINGTON ROAD LIVONIA, MICHIGAN 48150
734.466.2655
Start Date – 12/2015

CITY OF STERLING HEIGHTS*
MICHAEL MOORE, PUBLIC WORKS DIRECTOR
7200 EIGHTEEN MILE ROAD
STERLING HEIGHTS, MICHIGAN 48314
586.446.2450
Start Date – 05/201/2016

CITY OF SOUTHFIELD JOHN MICHRINA, ASSISTANT CITY MANAGER 2600 EVERGREEN ROAD SOUITHFIELD, MICHIGAN 48076 248.508.2615 Start Date – July 1, 2016

CITY OF GARDEN CITY KEVIN RONEY, DIRECTOR DPARTMENT OF PUBLIC WORKS 31800 BEECHWOOD GARDEN CITY, MICHIGAN 48135 734.793.1800 Start Date - July 1, 2016

VILLAGE OF FRANKLIN JAMES CREECH, VILLAGE ADMINISTRATOR 32325 FRANKLIN ROAD FRANKLIN, MICHIGAN 48025 248.626.9666 Start Date – July 1, 2016







NORTHVILLE TOWNSHIP

TOM CASARI, DIRECTOR OF PUBLIC SERVICES 44405 SIX MILE ROAD NORTHVILLE, MICHIGAN 48168 248.662.0495 Start Date – February 21, 2011

CITY OF SOUTH LYON LYNNE LADNER, CITY MANAGER 335 S. WARREN SOUTH LYON, MICHIGAN 48178 248.437.1735 Start Date – July 1, 2013

CITY OF WALLED LAKE
CHELSEA RODGERS, ASSISTANT CITY MANAGER
1499 E. WEST MAPLE ROAD
WALLED LAKE, MICHIGAN 48390
248.624.4847
Start Date – July 1, 2013

CITY OF DEARBORN*
MARK BRACE, SENIOR BUYER
16901 MICHIGAN AVENUE
DEARBORN, MICHIGAN 48126
313.943.2382
Start Date – July 1, 2017

CITY OF HAZEL PARK ED KLOBUCHER, CITY MANAGER 111 EAST NINE MILE ROAD HAZEL PARK, MICHIGAN 48030-1892 248.546.4060 Start Date – July 1, 2017

REDFORD TOWNSHIP JOHN SELMI, DIRECTOR OF PUBLIC SERVICES 12200 BEECHDALY ROAD REDFORD, MICHIGAN 48239 313.387.2641 Start Date – July 1, 2017

CITY OF RIVER ROUGE MICHAEL D. BOWDLER, MAYOR 10600 W. JEFFERSON RIVER ROUGE, MICHIGAN 48218 313.842.4200 Start Date – May 16, 2017







CHARTER TOWNSHIP OF RICHMOND CINDI GRIENIA, TOWNSHIP SUPERVISOR 34900 SCHOOL ROAD RICHMOND, MICHIGAN 48062 586.727.8998 Start Day – January 1, 2017

CHARTER TOWNSHIP OF RAY JOE JARZYNA, TOWNSHIP SUPERVISOR 64255 W. WOLCOTT RAY, MICHIGAN 48096 586.744.5171 Start Date – July 31, 2017

CITY OF ROCHESTER HILLS BOB WHITE, SUPERVISOR OF ORDINANCE SERVICES 1000 ROCHESTER HILLS DRIVE ROCHESTER HILLS, MICHIGAN 248.841.2441 Start Date – July 31, 201

VILLAGE OF OXFORD EVAN TEICH, VILLAGE MANAGER 22 W, DURDICK OXFORD, MICHIGAN 48371 248.628.2543 Starr Date – July 31, 2017

CHARTER TOWNSHIP OF WHITE LAKE RIK KOWALL, TOWNSHIP SUPERVISOR 7525 HIGHLAND ROAD WHITE LKAE, MICHIGAN 248.698.3300 Start Date – July 31, 2017

VILLAGE OF WOLVERINE LAKE NATHAN BURD, VILLAGE ADMINISTRATOR 425 GLENGARY WOLVERINE LAKE, MICHIGAN 48390 248.624.1710 Start Date – July 31, 2017







CITY OF HIGHLAND PARK HUBERT YOPP, MAYOR 12050 WOODWARD AVENUE HIGHLAND PARK, MICHIGAN 48203 313.252.0050 Start Date - July 1, 2018

CITY OF INKSTER BYRON NOLEN, MAYOR 26215 TROWBRIDGE STREET INLSTER, MICHIGAN 48141 313.563.4234 Start Date – July 1, 2018

VILLAGE OF NEW HAVEN SANDRA CAZEL, VILLAGE OFFICE MANAGER 57775 MAIN STREET NEW HAVEN, MICHIGAN 48048 586.749.5301 Start Date – October 1, 2019

VILLAGE OF ROMEO KATHRYN TRAPP, VILLAGE CLERK 121 W. ST. CLAIR ROMEO, MICHIGAN 48065 586.752.3565 Start Date – November 1, 2019

COMMERCE TOWNSHIP DAVID SCOTT, TOWNSHIP SUPERVISOR 2009 COMMERCE TOWNSHIP DRIVE COMMERCE TOWNSHIP, MICHIGAN 48390 248.960.7070 Start Date – January 1, 2020

ORION TOWNSHIP SAMANTHA TIMKO, ASSISTANT TO THE TOWNSHIP SUPERVISOR 2525 ROSLYN ROAD LAKE ORION, MICHIGAN 48360 248.391.0340 Start Date – January 1, 2020







WATERFORD TOWNSHIP*
GARY WALL, TOWNSHIP SUPERVISOR
5200 CIVIC CENTER DRIVE
WATERFORD, MICHIGAN 48329
248.760.7339
Start Date – March 30, 2020

ARBELA TOWNSHIP
JOSEPH WHITE, TOWNSHIP SUPERVISOR
8935 BIRCH RUN ROAD
MILLINGTON, MICHIGAN 48746
989.871.2022
Start Date – November 1, 2020

ALLEN PARK MARK A. KIBBY, CITY ADMINISTRATOR 15915 SOUTHFIELD ROAD ALLEN PARK, MICHIGAN 48101 313.928.1883 Start Date – May 1, 2021

CITY OF NOVI VICTOR CARDENAS, ASSISTANT CITY MANAGER 45175 TEN MILE ROAD NOVI, MICHIGAN 48375 248.347.0450 Start Date – July 1, 2021

CITY OF AUBURN HILLS RONALD MELCHERT, DIRECTOR, DEPARTMENT OF PUBLIC WORKS 1500 BROWN ROAD AUBURN HILLS, MICHIGAN 48326 248.364.6902 Start date – January 1, 2022

CITY OF SWARTZ CREEK ANDY HARRIS, DIRECTOR OF COMMUNITY SERVCIES 8083 CIVIC DRIVE SWARTZ CREEK, MICHIGAN 48473-2887 810.635.4464 Start Date: July 1, 2021







CITY OF FENTON
MICHAEL HART, ASSISTANT CITY MANAGER
301 S. LEROY
FENTON, MICHIGAN 48430
810.433.7953
Start Date: October 1, 2021

MIDLAND TOWNSHIP SHELLY ARMSTRONG, CLERK 1030 S. POSEYVILLE ROAD MILFORD TOWNSHIP, MICHIGAN 48640 989.708.6683 Start Date: April 1, 2021

Note 1: An asterisk after the municipal name indicates a community of 25, 000 to 90,000 service units.





Office of the Supervisor

Steven Kaplan, Supervisor Charter Township of West Bloomfield (248) 409-1581 (248) 410-0919 (C) Kris D'Arcy Executive Assistant (248) 451-4845

September 14, 2021

GFL Environmental USA, Inc. 6200 Elmridge Drive Sterling Heights, MI 48313

To Whom it May Concern:

West Bloomfield Township has contracted with GFL Environmental USA for a three-year single waste hauler term, followed by two, two-year extension opportunities. The Township, which consists of roughly 22,000 homes, is very pleased with the services it has received from GFL Environmental USA, Inc. We have been impressed with their timely responses (especially the efforts of Anthony Mattice) to our calls and emails; the number of customer issues is minimal. I would recommend GFL Environmental USA, Inc. to other municipalities looking for a waste hauling service.

If I can be of any further assistance, contact me at 248-409-1581.

Sincerely,

Steven Kaplan

West Bloomfield Township Supervisor



Rik Kowall, Supervisor Anthony L. Noble, Clerk Mike Roman, Treasurer



Trustees Scott Ruggles Liz Fessler Smith Andrea C. Voorheis Michael Powell

WHITE LAKE TOWNSHIP

7525 Highland Road - White Lake, Michigan 48383-2900 - (248) 698-3300 - www.whitelaketwp.com

September 15, 2021

To Whom It May Concern:

The service Green for Life (GFL) provides has been wonderful. GFL takes care of garbage, recycling, yard waste, and bulk item pick-up for every household in White Lake Township. GFL also holds an annual Household Hazardous Waste Drop-off Day for our residents. In the past, we have worked closely with Jeff VanEtten, Tommy Baird, and most recently, Gary Barrett as the Route Supervisor. The route supervisors have been readily available and go above and beyond to take care of any garbage concerns. They even call us in advance to inform us of icy conditions, low hanging tree branches, or utility lines that are preventing the trucks from getting through specific streets. The efficient communication with our Route Supervisor allows us to quickly address the garbage issues that are brought to our attention.

The few complaints we receive in our office regarding a missed pick-up or recyclables/debris along the roadway have been handled quickly and efficiently. The one concern we hear about consistently has been the long hold time when residents are trying to reach GFL's Customer Care Center to order a new recycling cart or replacement cart. However, we have been told that the call center is short-staffed, which is understandable since most businesses are short-staffed during this time.

GFL provides excellent customer service in White Lake Township. Our residents are always thrilled to find out that they do not need to call ahead for large item pick-up. And if there happens to be an item that is too large for the truck (such as a basketball pole), the drivers have been tagging items with the reason it could not be picked up. That way the resident is kept in the loop and understands why an item may have been left behind.

We hope you find this letter helpful. Please contact our office at (248) 698-3300 with any questions.

Sincerely,

White Lake Township 248-698-3300

21 E. Church St. Lake Orion, MI 48362



248-693-8391 ext. 101 www.lakeorion.org youngj@lakeorion.org

September 24, 2021

Quint Ramanauskas General Manager 6200 Elmridge St. Sterling Heights, MI 48313

RE: Reference of GFL's Services

Mr. Ramanauskas,

This is a reference letter of GFL's services to the Village which we are very pleased with having your firm provide over the past several years. Those services include household solid waste collection and disposal service, yard waste collection and processing, recycling collection and processing along with bulk waste service along with containerized service for Village locations.

The relationship with the Village is based on GFL's excellent response to complaints, request and issues that we rely on your firm for. The communication of a day-to-day basis with our staff and yours is prompt and professional. The assistance with other issues and needs for improving our waste system is most appreciated.

We are thankful to have GFL to serve our community and look for continuing working together to serve our residents and businesses.

Very truly yours,

K. Joseph, Young, Manager

Village of Lake Orion 248-693-8391 ext. 101

Cell: 248-797-9542

Email: youngi@lakeorion.org

THE CHARTER TOWNSHIP OF COMMERCE

LARRY E. GRAY SUPERVISOR MELISSA CREECH CLERK MOLLY B. PHILLIPS TREASURER

2009 TOWNSHIP DRIVE COMMERCE TOWNSHIP MICHIGAN 48390 (248) 624-0110 www.commercetwp.com TRUSTEES

BOB BERKHEISER
RICK SOVEL

VANESSA MAGNEH
GEORGE WEBER

September, 2021

I would like to take this opportunity to share our satisfaction with GFL Environmental Inc. We have been under contract with GFL for almost two years and they have provided impeccable service to our residents. In addition, it was an almost flawless transition with many moving parts efficiently orchestrated by Don Barretta.

GFL has been amazing and the drivers quickly acclimated themselves quite well to our "lakes area" as very few roads are straight and our Township is not the organized grid pattern of many communities. We have small dead end roads that they have managed to navigate without issue.

Customer service is accessible, professional and informative. Trucks are clean, maintained and present a professional appearance, and the drivers are polite, attentive, on time, and responsible. The field supervisors are always accessible and willing and able to handle complex or minor incidents. Management is prompt, professional and eager to assist. Anytime there is a change in staff they are quick to notify us and personally introduce the new staff member to our Township team.

I am very satisfied with the dedication and professionalism GFL has delivered to the Commerce Township community. Furthermore, our community is enjoying the on-time, hassle-free service provided by GFL. I highly recommend GFL Environmental, Inc.

Sincerely,

Melissa Creech, MiPMC

Welissa Creech

Clerk, Charter Township of Commerce

Assessing (248) 960-7077 Building (248) 960-7060 Supervisor. (248) 950-7070

Tressurer ... (248) 960-7040



InnovatingLiving

TEL 586.446.2440 FAX 586.268.7516 cityhali@sterling-heights.net | www.sterling-heights.net facebook.com/cityofsterlingheights | twitter.com/sterlingheights

October 1, 2021

Don Barretta **Community Relations Manager** Green For Life, Environmental (GFL) 6200 Elmridge Sterling Heights, Michigan 48313

Re: Service During Covid-19 Pandemic

Dear Mr. Barretta,

I wanted to express my appreciation to GFL for continuting to service our community through the pandemic amidst the global pandemic. Never having to delay our collection by one day is a testament to GFLs commitment to service Sterling Heights as we desire.

I do however look forward to improving customer service for our residents with GFL.

Sincerely,

Michael Moore, Director **Department of Public Works** City Council

Mayor Mayor Pro Tem Councilwoman Councilman Councilwoman Councilman

Michael C. Taylor Liz Sierawski Deanna Koski Michael V. Radtke Jr. Maria G. Schmidt Henry Yanez Councilwoman | Barbara A. Ziarko

City Manager Mark D. Vanderpool



City of Keego Harbor

2025 Beechmont Keego Harbor, Michigan 48320

September 27, 2021

TO: Whom it May Concern

RE: GFL USA (Green For Life)

This letter is written to recommend the usage of GFL USA for your waste, recycling and compost needs.

With Rusty Longtine as Supervisor and Dan Garman as our Sales Representative, the integrity, professionalism and reliability of GFL's services is unprecedented.

We use GFL USA for our waste, recycling and from April through November, compost pick up. We are also a member of their rewards program, GFLUSARewards.com which encourages residents to recycle curbside by offering savings to local businesses just for their recycling efforts.

We have been very pleased with GFL USA and are happy to recommend them to the any municipality as an efficient, well organized professional company to handle their waste and recycling needs.

Respectfully,

City of Keego Harbor

City Administration (248) 682-1930 • Fax (248) 682-2008

Police Administration/Non-Emergency (248) 682-3030 • Fax (248) 682-1635 • Police/Fire

BOARD OF TRUSTEES

Gary Wall, Supervisor Kim Markee, Clerk Steven Thomas, Treasurer Anthony M. Bartolotta, Trustee Marie E. Hauswirth, Trustee Janet Matsura, Trustee Mark Monohon, Trustee



Gary Wall
Township Supervisor

5200 Civic Center Drive Waterford, Michigan 48329-3773 Telephone: (248) 674-6201 Fax: (248) 674-5451 gwall@waterfordmi.gov

September 24, 2021

Re: GFL Environmental, USA residential curbside collection in Waterford

To Whom it May Concern:

In March 2020, Waterford Township transitioned to a single hauler for residential curbside collection of trash, recycling, yard waste, and bulk item collection with GFL Environmental, USA.

Our experience with GFL has been favorable and now that we're 18 months into the program, things run smoothly and a vast majority of our residents are pleased with the transition to a single-hauler program and the service they receive from GFL.

Overall, we receive few complaints and the ones we do get are addressed and resolved in a timely manner. We are seeing less traffic on our subdivision roads with a single hauler, and each neighborhood has collection one day of the week with everyone using the blue carts provided by GFL. Our residents say they like the monthly bulk item pickup, the large carts for recycling, and unlimited yard waste collection.

Our relationship with GLF's administration, customer service team, and the drivers and supervisors has been excellent for this first year and a half.

Sincerely,

Gary Wall

Township Supervisor



Bryan K. Barnett Mayor

9/27/2021

City Council

Stephanie Morita District 1

RE: Referral Letter

David J. Blair District 2

To Whom it may concern:

Susan M. Bowyer, Ph.D.

District 3

Ryan J. Deel District 4

Dale Hetrick At-Large

Theresa Mungioli At-Large

David Walker At-Large

My name is David Smith and I am the Ordinance Manager for the City of Rochester Hills. I have held my current position since August of 2021. As a part of my responsibilities, I

manage the City's contract with GFL for solid/yard waste removal and recycling.

During my time in this positon I have worked directly with Terry Hammond (Route supervisor), Don Barretta and John Monnette. Terry has been my initial contact with GFL on any resident's complaints of service. It has been my experience that Terry addressed/corrected most of the issues I sent him. On occasion a follow up email was required, however, anything that didn't get handled by Terry was always addressed with speed and competence by Don or John.

Should anyone have additional questions regarding my interactions with GFL staff, I can be reached at my below contacts.

Respectfully,

David Smith

P(248)841-2441

smithd@rochesterhills.org



City of Royal Oak Dept. of Public Service 1600 N Campbell Rd Royal Oak, MI 48067 248.246.3300

September 15, 2021

Don Baretta GFL Environmental 6200 Elmridge Drive Sterling Heights, MI 48313

Mr. Baretta:

The City of Royal Oak continues to be pleased with the overall level and quality of service provided by GFL in the performance of its contract. On many occasions the crews have exceeded expectations and I appreciate the prompt attention to any issues or concerns that arise.

To the extent that any improvements may be warranted, they would concern communication with our office staff. Mike Truba – our assigned supervisor – is prompt in addressing concerns, however additional follow up with our office to confirm resolution would be helpful and appreciated.

We also appreciate the hard work of your truck drivers and laborers. Often, they will pick up overweight or misplaced items. As a matter of customer service, I don't want to discourage that practice. I would encourage them, however, to regularly sticker the cans when there are violations — even in cases when the trash is still picked up. Further, when cans aren't picked up because of a violation, it would be helpful for staff to have the relevant information to better address the inevitable call to our office. I encourage Mike to work with our office staff on a communication method that is not overly burdensome, but provides timely information to help improve service delivery.

These improvements notwithstanding, our experience with GFL has been overwhelmingly positive – both from the perspective of city administrators and from the overall level of satisfaction expressed by the city's residents.

I look forward to our continued partnership and would be happy to further elaborate on the contents of this review; please feel free to contact me directly at 248.246.3313.

Sincerely,

Aaron J. Filipski

Director - Public Services and Recreation



City of Rochester

400 Sixth Street Rochester, MI 48307 P: (248) 733-3700 F: (248) 733-3170 www.rochestermi.org

September 27, 2021

To GFL Environmental USA Inc.,

This letter is to let you know that working with GFL has always been a pleasure. Whether it is with the service center or working with our route supervisors, which most recently has been Terry Hammand and Nathan Rix, we always have had great service. The drivers do a great job as well, but if we do have any complaints a quick email to the route supervisor and we receive help to resolve any problems pretty much right away.

Thank you,

Sherry Kush FINANCE - SENIOR ACCOUNT TECHNICIAN



400 Sixth Street, Rochester, MI 48307

P; (248) 733-3700 ext 246

F: (248) 733-3170 C: (248) 270-0452

E: skush@rochestermi.org www.rochestermi.org



Phone: (248) 391-0304

September 24, 2021

To Whom It May Concern:

I am writing this letter regarding the service performance of Green for Life Environmental (GFL) as it relates to the collection of solid waste, recycling, and yard waste in Orion Township. GFL has been the designated waste hauler for our community since January 2020, and we have been very pleased with the level of service we have received from the operations team. We have had the opportunity to work closely with Chris Thornsberry for the majority of this time as route supervisor and our staff appreciates his level of communication and his going above and beyond for solving any issue that may arise. The openness of communication between the Township and the route supervisor allows us to work together to quickly address any issues that are brought to either party's attention and leave the residents feeling well taken care of.

Garbage collection complaints are a thing of the past in Orion Township. The very few times we receive calls about missed collection, leaking fluid, or debris left in the roadway, Chris and his GFL team quickly respond and resolve the concern, providing follow-up to the Township to share the resolution. The one concern we hear about consistently has been the long hold times with the GFL customer service team. However, our team also has a great relationship with the GFL customer service team and we are able to quickly elevate these concerns as needed and have the account matters resolved more promptly.

The Township and our residents are very pleased with the level of service provided by GFL. If I can be of any further assistance, or provide you with any additional information, please do not hesitate to contact me.

Sincerely,

Chris Barnett

Township Supervisor

BOARD OF TRUSTEES

Gary Wall, Supervisor Kim Markee, Clerk Steven Thomas, Treasurer Anthony M. Bartolotta, Trustee Marie E. Hauswirth, Trustee Janet Matsura, Trustee Mark Monohon, Trustee



Gary Wall
Township Supervisor

Shelly Schloss
Senior Executive Assistant

5200 Civic Center Drive Waterford, Michigan 48329-3773 Telephone: (248) 674-6201 Fax: (248) 674-5451 gwall@waterfordmi.gov

September 18, 2020

Letter re: Thomas Drinnon, GFL Driver Supervisor for Waterford

To Whom It May Concern,

As the primary point of contact and liaison for Waterford Township in our residential curbside waste hauling contract with GFL Environmental, I would like to take a moment to provide feedback on my experiences with Thomas Drinnon.

Tom and I interact multiple times per week regarding customer questions and concerns. Tom is always quick to respond and takes every step possible to ensure a favorable resolution for the customer within reasonable expectations. He is personable and knowledgeable and has the unique ability to de-escalate emotional and angry customers as well — not an easy task to say the least!

Tom is also proactive and does a great job of keeping the Township apprised of potential issues. He takes pride in the work the Waterford GFL team does, and truly cares about how GFL's performance impacts the Waterford community as a whole.

Sincerely,

Shelly Schloss

Senior Executive Assistant

to the Waterford Township Supervisor



CHARTER TOWNSHIP OF MILEORD

Oakland County

September 15, 2021

Quint Ramanauskas, General Manager GFL Environmental USA Inc 6200 Elmridge Sterling Hts, MI 48313

RE: GFL Environmental Service for Milford Township

Dear Mr. Ramanauskas,

We have been utilizing the services of GFL Environmental Service for approximately seven (7) years. Based on the calls we receive in our office I would classify the service as extremely good. We maintain records of calls received by property address and we averaged 23 calls per month for June through August, 2021. That is approximately .007% of the homes that are serviced. Those complaints are referred to our Route Manager, Rusty Longtine and usually resolved within a day or less. We recognize that not all complaints we receive are the fault of the trash hauler and may be an effort to deflect the fact that the trash was put out late.

We have a few private roads that can be challenging, especially in inclement weather, and some that extend further than is initially obvious and those are the residents that we seem to hear from most

GFL does an excellent job in keeping our office stocked with recycling tubs to distribute to our new residents.

We have received feedback from some residents that their efforts to contact GFL Customer Service directly is very time consuming and not always with good results.

Overall, we are pleased that we can offer this weekly service to our residents at a reasonable cost.

Respectfully,

Supervisor

Donald D. Green, Supervisor Holly Brandt, Clerk Cynthia Dagenhardt, Treasurer

Randal K. Busick, Trustee William E. Mazzara, Trustee Toni Vulaj, Trustee Dale R. Wiltse, Trustee



Village of Wolverine Lake

425 Glengary | Wolverine Lake, Michigan 48390-1404 Phone: 248.624.1710 | Fax: 248.624.3536 www.wolverinelake.com

September 15, 2021

To Whom it May Concern,

GFL Environmental USA, Inc. ("GFL") has been collecting solid waste, yard waste and recyclable materials for the Village of Wolverine Lake since August 1, 2017, when GFL assumed an existing 5-year agreement between the Village and Allied Waste Services of North America, L.L.C. GFL has provided the Village and its residents with good service. When issues have come up, our contacts at GFL have generally been responsive to the Village's concerns. GFL has also been very supportive of special events in the Village, including our annual Village Festival.

The Village administration is preparing to meet with representatives from GFL to discuss the terms of a new agreement. We hope to be able to continue our relationship with GFL in the future.

Best regards,

David W. Gillam

Village Administrator/Clerk



Village of New Haven

P.O. Box 480429 • 57775 Main Street New Haven, Michigan 48048-0429 Phone: (586) 749-5301 • Fax: (586) 749-9055

September 13, 2021

Mr. Jason Lhamon Route Supervisor GFL Environmental 6200 Elmridge Sterling Heights, MI 48313

RE: Letter of Reference

Dear Mr. Lhamon,

I don't know if you are aware of the lack of confidence the Village of New Haven had when GFL Environmental won the bid for our rubbish collection. The Village Council had voiced their opinion of concerns based on past precedence of an affiliation.

If it hadn't been for the professional interactions with your Community Relations Manager and Municipal Sales Representative, your competitive rate structure for the rubbish pickup and recycling, the Village Council wouldn't have agreed to approve a 5-year contract with GFL Environmental.

I have dealt with, over the course of my career, several change of service contracts with rubbish companies. With that being said, our transition from Waste Management to GFL was literally seamless. In other words, I barely knew it was happening the first day of service and thereon!

Fast forward, the Village of New Haven is entering into the third year of our contract, With the pandemic, employee shortages, and supply chain issues, none of it has affected the quality of service or the schedule for the Village of New Haven. We have continually since day one, have one of the best experiences dealing with GFL Environmental with you as our Route Supervisor and support staff.

I would gladly recommend GFL Environmental to other Municipalities, your company has given us great customer service, not just to our office but the residents too. The lack of confidence has been unfounded.

Respectfully yours,

Sandra Cazel

Accountant/Office Manager

lundra Cazel



September 10, 2021

David G. Miller II, Director Department of Public Works

6333 23 Mile Road Shelby Township, MI 48316-4405 Phone (586) 731-5990 Fax (586) 726-7221 dpw@shelbytwp.org www.shelbytwp.org

Green for Life Environmental Attn: Quint Ram 6200 Elmridge

Sterling Heights MI 48313

RE: Green for Life

Professional Reference - Waste Hauler

Dear Mr. Ram,

I am writing in reference to my experience with the single waste hauler service that Green for Life (GFL) has been providing Shelby Township continuously since October 2016. Our original contract was with Rizzo from 2012-2025 and GFL took over the contract in October 2016. I have worked with Don Barretta at a corporate level and Dan Reed as the supervisor dedicated to Shelby Township. I have a great working relationship with this GFL team.

On a day-to-day basis, GFL provides Shelby Township with reliable professional staff to assist us with curbside trash, recycling and yard waste. Mr. Reed assists with any questions I may have, communicates proactively regarding any delays or problems, and reacts quickly to any requests I express to him. Shelby Township does have its challenges, especially with yard waste, but GFL works diligently each season to improve service. I have seen excellent results measured by the low amount of phone calls I receive from our residents.

I appreciate the opportunity to share my experience that I have with Green for Life and if you have any questions, please feel free to call me at 586-731-5990.

Sincerely,

Pam Murrell

Assistant to the DPW Director pmurrell@shelbytwp.org

Pan Murrell



City of Madison Heights, Michigan

City Hall Municipal Offices 300 W. Thirteen Mile Road Madison Heights, MI 48071 Department of Public Services 801 Ajax Drive Madison Heights, Mi 48071

Fire Department 31313 Brush Street Madison Heights, MI 48071

Police Department 280 W. Thirteen Mile Road Madison Heights, MI 48071

www.madison-heights.org

September 16, 2021

GFL - Michigan Office 26999 Central Park Boulevard, Suite 200 Southfield, MI 48076

To Whom It May Concern:

Doug Jones has shown exemplary dedication to his role as a GFL Supervisor. With his lead, our office staff has seen a decrease in complaint call volume in the last year. He strives for perfection and pushes his supporting employees to work at their best. If there is an issue of any nature in regards to service, he will make it right. He has also helped motivate his staff to be consistent with their early finish times. While he is off duty, Doug answers emails, text messages and tries his best to post helpful answers to our residents directly on social media. His work ethic is impeccable and awe-inspiring, his willingness to compromise in difficult situations are great examples to those he leads. We are grateful to be able to depend on him to get the job done!

Secondly, as a reflection of GFL as a whole – during the flood of 2014 the organization went above and beyond the call of duty. Employees stayed late into the night trying to assist our residents during a very traumatic and devastating time. GFL offered to remove anything they could haul even if those items were not on the list of normally picked up waste. During a time of need, GFL's services were invaluable. We would not have recovered as soon as we did without their help.

In conclusion, the City of Madison Heights Department of Public Services office staff is happy with the services provided by GFL and the dedication that is evident in their supervisor.

Best Regards,

Sakinna T. Robinson Administrative Assistant

City of Madison Heights Department of Public Services

Area Code (248)

7808 OOGO (290)	
Finance	583-0846
Fire Department	583-3605
43rd District Court	583-1800
Human Resources	583-0828
Library	588-7763

Mayor & City Council	583-0829
Nature Center	
Police Department	585-2100
Purchasing	
Recreation	589-2294
Water & Treasurer	583-0845



The Historic VILLAGE OF ROMEO

Office: 121 W. St. Clair, Romeo, MI 48065 • 586-752-3565 • www.villageofromeo.org

Christine Malzahn , President Kathryn Trapp , Clerk Sherri Maddox , Treasurer

September 21, 2021

To whom it may concern:

My name is Kathryn Trapp, elected Clerk to the Village of Romeo. I wanted to take this opportunity to commend the wonderful service we receive from GFL and Ricky Toombs. The Village of Romeo entered into a contract with GFL Services in October of 2019. Since that time, GFL has consistently given us great service every week. This year we had the pleasure of meeting Ricky Toombs as our new area supervisor. Ricky's service to the Village of Romeo has been beyond outstanding. He has developed a great working relationship with out front office assistant, Cindy Wilson, with whom he communicates with every week. Cindy can completely rely on Ricky no matter what time of our scheduled day she contacts him.

The Village of Romeo is very fortunate to have Ricky Toombs as our business partner.

Thank you,

Kathryn Trabp



September 26th, 2021

Quint Ramanauskas General Manager Green For Life

Mr. Ramanauskas,

Please accept this letter as an updated reference regarding the residential curbside collection of rubbish, yard waste and recyclables from the Village of Oxford, MI.

Overall I am pleased with the service GFL provides. The drivers are professional and careful when they are in town doing their routes.

Please feel free to reach out to me with any questions

Joseph M. Madore Village Manager



September 15, 2021

Charter Township of Highland 205 N. John Street Highland, MI 48357 248.887.3791 p 248.889.0988 f

GFLUSA Attn: Don Barretta 6200 Elmridge Dr. Sterling Heights, MI 48313

Dear Don,

I am writing this recommendation letter for the services provided by GFLUSA.

Highland Township has had a contract with GFLUSA since September 2016 and we have been a very satisfied customer.

highlandtwp.net

GFLUSA has always provided great service. Their employees and management have excellent customer service skills and always deliver on their promise.

If you have any questions or need any clarifications regarding GFLUSA, please feel free to contact me through my Administrative Assistant, Karen Provo at 248-887-3791 ext. 3.

Regards,

Rick A. Hamill, Supervisor Charter Township of Highland





City of Hazel Park

Department of Public Works 24211 Couzens, Hazel Park, MI 48030 PH - 248.542.0340 FX - 248.414.5957

September 9, 2021

The City of Hazel Park is pleased with GFL services, our city has five day a week pick up which includes trash, yard waste and recycling. The routes are completed in a timely manner each day. Any and all issues are addressed the same day. Hazel Park is pleased with our GFL Supervisor, he has been assigned to our city for multiple years which has created a consistent operation.

Thank you.

Thomas Jones

DPW Superintendent

City of Hazel Park



32325 Franklin Road, Franklin, Michigan 48025

FAX: (248) 626-0538

(248) 626-9666

GFL-Green for Life 26999 Central Park Blvd Ste 200 Southfield, MI 48076

Re: Village of Franklin

On behalf of the Village of Franklin I would like to express our gratitude for the exceptional customer service we receive from GFL.

Periodically we receive complaints from our residents regarding a missed pick up or late set out. GFL makes it very easy for us to report. We simply text the route lead or supervisor and they respond promptly.

We appreciate the service we receive.

Sincerely,

Doreen Martin Office Manager Village of Franklin 32325 Franklin Rd Franklin, MI 48025



City of Fraser 31250 KENDALL • FRASER, MICHIGAN 48026



September 28, 2021

GFL 6200 Elmridge Dr. Sterling Heights, MI 48313

RE:

Service

To whom it may concern:

The City of Fraser Department of Public Works is satisfied with the Service GFL has been providing the City. Very few complaints are received; usually for broken carts.

Sincerely,

Mark Ragsdale
DPW Superintendent



Charter Township of Harrison

To Whom It May Concern,

Heather Snay has been a pleasure to work with over the last few years. As the Route Supervisor, she is my contact to GFL management. She is very responsive to any issue that may arise and communicates effectively to minimize future problems.

As the Deputy Supervisors in Harrison Twp., I speak with residents on a daily basis about a variety of issues around the township. At times, matters arise from those conversations that pertain to the waste hauling, recycling, or chipping service provided to them through our GFL contract. I always reach out to Heather afterword because I trust her to handle any situation with a great deal of professionalism. She has always been prompt about investigating any issue or finding any information I need through GFL. She has been a valuable asset to my office to rectify issues and to communicate effectively with the company she represents.

I've witnessed that she is skilled in her profession. As a result, I would be happy to recommend her and GFL.

Joseph Aragona Deputy Supervisor Charter Township of Harrison



September 24, 2021

GFL Environmental USA Inc. 6200 Elmridge Drive Sterling Heights, Michigan, 48313

To Whom it May Concern:

The City of Orchard Lake has contracted with Green For Life (GFL) Environmental for the past 7 years for garbage, yard waste, and recycling pickup. The City has been very pleased with the services provided by GFL at a very reasonable costs.

If you have any questions or wish to speak to me in person, please feel free to call

Sincerely,

City of Orchard Lake

Gerry McCallum
Director of City Services

Done

SKM_22721090911250.pdf







CITY & EASTPOINTE

DEPARTMENT OF PUBLIC WORKS AND SERVICE 17750 YEN MILE ROAD EASTPOINTE, MICHIGAN 48021 (586) 445-5053 Fax (586) 445-4088

September 9, 2021

To Whom it May Concern

I am writing this to let you know that the City of Eastpointe has been pleased with Chad Redman's performance as the route Supervisor with GFL. His timely response to our many complaints and missed stops is very much appreciated.

Thank you

Carol Apley

Administrative Supervisor

City of Eastpointe

Department of Public Works and Service

586 445-5053 x6005





Robert Binson
Mayor
Aaron Delikta
Council Member
Peter Harenski
Council Member
Richard Moeller
Council Member
Patrick Pockrandt
Council Member
Dennis E. Champine
City Manager/City Clerk
Joseph Sobota
City Treasurer/Finance Dir.

September 10, 2021

To Whom It May Concern:

The City of Center Line is pleased with the services from GFL for our garbage, yard waste and recycling pickup.

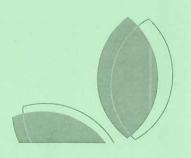
Should there be any issues with any of the services, Doug Jones sees to it that these issues are handled as quickly as possible.

Sincerely,

Jennifer Miller Secretary



> Tab 4. Introduction to GFL & Solid Waste Collection Experience





















ABOUT US

Green Today. Green For Life. | gflenv.com



Welcome to GFL Environmental

The only major diversified environmental services company in North America offering services in solid waste management and liquid waste management.

We believe that, by providing safe and accessible solutions, we will encourage greater environmental responsibility and allow our customers and the communities we serve to be **Green For Life**.



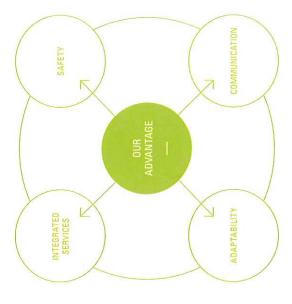
Discover the GFL Advantage

GFL is uniquely equipped to handle practically any environmental service challenge. Whatever your requirements, we will work with you to develop the right solution for your specific needs. In addition to rigorous safety standards, GFL operates to the highest degree of environmental and regulatory compliance. We maintain all necessary authorizations from local, provincial, state and federal authorities to deliver our broad range of environmental and industrial services.

Diverse. Dedicated. Driven.

One of the keys to our success lies in the diversity of our services. GFL is dedicated to providing our customers with a full-service 'one-stop shop' that delivers integrated solutions — traditionally supplied by multiple service providers — from one efficient source. We are truly driven to support the environmental goals of the communities we serve, which will ultimately help create a **brighter future for us all**.







Solid Waste

As GFL customers, you can expect dependable, cost-effective and sophisticated solid waste solutions that reduce the impact of waste materials on the environment, tailored to meet your needs.









LANDFILL OPERATIONS







WASTE BIN AND CONTAINER RENTAL







ORGANICS RECYCLING





Whether you're looking to reduce landfill use and meet waste diversion targets, or improve sustainability and achieve more cost-efficient waste management, GFL has the industry experience, technology and trained personnel to deliver reliable, integrated solid waste management services.





Liquid and Hazardous Waste

Let GFL ensure that your hazardous and non-hazardous liquid waste management and dispose of a wide range of liquid waste, delivering the highest quality service advanced equipment and professional certifications to collect, transport, process needs are handled safely and efficiently. We have the specialized knowledge, in line with industry best practices.











AUTOMOTIVE WASTE FLUID SERVICES





INDUSTRIAL CLEANING

HAZARDOUS WASTE MANAGEMENT



VACUUM TRUCK SERVICES

HAZMAT AND DANGEROUS



About Us - GFL Environmental



Safety

At GFL, the health and safety of our employees, customers and the communities we serve is the most important commitment we have and is incorporated into every stage of what we do. Our motto — Safe For Life — is more than just something we say, or do. It's in our culture, and it's something we believe in.

GFL places the highest priority on safety and is committed to continually improving our health and safety performance through the implementation of our internal responsibility system. In order to achieve our safety goals, GFL invests in comprehensive safety programs that include regular training, evaluations and support at every level of the company.









Sustainability

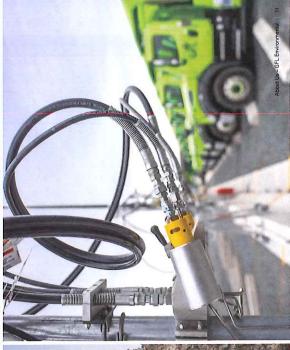
GFL is acutely aware that actions taken today can have far-reaching impacts tomorrow. That's why we're dedicated to investing in the continued and active exploration of innovative, sustainable environmental solutions that will help preserve our planet.

Our motivation to help sustain the environment is simple. By supporting the environmental goals of our customers, business partners, and the communities we serve, we're contributing to smart choices that will help create a brighter future for us all.

From recyclables and household hazardous waste to organic material and soil, GFL continues to develop powerful closed-loop systems that minimize the impact of waste materials on our environment. We are truly driven to provide our customers with the superior resources required to meet ever-evolving environmental needs, all backed by an unwavering dedication to environmental responsibility.









Community Giving

It's always been a vital part of GFL's mission to take care of the communities we serve, and give back to them in any way that we can.

This is why we launched the Full Circle Project (FCP) – a community-driven charitable giving program that lets our customers decide how a portion of our funds are donated to charities in their area.

By putting our customers in control, FCP is a truly unique way to ensure our charitable giving supports the causes that matter most to them, and makes a positive impact in local communities.









Our charities are divided into seven classes which cover a broad range of causes, so customers can choose the one that best represents where they'd like our funds to be spent. They are:



ANIMAL WELFARE



FIRST RESPONDERS AND VETERANS



ARTS, CULTURE AND EDUCATION



NATURE CONSERVATION



CANCER AND MEDICAL WELLNESS



POVERTY REDUCTION



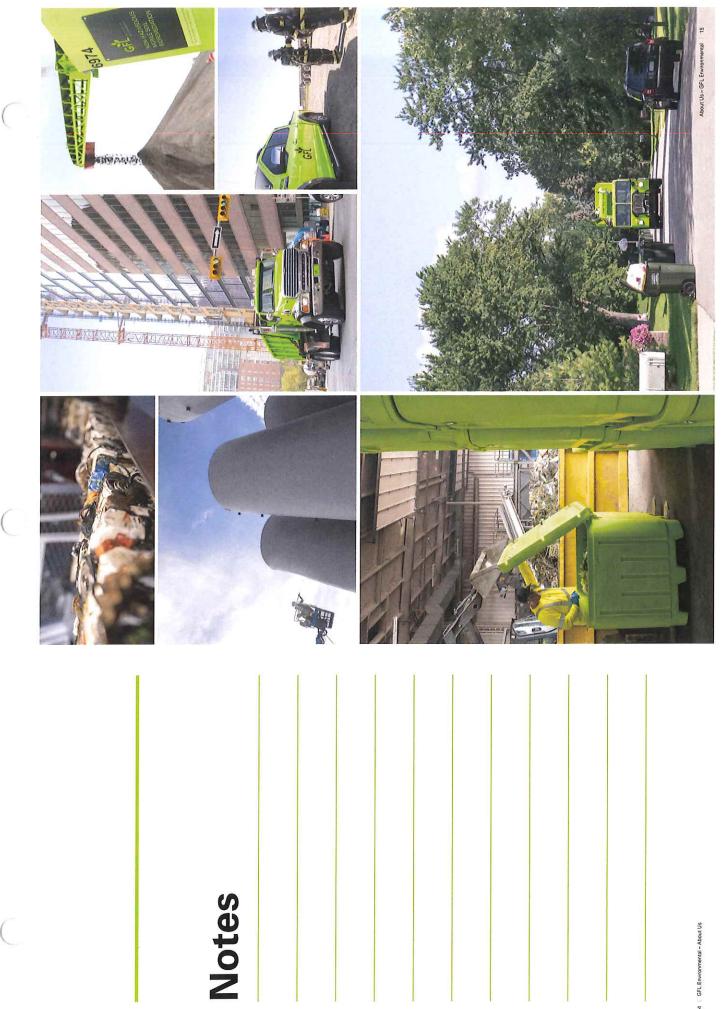
FAMILY WELLNESS

How it Works

The best part of FCP is that GFL customers can participate at no cost. Through a simple online sign-up process, customers can support FCP by voting for their desired charity class and suggesting local charities to receive donations.

GFL allocates funds to charities based on the total percentage of customer votes received for each charity class. We select high-impact, registered local charities, where at least 80 percent of the funds go towards programming. We don't just give donations – we also focus on building strong partnerships with the organizations that serve our communities. Volunteering is a key part of FCP, and GFL employees proudly give their time to extend our support well beyond a monetary donation.

When all funds have been allocated, GFL reports back on where and how donations were made, including which charities received them, so customers can see how their input is actively making a difference in their local community. Since it was established, FCP has funded hundreds of donations to charitable organizations across North America. Learn more about the program at **gflenv.com**.















SOLID WASTE

Green Today. Green For Life. | gflenv.com



Discover the GFL Advantage

One stop. Multiple solutions.

With operations across North America, and a wide range of sophisticated, tallored services, GFL Environmental is fully equipped to solve practically any solid waste management challenge. The key to our business lies in the diversity of our services, and our unique ability to deliver one-stop integrated solutions from a single efficient company. By eliminating the need for third party providers, GFL offers customers a full-service environmental solutions partner, saving them time, effort and money.





First-Class Resources

Our diverse solid waste services are backed by the highest quality resources. From our fleet of signature bright green garbage trucks, to our highly-trained staff and professional drivers, our customers can rely on us to deliver the solutions they need safely and efficiently. Our growing network of state-of-the-art, government-approved disposal, recycling and processing facilities employ the latest technology to ensure that we deliver the very best in environmental service.



Environmental Responsibility

GFL's primary aim is to support the sustainability goals of our customers and the communities we serve. That's why we proudly apply our technology, knowledge and extensive industry expertise to environmentally-responsible waste management practices such as landfill diversion and recycling. We believe that encouraging environmentally-conscious waste management choices are essential to reducing the impact of waste materials on our planet, and securing a brighter future for us all.

Diverse Services



Distinct Benefits



ORGANICS COLLECTION AND COMPOSTING

LANDFILL

Solid Waste - GFL Environmental 5

4 GFL Environmental - Solid Waste

non-hazardous waste? How does GFL handle solid

NON-HAZARDOUS WASTE MATERIAL

GFL SOLID WASTE CUSTOMERS

Solid non-hazardous waste materials include:

GFL's solid waste customers include:

- - Household waste
- Commercial and institutional waste

Commercial businesses

Municipalities

Industrial sites and

institutions

Grocers and food handlers

- Recyclable materials
- · Food and yard waste

GFL SOLID WASTE COLLECTION/ RECEIVING

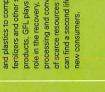
GFL collects non-hazardous and organics facilities when waste such as recyclables operate material recovery solid waste materials on a scheduled and/or received for processing. call-in basis. We also and organics can be





LANDFILL DIVERSION

recycled or processed are responsibly diverted Materials that can be from landfills by GFL. Non-hazardous solid waste recycled or processed are safely transported by GFL for regulated disposal at materials that can't be licensed facilities.





LANDFILL DISPOSAL



RECYCLED MATERIALS/ REUSABLE PRODUCTS

Household hazardous waste (batteries, aerosols, paints, etc.)

Recyclables (wood, paper, cardboard, plastic, glass,

aluminum, etc.)

Food products and yard waste

Manufacturing by-products

 Used oil, oil filters, oil-contaminated plastics · Chemicals, cleaning fluids and pesticides Fuels and compressed gases

White goods (air conditioners, refrigerators, stoves, etc.)

Household garbage

Commercial / industrial waste

Construction waste

Toxic or hazardous materials

WHAT IS SOLID NON-HAZARDOUS WASTE?

processing and conversion can find a second life with From paper, glass, metals and plastics to compost, fertilizers and other soil of scarce resources that products, GFL plays a







RESIDENTIAI

collection services to over four million households across North America. Whether it's a scheduled service contract through a municipality, or a subscription program GFL provides a wide range of safe, reliable and cost-effective residential waste for individual residents, GFL provides the same level of superior quality and efficient service.

Our customers include:

- Municipalities
 - Homeowners

Our services include:

- Non-hazardous garbage and recyclables collection
- Organics (food/leaf/yard waste) collection
- Bulk items and white goods collection
- · Planning/ coordination of household hazardous waste (HHW) disposal
 - · Storage containers for established HHW drop-off sites







8 GFL Enviro



INDUSTRIAL AND COMMERCIAL WASTE



GFL offers commercial, industrial and institutional customers the opportunity to bundle solid waste management services and keep costs down. We safely collect non-hazardous garbage, recycling and organic material on a scheduled or call-in basis.

Our customers include:

Retail stores

· Construction companies

Distribution centers

- Restaurants
- iurants
 - Manufacturing plants
 Shopping centers
- Educational institutions
 Hospitals

Our services include:

- · Non-hazardous garbage and recyclables collection
- Organics (food/leaf/yard waste) collection
- Bulk items and white goods collection
- Short or long-term bin/ container rental

National Accounts

For large businesses with multiple locations looking to consolidate services and keep costs down, our National Accounts team can help. Whatever your business needs, GFL can provide a management team that will work with you to develop all-encompassing, customized solutions for your organization. Benefits of a national account with GFL include lower waste and recycling costs, reduced administration for invoicing, efficient management across all sites, and enhanced sustainability measures.











RECYCLING



Our commitment

ensuring that scarce resources are reused. As such, it forms an integral component Recycling is critical to reducing the amount of waste disposed of in landfills and of GFL's commitment to the environment.

going to landfills. We do this by responsibly diverting materials that can be recycled communities we serve, GFL makes every attempt to reduce the amount of waste Depending on the region and agreements we have with our customers and the or processed through our facilities specializing in material recycling, organics processing and soil remediation.

Material recycling

GFL provides customers with regular collection, bins or storage containers, and any other resources needed to successfully capture recyclables. We collect, transfer and process recyclable material across North America. We operate fully licensed Material Recovery Facilities (MRFs), where we sort and prepare materials for market and future use as other goods. What we recycle varies by region, but includes:

- Wood
- Paper

Cardboard

- · Aluminum and other metals · Glass

Plastic











ORGANICS RECYCLING



GFL's organics collection, processing and composting services offer both residential and commercial customers an environmentally-conscious alternative to landfill disposal.

We provide customers with bins and storage containers to collect organic material such as food, leaf and yard waste, as well as regular collection service.

GFL recycles organic waste into high-quality, nutrient-rich compost, fertilizer and other soil products that are trusted by agricultural professionals across North America. Our organic and food waste processing facilities operate in strict compliance with local government regulations to minimize any impact on the communities we serve.











LANDFILL OPERATIONS



Although GFL makes every effort to divert as much waste as possible from landfills, some materials can't be recycled or processed.

This is why we also operate a broad network of fully regulated facilities for safe, effective disposal of non-hazardous, non-recyclable solid waste.

Our specially designed and operated landfills incorporate the latest in cell construction technology to harness the power of decomposing waste. This includes systems to collect leachate for treatment, and gas-to-energy methods that use landfill gas to generate power for local communities.







WASTE AUDITS AND CONSULTING



GFL offers waste and recycling audits to both individual and corporate customers. These audits analyze the contents of current waste streams alongside a range of variables, including:

- Operational requirements
- Total service costs
- Recycling objectives
- · Compliance requirements
 - Environmental initiatives

A waste audit helps to ensure that customers are using the most comprehensive, compliant, cost-effective and sustainable waste removal programs available to them.

WASTE BIN AND CONTAINER RENTAL



GFL maintains a large selection of reliable containers and bins that can be promptly delivered to businesses or sites with minimal disruption to operations. They come in a range of sizes, and are ideal for:

- Home renovations
- Construction projects
- Commercial, industrial or institutional waste management













> Tab 5. Local Organizational Guide and Contact Information





Local Organizational Guide

Regional Corporate Office and Customer Care Center 26999 Central Park Blvd., Suite 200 Southfield, Michigan 48076-4145 Hours of Operation - 8:00 a m through 5:00 p m (844) 464.3587 www.gflusa.com

Operation Site
GFL – Wayne Operating Center
39000 Van Born Road.
Wayne, Michigan 48184

Contact Information

Sam Caramagno | Director of Municipal Affairs C (734) 812-5732 scaramagno@gflenv.com

<u>Jesse Girdler | Wayne General Manager</u> C (947) 376-1870 jairdler@gflenv.com

Mary Dean | Manager Customer Service T (586) 772-8900 Ext. 40414 C (586) 960-6050 mdean@gflenv.com

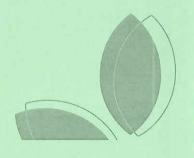
Jennifer Conklin | Regional Safety Manager T (586) 772-8900 Ext. 40535 C (989) 737-4187 jconklin@gflenv.com

<u>Jennifer Moutard | Municipal Billing Manager</u> T (586) 726-4572 C (810) 523-5164 jmoutard@gflenv.com





> Tab 6. References List & Letters







REFERENCES

MUNICIPALITIES SERVICED BY GFL ENVIRONMENTAL USA INC ALONG WITH ADDRESS, CONTACT PERSON, TITLE, PHONE NUMBER AND CONTRACT START DATE.

CHESTERFIELD TOWNSHIP BRADLEY A. KERSTEN, TOWNSHIP SUPERVISOR 47275 SUGARBUSH ROAD CHESTERFIELD, MI 48047 586.949.0400 Start Date - 01/2006

CITY OF ROYAL OAK *
AARON FILIPSKI, DIRECTOR OF RECREATION AND PUBLIC SERVICE
211 WILLIAMS STREET
ROYAL OAK, MI 48068-0064
248.246.3313
Start Date - 07/2007

BLOOMFIELD TOWNSHIP *
KATIE FATHERBY, DIRECTOR OF PUBLIC WORKS
4200 TELEGRAPH ROAD
BLOOMFIELD HILLS, MI 48303-0489
248.499.772
Start Date - 07/2007

CITY OF FRASER WAYNE O'NEAL, CITY MANAGER 33000 GARFIELD ROAD FRASER, MI 48026 586.293.3102 Start Date – 09/2005

CITY OF MOUNT CLEMENS
JEFF WOOD, DPS DIRECTOR
ONE CROCKER BOULEVARD
MOUNT CLEMENS, MI 48043
586.469.6818
Start Date – 07/2006

CITY OF GROSSE POINTE WOODS ROBERT E. NOVITKE, MAYOR 20025 MACK PLAZA DRIVE GROSSE POINTE WOODS, MICHIGAN 48236-2397 313.343.2440 Start Date – 01/2008







CITY OF HARPER WOODS JOE RHEKER, CITY MANAGER 19617 HARPER AVENUE HARPER WOODS, MICHIGAN 48225-2095 313.343.2505 Start Date - 09/2008

CITY OF CENTER LINE DENNIS CHAMPINE, CITY MANAGER 7070 10 MILE ROAD CENTER LINE, MICHIGAN 48015 586.757.6800 Start Date – 09/2008

CITY OF GROSSE POINTE
PETE RANDAZZO, ASSISTANT PUBLIC SERVICE DIRECTOR
1747 MAUMEE
GROSSE POINTE, MICHIGAN 48230
313.417.1180
Start Date – 07/2009

CITY OF GROSSE POINTE FARMS
SHANE REESIDE, CITY MANAGER
90 KERBY ROAD
GROSSE POINTE FARMS, MICHIGAN 48236
313.885.6600
Start Date – 07/2009

CITY OF GROSSE POINTE PARK NICK SIZELAND, CITY MANAGER 15115 JEFFERSON GROSSE POINTE PARK, MICHIGAN 48230 313.822.4266 Start Date – 08/2011

VILLAGE OF GROSSE POINTE SHORES BRETT SMITH, DIRECTOR OF PUBLIC WORKS 795 LAKE SHORE ROAD GROSSE POINTE SHORES, MICHIGAN 48236 313.881.0020 Start Date – 07/2009

CITY OF MADISON HEIGHTS COREY ALMAS, DIRECTOR OF PUBLIC SERVICES 801 AJAX DRIVE MADISON HEIGHTS, MICHIGAN 48071 248.589.2294 Start Date – 07/2010







CITY OF ROCHESTER BLAINE WING, CITY MANAGER 1141 NORTH WILCOX ROCHESTER, MICHIGAN 48307 248.651.5165 Start Date – 08/2010

CHARTER TOWNSHIP OF CLINTON *
BRIAN GIRARD, ASSISTANT SUPERINTENDENT
DEPARTMENT OF PUBLIC WORKS
40700 ROMEO PLANK ROAD
CLINTON TOWNSHIP, MICHIGAN 48038-2900
586.286.8000
Start Date – 12/2010

CHARTER TOWNSHIP OF SHELBY RICK STATHAKIS, TOWNSHIP SUPERVISOR 52700 VAN DYKE SHELBY TOWNSHIP, MICHIGAN 48316-3572 586.731.5154 Start Date – 07/2012

CHARTER TOWNSHIP OF HIGHLAND RICK HAMILL, TOWNSHIP SUPERVISOR 205 N. JOHN STREET HIGHLAND, TOWNSHIP 48357 248.887.3791 Start Date – 11/2012

CITY OF KEEGO HARBOR LINDA VOLL, CITY MANAGER 2025 BEECHMONT KEEGO NARBOR, MICHIGAN 248.682.1930 Start Date – 11/2012

VILLAGE OF LAKE ORION CHARLOTTE PATTON, OFFICE COODINATOR 37 EAST FLINT STREET LAKE ORIEN, MICHIGAN 48362-3274 248.693.8391 Start Date – 11/2012







CHARTER TOWNHIP OF MILFORD DON GREEN, TOWNSHIP SUPERVISOR 1100 ATLANTIC STREET MILFORD, MICHIGAN 48381 248.685.8731 Start Date – 11/2012

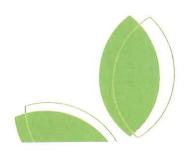
VILLAGE OF MILFORD CHRISTIAN WUERTH, VILLAGE MANAGER 1100 ATLANTIC STREET MILFORD, MICHIGAN 48381-2001 248.684.1515 Start Date – 11/2012

CITY OF SYLVAN LAKE JOHN MARTIN, CITY MANAGER 1820 INVERNES SYLVAN LAKE, MICHIGAN 48320 248.682.1440 Start Date – 11/2012

CHARTER TOWNSHIP OF WEST BLOOMFIELD *
STEVE KAPLIN, TOWNSHIP SUPERVISOR
4550 WALNUT LAKE ROAD
WEST BLOOMFIELD, MICHIGAN 48325-0130
248.451.4818
Start Date – 11/2012

CITY OF ST. CLAIR SHORES *
MATT COPPLER, CITY MANAGER
27600 JEFFERSON CIRCLE DRIVE
ST. CLAIR SHORES, MI 48081
586.447.3311
Start Date – 07/2013

CITY OF ROSEVILLE SCOTT ADKINS, CITY MANAGER 29777 GRATIOT AVENUE ROSEVILLE, MI 48066 586.445.5410 Start Date – 07/2013







CITY OF LINCOLN PARK THOMAS E. KARNES, MAYOR 1355 SOUTHFIELD LINCOLN PARK, MI 48146 313.386.1800 Start Date – 07/2013

CITY OF FLAT ROCK MATT SYPE, DPS DIRECTOR 25500 GIBRALTAR ROAD FLAT ROCK, MI 734.782.2470 Start Date – 10/2013

CITY OF DETROIT *
RON BRUNDIDGE, DIRECTOR
CITY OF DETROIT – DEARTMENT OF PUBLIC WORKS
802 COLEMAN A. YOUNG MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
313.224.3901
Start Date – 05/2014

CITY OF SOUTHGATE JOSEPH G. KUSPA, MAYOR 14400 DIX-TELEDO HIGHWAY SOUTHGATE, MICHIGAN 48195 734.258.3021 Start Date – 07/2014

CHARTER TOWNSHIP OF WASHINGTON SABASTIAN PREVITI, TOWNSHIP SUPERVISOR 57900 VAN DYKE WASHINGTON, MICHIGAN 48094 586.786.0010 Start Date – 10/2014

CHARTER TOWNSHIP OF ROYAL OAK DONNA J. SQUALLS, TOWNSHIP SUPERVISOR 21131 GARDEN LANE FERNDALE, MICHIGAN 48320 248.547.9804 Start Date – 07/2014







CITY OF ECORSE DAVID FLATEN, CITY MANAGER 3869 W. JEFFERSON AVENU ECORSE, MICHIGAN 48229-1798 313.386.2410 Start Date – 07/2014

CITY OF BLOOMFIELD HILLS DAVID HENDRICKSON, CITY MANAGER 45 EAST LONG LAKE ROAD BLOOMFIELD HILLS, MICHIGAN 48304-2322 248.530.1404 Start Date – 04/2015

CITY OF MELVINDALE RICHARD S. ORTIZ, CITY ADMINISTRATOR 3100 OAKWOOD BOULEVARD MELVINDALE, MICHIGAN 48122 313.429.1040 Start Date – 04/2015

CHARTER TOWNSHIP OF CANTON *
TIM FASS, CANTON TOWNSHIP OPERATIONS DIRECTOR
1150 S. CANTON CENTER ROAD
CANTON. MICHIGAN 48188
734.394.5160
Start Date - 05/2015

CHARTER TOWNSHIP OF HARRISON KENNETH J. VERKEST, TOWNSHIP SUPERVISOR 38151 L' ANSE CRUSE HARRISON TOWNSHIP, MICHIGAN 48045 586.466.1406 Start Date – 05/2015

CITY OF ORCHARD LAKE VILLAGE GERRY MC CALLUM, DIRECTOR OF PUBLIC SERVICES 3955 ORCHARD LAKE ROAD ORCHARD LAKE, MICHIGAN 48323 248.682.2400 Start Date – 07/2015

CHARTER TOWNSHIP OF PLYMOUTH
PATRICK FELLRATH, PUBLIC SERVICE DIRECTOR
9955 N. HAGGERTY ROAD
PLYMOUTH, MICHIGAN 48170
734.354.3270
Start Date – 10/2015







MACOMB TOWNSHIP
JANET N. DUNN, TOWNSHIP SUPERVISOR
54111 BROUGHTON ROAD
MACOMB, MICHIGAN 48042
586.992.0710
Start Date – 10/2015

CITY OF WOODHAVEN
TIM NEIGHBORS, DPS/WATER DIRECTOR
21869 WEST ROAD
WOODHAVEN, MICHIGAN 48123
734.341.7192
Start Date – 11/2015

CITY OF LIVONIA*
DOUG MOORE, ASSISTANT DIRECTOR OF PUBLIC WORKS
12973 FARMINGTON ROAD LIVONIA, MICHIGAN 48150
734.466.2655
Start Date – 12/2015

CITY OF STERLING HEIGHTS*
MICHAEL MOORE, PUBLIC WORKS DIRECTOR
7200 EIGHTEEN MILE ROAD
STERLING HEIGHTS, MICHIGAN 48314
586.446.2450
Start Date – 05/201/2016

CITY OF SOUTHFIELD JOHN MICHRINA, ASSISTANT CITY MANAGER 2600 EVERGREEN ROAD SOUITHFIELD, MICHIGAN 48076 248.508.2615 Start Date – July 1, 2016

CITY OF GARDEN CITY KEVIN RONEY, DIRECTOR DPARTMENT OF PUBLIC WORKS 31800 BEECHWOOD GARDEN CITY, MICHIGAN 48135 734.793.1800 Start Date - July 1, 2016

VILLAGE OF FRANKLIN JAMES CREECH, VILLAGE ADMINISTRATOR 32325 FRANKLIN ROAD FRANKLIN, MICHIGAN 48025 248.626.9666 Start Date – July 1, 2016







NORTHVILLE TOWNSHIP

TOM CASARI, DIRECTOR OF PUBLIC SERVICES 44405 SIX MILE ROAD NORTHVILLE, MICHIGAN 48168 248.662.0495 Start Date – February 21, 2011

CITY OF SOUTH LYON LYNNE LADNER, CITY MANAGER 335 S. WARREN SOUTH LYON, MICHIGAN 48178 248.437.1735 Start Date – July 1, 2013

CITY OF WALLED LAKE
CHELSEA RODGERS, ASSISTANT CITY MANAGER
1499 E. WEST MAPLE ROAD
WALLED LAKE, MICHIGAN 48390
248.624.4847
Start Date – July 1, 2013

CITY OF DEARBORN*
MARK BRACE, SENIOR BUYER
16901 MICHIGAN AVENUE
DEARBORN, MICHIGAN 48126
313.943.2382
Start Date – July 1, 2017

CITY OF HAZEL PARK ED KLOBUCHER, CITY MANAGER 111 EAST NINE MILE ROAD HAZEL PARK, MICHIGAN 48030-1892 248.546.4060 Start Date – July 1, 2017

REDFORD TOWNSHIP JOHN SELMI, DIRECTOR OF PUBLIC SERVICES 12200 BEECHDALY ROAD REDFORD, MICHIGAN 48239 313.387.2641 Start Date – July 1, 2017

CITY OF RIVER ROUGE MICHAEL D. BOWDLER, MAYOR 10600 W. JEFFERSON RIVER ROUGE, MICHIGAN 48218 313.842.4200 Start Date – May 16, 2017







CHARTER TOWNSHIP OF RICHMOND CINDI GRIENIA, TOWNSHIP SUPERVISOR 34900 SCHOOL ROAD RICHMOND, MICHIGAN 48062 586.727.8998 Start Day – January 1, 2017

CHARTER TOWNSHIP OF RAY JOE JARZYNA, TOWNSHIP SUPERVISOR 64255 W. WOLCOTT RAY, MICHIGAN 48096 586.744.5171 Start Date – July 31, 2017

CITY OF ROCHESTER HILLS BOB WHITE, SUPERVISOR OF ORDINANCE SERVICES 1000 ROCHESTER HILLS DRIVE ROCHESTER HILLS, MICHIGAN 248.841.2441 Start Date – July 31, 201

VILLAGE OF OXFORD EVAN TEICH, VILLAGE MANAGER 22 W, DURDICK OXFORD, MICHIGAN 48371 248.628.2543 Starr Date – July 31, 2017

CHARTER TOWNSHIP OF WHITE LAKE RIK KOWALL, TOWNSHIP SUPERVISOR 7525 HIGHLAND ROAD WHITE LKAE, MICHIGAN 248.698.3300 Start Date – July 31, 2017

VILLAGE OF WOLVERINE LAKE NATHAN BURD, VILLAGE ADMINISTRATOR 425 GLENGARY WOLVERINE LAKE, MICHIGAN 48390 248.624.1710 Start Date – July 31, 2017







CITY OF HIGHLAND PARK HUBERT YOPP, MAYOR 12050 WOODWARD AVENUE HIGHLAND PARK, MICHIGAN 48203 313.252.0050 Start Date - July 1, 2018

CITY OF INKSTER BYRON NOLEN, MAYOR 26215 TROWBRIDGE STREET INLSTER, MICHIGAN 48141 313.563.4234 Start Date – July 1, 2018

VILLAGE OF NEW HAVEN SANDRA CAZEL, VILLAGE OFFICE MANAGER 57775 MAIN STREET NEW HAVEN, MICHIGAN 48048 586.749.5301 Start Date – October 1, 2019

VILLAGE OF ROMEO KATHRYN TRAPP, VILLAGE CLERK 121 W. ST. CLAIR ROMEO, MICHIGAN 48065 586.752.3565 Start Date – November 1, 2019

COMMERCE TOWNSHIP DAVID SCOTT, TOWNSHIP SUPERVISOR 2009 COMMERCE TOWNSHIP DRIVE COMMERCE TOWNSHIP, MICHIGAN 48390 248.960.7070 Start Date – January 1, 2020

ORION TOWNSHIP SAMANTHA TIMKO, ASSISTANT TO THE TOWNSHIP SUPERVISOR 2525 ROSLYN ROAD LAKE ORION, MICHIGAN 48360 248.391.0340 Start Date – January 1, 2020







WATERFORD TOWNSHIP*
GARY WALL, TOWNSHIP SUPERVISOR
5200 CIVIC CENTER DRIVE
WATERFORD, MICHIGAN 48329
248.760.7339
Start Date – March 30, 2020

ARBELA TOWNSHIP
JOSEPH WHITE, TOWNSHIP SUPERVISOR
8935 BIRCH RUN ROAD
MILLINGTON, MICHIGAN 48746
989.871.2022
Start Date – November 1, 2020

ALLEN PARK MARK A. KIBBY, CITY ADMINISTRATOR 15915 SOUTHFIELD ROAD ALLEN PARK, MICHIGAN 48101 313.928.1883 Start Date – May 1, 2021

CITY OF NOVI VICTOR CARDENAS, ASSISTANT CITY MANAGER 45175 TEN MILE ROAD NOVI, MICHIGAN 48375 248.347.0450 Start Date – July 1, 2021

CITY OF AUBURN HILLS RONALD MELCHERT, DIRECTOR, DEPARTMENT OF PUBLIC WORKS 1500 BROWN ROAD AUBURN HILLS, MICHIGAN 48326 248.364.6902 Start date – January 1, 2022

CITY OF SWARTZ CREEK ANDY HARRIS, DIRECTOR OF COMMUNITY SERVCIES 8083 CIVIC DRIVE SWARTZ CREEK, MICHIGAN 48473-2887 810.635.4464 Start Date: July 1, 2021







CITY OF FENTON
MICHAEL HART, ASSISTANT CITY MANAGER
301 S. LEROY
FENTON, MICHIGAN 48430
810.433.7953
Start Date: October 1, 2021

MIDLAND TOWNSHIP SHELLY ARMSTRONG, CLERK 1030 S. POSEYVILLE ROAD MILFORD TOWNSHIP, MICHIGAN 48640 989.708.6683 Start Date: April 1, 2021

Note 1: An asterisk after the municipal name indicates a community of 25, 000 to 90,000 service units.





Office of the Supervisor

Steven Kaplan, Supervisor Charter Township of West Bloomfield (248) 409-1581 (248) 410-0919 (C) Kris D'Arcy Executive Assistant (248) 451-4845

September 14, 2021

GFL Environmental USA, Inc. 6200 Elmridge Drive Sterling Heights, MI 48313

To Whom it May Concern:

West Bloomfield Township has contracted with GFL Environmental USA for a three-year single waste hauler term, followed by two, two-year extension opportunities. The Township, which consists of roughly 22,000 homes, is very pleased with the services it has received from GFL Environmental USA, Inc. We have been impressed with their timely responses (especially the efforts of Anthony Mattice) to our calls and emails; the number of customer issues is minimal. I would recommend GFL Environmental USA, Inc. to other municipalities looking for a waste hauling service.

If I can be of any further assistance, contact me at 248-409-1581.

Sincerely,

Steven Kaplan

West Bloomfield Township Supervisor



Rik Kowall, Supervisor Anthony L. Noble, Clerk Mike Roman, Treasurer



Trustees Scott Ruggles Liz Fessler Smith Andrea C. Voorheis Michael Powell

WHITE LAKE TOWNSHIP

7525 Highland Road - White Lake, Michigan 48383-2900 - (248) 698-3300 - www.whitelaketwp.com

September 15, 2021

To Whom It May Concern:

The service Green for Life (GFL) provides has been wonderful. GFL takes care of garbage, recycling, yard waste, and bulk item pick-up for every household in White Lake Township. GFL also holds an annual Household Hazardous Waste Drop-off Day for our residents. In the past, we have worked closely with Jeff VanEtten, Tommy Baird, and most recently, Gary Barrett as the Route Supervisor. The route supervisors have been readily available and go above and beyond to take care of any garbage concerns. They even call us in advance to inform us of icy conditions, low hanging tree branches, or utility lines that are preventing the trucks from getting through specific streets. The efficient communication with our Route Supervisor allows us to quickly address the garbage issues that are brought to our attention.

The few complaints we receive in our office regarding a missed pick-up or recyclables/debris along the roadway have been handled quickly and efficiently. The one concern we hear about consistently has been the long hold time when residents are trying to reach GFL's Customer Care Center to order a new recycling cart or replacement cart. However, we have been told that the call center is short-staffed, which is understandable since most businesses are short-staffed during this time.

GFL provides excellent customer service in White Lake Township. Our residents are always thrilled to find out that they do not need to call ahead for large item pick-up. And if there happens to be an item that is too large for the truck (such as a basketball pole), the drivers have been tagging items with the reason it could not be picked up. That way the resident is kept in the loop and understands why an item may have been left behind.

We hope you find this letter helpful. Please contact our office at (248) 698-3300 with any questions.

Sincerely,

White Lake Township 248-698-3300

21 E. Church St. Lake Orion, MI 48362



248-693-8391 ext. 101 www.lakeorion.org youngj@lakeorion.org

September 24, 2021

Quint Ramanauskas General Manager 6200 Elmridge St. Sterling Heights, MI 48313

RE: Reference of GFL's Services

Mr. Ramanauskas,

This is a reference letter of GFL's services to the Village which we are very pleased with having your firm provide over the past several years. Those services include household solid waste collection and disposal service, yard waste collection and processing, recycling collection and processing along with bulk waste service along with containerized service for Village locations.

The relationship with the Village is based on GFL's excellent response to complaints, request and issues that we rely on your firm for. The communication of a day-to-day basis with our staff and yours is prompt and professional. The assistance with other issues and needs for improving our waste system is most appreciated.

We are thankful to have GFL to serve our community and look for continuing working together to serve our residents and businesses.

Very truly yours,

K. Joseph, Young, Manager

Village of Lake Orion 248-693-8391 ext. 101

Cell: 248-797-9542

Email: youngi@lakeorion.org

THE CHARTER TOWNSHIP OF COMMERCE

LARRY E. GRAY SUPERVISOR MELISSA CREECH CLERK MOLLY B. PHILLIPS TREASURER

2009 TOWNSHIP DRIVE COMMERCE TOWNSHIP MICHIGAN 48390 (248) 624-0110 www.commercetwp.com TRUSTEES

BOB BERKHEISER
RICK SOVEL

VANESSA MAGNEH
GEORGE WEBER

September, 2021

I would like to take this opportunity to share our satisfaction with GFL Environmental Inc. We have been under contract with GFL for almost two years and they have provided impeccable service to our residents. In addition, it was an almost flawless transition with many moving parts efficiently orchestrated by Don Barretta.

GFL has been amazing and the drivers quickly acclimated themselves quite well to our "lakes area" as very few roads are straight and our Township is not the organized grid pattern of many communities. We have small dead end roads that they have managed to navigate without issue.

Customer service is accessible, professional and informative. Trucks are clean, maintained and present a professional appearance, and the drivers are polite, attentive, on time, and responsible. The field supervisors are always accessible and willing and able to handle complex or minor incidents. Management is prompt, professional and eager to assist. Anytime there is a change in staff they are quick to notify us and personally introduce the new staff member to our Township team.

I am very satisfied with the dedication and professionalism GFL has delivered to the Commerce Township community. Furthermore, our community is enjoying the on-time, hassle-free service provided by GFL. I highly recommend GFL Environmental, Inc.

Sincerely,

Melissa Creech, MiPMC

Welissa Creech

Clerk, Charter Township of Commerce

Assessing (248) 960-7077 Building (248) 960-7060 Supervisor. (248) 950-7070

Tressurer ... (248) 960-7040



InnovatingLiving

TEL 586.446.2440 FAX 586.268.7516 cityhali@sterling-heights.net | www.sterling-heights.net facebook.com/cityofsterlingheights | twitter.com/sterlingheights

October 1, 2021

Don Barretta **Community Relations Manager** Green For Life, Environmental (GFL) 6200 Elmridge Sterling Heights, Michigan 48313

Re: Service During Covid-19 Pandemic

Dear Mr. Barretta,

I wanted to express my appreciation to GFL for continuting to service our community through the pandemic amidst the global pandemic. Never having to delay our collection by one day is a testament to GFLs commitment to service Sterling Heights as we desire.

I do however look forward to improving customer service for our residents with GFL.

Sincerely,

Michael Moore, Director **Department of Public Works** City Council

Mayor Mayor Pro Tem Councilwoman Councilman Councilwoman Councilman

Michael C. Taylor Liz Sierawski Deanna Koski Michael V. Radtke Jr. Maria G. Schmidt Henry Yanez Councilwoman | Barbara A. Ziarko

City Manager Mark D. Vanderpool



City of Keego Harbor

2025 Beechmont Keego Harbor, Michigan 48320

September 27, 2021

TO: Whom it May Concern

RE: GFL USA (Green For Life)

This letter is written to recommend the usage of GFL USA for your waste, recycling and compost needs.

With Rusty Longtine as Supervisor and Dan Garman as our Sales Representative, the integrity, professionalism and reliability of GFL's services is unprecedented.

We use GFL USA for our waste, recycling and from April through November, compost pick up. We are also a member of their rewards program, GFLUSARewards.com which encourages residents to recycle curbside by offering savings to local businesses just for their recycling efforts.

We have been very pleased with GFL USA and are happy to recommend them to the any municipality as an efficient, well organized professional company to handle their waste and recycling needs.

Respectfully,

City of Keego Harbor

City Administration (248) 682-1930 • Fax (248) 682-2008
Police Administration/Non-Emergency (248) 682-3030 • Fax (248) 682-1635 • Police/Fire

BOARD OF TRUSTEES

Gary Wall, Supervisor Kim Markee, Clerk Steven Thomas, Treasurer Anthony M. Bartolotta, Trustee Marie E. Hauswirth, Trustee Janet Matsura, Trustee Mark Monohon, Trustee



Gary Wall
Township Supervisor

5200 Civic Center Drive Waterford, Michigan 48329-3773 Telephone: (248) 674-6201 Fax: (248) 674-5451 gwall@waterfordmi.gov

September 24, 2021

Re: GFL Environmental, USA residential curbside collection in Waterford

To Whom it May Concern:

In March 2020, Waterford Township transitioned to a single hauler for residential curbside collection of trash, recycling, yard waste, and bulk item collection with GFL Environmental, USA.

Our experience with GFL has been favorable and now that we're 18 months into the program, things run smoothly and a vast majority of our residents are pleased with the transition to a single-hauler program and the service they receive from GFL.

Overall, we receive few complaints and the ones we do get are addressed and resolved in a timely manner. We are seeing less traffic on our subdivision roads with a single hauler, and each neighborhood has collection one day of the week with everyone using the blue carts provided by GFL. Our residents say they like the monthly bulk item pickup, the large carts for recycling, and unlimited yard waste collection.

Our relationship with GLF's administration, customer service team, and the drivers and supervisors has been excellent for this first year and a half.

Sincerely,

Gary Wall

Township Supervisor



Bryan K. Barnett Mayor

9/27/2021

City Council

Stephanie Morita District 1

RE: Referral Letter

David J. Blair District 2

To Whom it may concern:

Susan M. Bowyer, Ph.D.

District 3

Ryan J. Deel District 4

Dale Hetrick At-Large

Theresa Mungioli At-Large

David Walker At-Large

My name is David Smith and I am the Ordinance Manager for the City of Rochester Hills. I have held my current position since August of 2021. As a part of my responsibilities, I

manage the City's contract with GFL for solid/yard waste removal and recycling.

During my time in this positon I have worked directly with Terry Hammond (Route supervisor), Don Barretta and John Monnette. Terry has been my initial contact with GFL on any resident's complaints of service. It has been my experience that Terry addressed/corrected most of the issues I sent him. On occasion a follow up email was required, however, anything that didn't get handled by Terry was always addressed with speed and competence by Don or John.

Should anyone have additional questions regarding my interactions with GFL staff, I can be reached at my below contacts.

Respectfully,

David Smith

P(248)841-2441

smithd@rochesterhills.org



City of Royal Oak Dept. of Public Service 1600 N Campbell Rd Royal Oak, MI 48067 248.246.3300

September 15, 2021

Don Baretta GFL Environmental 6200 Elmridge Drive Sterling Heights, MI 48313

Mr. Baretta:

The City of Royal Oak continues to be pleased with the overall level and quality of service provided by GFL in the performance of its contract. On many occasions the crews have exceeded expectations and I appreciate the prompt attention to any issues or concerns that arise.

To the extent that any improvements may be warranted, they would concern communication with our office staff. Mike Truba – our assigned supervisor – is prompt in addressing concerns, however additional follow up with our office to confirm resolution would be helpful and appreciated.

We also appreciate the hard work of your truck drivers and laborers. Often, they will pick up overweight or misplaced items. As a matter of customer service, I don't want to discourage that practice. I would encourage them, however, to regularly sticker the cans when there are violations — even in cases when the trash is still picked up. Further, when cans aren't picked up because of a violation, it would be helpful for staff to have the relevant information to better address the inevitable call to our office. I encourage Mike to work with our office staff on a communication method that is not overly burdensome, but provides timely information to help improve service delivery.

These improvements notwithstanding, our experience with GFL has been overwhelmingly positive – both from the perspective of city administrators and from the overall level of satisfaction expressed by the city's residents.

I look forward to our continued partnership and would be happy to further elaborate on the contents of this review; please feel free to contact me directly at 248.246.3313.

Sincerely,

Aaron J. Filipski

Director - Public Services and Recreation



City of Rochester

400 Sixth Street Rochester, MI 48307 P: (248) 733-3700 F: (248) 733-3170 www.rochestermi.org

September 27, 2021

To GFL Environmental USA Inc.,

This letter is to let you know that working with GFL has always been a pleasure. Whether it is with the service center or working with our route supervisors, which most recently has been Terry Hammand and Nathan Rix, we always have had great service. The drivers do a great job as well, but if we do have any complaints a quick email to the route supervisor and we receive help to resolve any problems pretty much right away.

Thank you,

Sherry Kush FINANCE - SENIOR ACCOUNT TECHNICIAN



400 Sixth Street, Rochester, MI 48307

P; (248) 733-3700 ext 246

F: (248) 733-3170 C: (248) 270-0452

E: skush@rochestermi.org www.rochestermi.org



Phone: (248) 391-0304

September 24, 2021

To Whom It May Concern:

I am writing this letter regarding the service performance of Green for Life Environmental (GFL) as it relates to the collection of solid waste, recycling, and yard waste in Orion Township. GFL has been the designated waste hauler for our community since January 2020, and we have been very pleased with the level of service we have received from the operations team. We have had the opportunity to work closely with Chris Thornsberry for the majority of this time as route supervisor and our staff appreciates his level of communication and his going above and beyond for solving any issue that may arise. The openness of communication between the Township and the route supervisor allows us to work together to quickly address any issues that are brought to either party's attention and leave the residents feeling well taken care of.

Garbage collection complaints are a thing of the past in Orion Township. The very few times we receive calls about missed collection, leaking fluid, or debris left in the roadway, Chris and his GFL team quickly respond and resolve the concern, providing follow-up to the Township to share the resolution. The one concern we hear about consistently has been the long hold times with the GFL customer service team. However, our team also has a great relationship with the GFL customer service team and we are able to quickly elevate these concerns as needed and have the account matters resolved more promptly.

The Township and our residents are very pleased with the level of service provided by GFL. If I can be of any further assistance, or provide you with any additional information, please do not hesitate to contact me.

Sincerely,

Chris Barnett

Township Supervisor

BOARD OF TRUSTEES

Gary Wall, Supervisor Kim Markee, Clerk Steven Thomas, Treasurer Anthony M. Bartolotta, Trustee Marie E. Hauswirth, Trustee Janet Matsura, Trustee Mark Monohon, Trustee



Gary Wall
Township Supervisor

Shelly Schloss
Senior Executive Assistant

5200 Civic Center Drive Waterford, Michigan 48329-3773 Telephone: (248) 674-6201 Fax: (248) 674-5451 gwall@waterfordmi.gov

September 18, 2020

Letter re: Thomas Drinnon, GFL Driver Supervisor for Waterford

To Whom It May Concern,

As the primary point of contact and liaison for Waterford Township in our residential curbside waste hauling contract with GFL Environmental, I would like to take a moment to provide feedback on my experiences with Thomas Drinnon.

Tom and I interact multiple times per week regarding customer questions and concerns. Tom is always quick to respond and takes every step possible to ensure a favorable resolution for the customer within reasonable expectations. He is personable and knowledgeable and has the unique ability to de-escalate emotional and angry customers as well — not an easy task to say the least!

Tom is also proactive and does a great job of keeping the Township apprised of potential issues. He takes pride in the work the Waterford GFL team does, and truly cares about how GFL's performance impacts the Waterford community as a whole.

Sincerely,

Shelly Schloss

Senior Executive Assistant

to the Waterford Township Supervisor



CHARTER TOWNSHIP OF MILEORD

Oakland County

September 15, 2021

Quint Ramanauskas, General Manager GFL Environmental USA Inc 6200 Elmridge Sterling Hts, MI 48313

RE: GFL Environmental Service for Milford Township

Dear Mr. Ramanauskas,

We have been utilizing the services of GFL Environmental Service for approximately seven (7) years. Based on the calls we receive in our office I would classify the service as extremely good. We maintain records of calls received by property address and we averaged 23 calls per month for June through August, 2021. That is approximately .007% of the homes that are serviced. Those complaints are referred to our Route Manager, Rusty Longtine and usually resolved within a day or less. We recognize that not all complaints we receive are the fault of the trash hauler and may be an effort to deflect the fact that the trash was put out late.

We have a few private roads that can be challenging, especially in inclement weather, and some that extend further than is initially obvious and those are the residents that we seem to hear from most

GFL does an excellent job in keeping our office stocked with recycling tubs to distribute to our new residents.

We have received feedback from some residents that their efforts to contact GFL Customer Service directly is very time consuming and not always with good results.

Overall, we are pleased that we can offer this weekly service to our residents at a reasonable cost.

Respectfully,

Supervisor

Donald D. Green, Supervisor Holly Brandt, Clerk Cynthia Dagenhardt, Treasurer

Randal K. Busick, Trustee William E. Mazzara, Trustee Toni Vulaj, Trustee Dale R. Wiltse, Trustee



Village of Wolverine Lake

425 Glengary | Wolverine Lake, Michigan 48390-1404 Phone: 248.624.1710 | Fax: 248.624.3536 www.wolverinelake.com

September 15, 2021

To Whom it May Concern,

GFL Environmental USA, Inc. ("GFL") has been collecting solid waste, yard waste and recyclable materials for the Village of Wolverine Lake since August 1, 2017, when GFL assumed an existing 5-year agreement between the Village and Allied Waste Services of North America, L.L.C. GFL has provided the Village and its residents with good service. When issues have come up, our contacts at GFL have generally been responsive to the Village's concerns. GFL has also been very supportive of special events in the Village, including our annual Village Festival.

The Village administration is preparing to meet with representatives from GFL to discuss the terms of a new agreement. We hope to be able to continue our relationship with GFL in the future.

Best regards,

David W. Gillam

Village Administrator/Clerk



Village of New Haven

P.O. Box 480429 • 57775 Main Street New Haven, Michigan 48048-0429 Phone: (586) 749-5301 • Fax: (586) 749-9055

September 13, 2021

Mr. Jason Lhamon Route Supervisor GFL Environmental 6200 Elmridge Sterling Heights, MI 48313

RE: Letter of Reference

Dear Mr. Lhamon,

I don't know if you are aware of the lack of confidence the Village of New Haven had when GFL Environmental won the bid for our rubbish collection. The Village Council had voiced their opinion of concerns based on past precedence of an affiliation.

If it hadn't been for the professional interactions with your Community Relations Manager and Municipal Sales Representative, your competitive rate structure for the rubbish pickup and recycling, the Village Council wouldn't have agreed to approve a 5-year contract with GFL Environmental.

I have dealt with, over the course of my career, several change of service contracts with rubbish companies. With that being said, our transition from Waste Management to GFL was literally seamless. In other words, I barely knew it was happening the first day of service and thereon!

Fast forward, the Village of New Haven is entering into the third year of our contract, With the pandemic, employee shortages, and supply chain issues, none of it has affected the quality of service or the schedule for the Village of New Haven. We have continually since day one, have one of the best experiences dealing with GFL Environmental with you as our Route Supervisor and support staff.

I would gladly recommend GFL Environmental to other Municipalities, your company has given us great customer service, not just to our office but the residents too. The lack of confidence has been unfounded.

Respectfully yours,

Sandra Cazel

Accountant/Office Manager

lundra Cazel



September 10, 2021

David G. Miller II, Director Department of Public Works

6333 23 Mile Road Shelby Township, MI 48316-4405 Phone (586) 731-5990 Fax (586) 726-7221 dpw@shelbytwp.org www.shelbytwp.org

Green for Life Environmental Attn: Quint Ram 6200 Elmridge

Sterling Heights MI 48313

RE: Green for Life

Professional Reference - Waste Hauler

Dear Mr. Ram,

I am writing in reference to my experience with the single waste hauler service that Green for Life (GFL) has been providing Shelby Township continuously since October 2016. Our original contract was with Rizzo from 2012-2025 and GFL took over the contract in October 2016. I have worked with Don Barretta at a corporate level and Dan Reed as the supervisor dedicated to Shelby Township. I have a great working relationship with this GFL team.

On a day-to-day basis, GFL provides Shelby Township with reliable professional staff to assist us with curbside trash, recycling and yard waste. Mr. Reed assists with any questions I may have, communicates proactively regarding any delays or problems, and reacts quickly to any requests I express to him. Shelby Township does have its challenges, especially with yard waste, but GFL works diligently each season to improve service. I have seen excellent results measured by the low amount of phone calls I receive from our residents.

I appreciate the opportunity to share my experience that I have with Green for Life and if you have any questions, please feel free to call me at 586-731-5990.

Sincerely,

Pam Murrell

Assistant to the DPW Director pmurrell@shelbytwp.org

Pan Murrell



City of Madison Heights, Michigan

City Hall Municipal Offices 300 W. Thirteen Mile Road Madison Heights, MI 48071 Department of Public Services 801 Ajax Drive Madison Heights, Mi 48071

Fire Department 31313 Brush Street Madison Heights, MI 48071

Police Department 280 W. Thirteen Mile Road Madison Heights, MI 48071

www.madison-heights.org

September 16, 2021

GFL - Michigan Office 26999 Central Park Boulevard, Suite 200 Southfield, MI 48076

To Whom It May Concern:

Doug Jones has shown exemplary dedication to his role as a GFL Supervisor. With his lead, our office staff has seen a decrease in complaint call volume in the last year. He strives for perfection and pushes his supporting employees to work at their best. If there is an issue of any nature in regards to service, he will make it right. He has also helped motivate his staff to be consistent with their early finish times. While he is off duty, Doug answers emails, text messages and tries his best to post helpful answers to our residents directly on social media. His work ethic is impeccable and awe-inspiring, his willingness to compromise in difficult situations are great examples to those he leads. We are grateful to be able to depend on him to get the job done!

Secondly, as a reflection of GFL as a whole – during the flood of 2014 the organization went above and beyond the call of duty. Employees stayed late into the night trying to assist our residents during a very traumatic and devastating time. GFL offered to remove anything they could haul even if those items were not on the list of normally picked up waste. During a time of need, GFL's services were invaluable. We would not have recovered as soon as we did without their help.

In conclusion, the City of Madison Heights Department of Public Services office staff is happy with the services provided by GFL and the dedication that is evident in their supervisor.

Best Regards,

Sakinna T. Robinson Administrative Assistant

City of Madison Heights Department of Public Services

Area Code (248)

7808 OOGO (290)	
Finance	583-0846
Fire Department	583-3605
43rd District Court	583-1800
Human Resources	583-0828
Library	588-7763

Mayor & City Council	583-0829
Nature Center	
Police Department	585-2100
Purchasing	
Recreation	589-2294
Water & Treasurer	583-0845



The Historic VILLAGE OF ROMEO

Office: 121 W. St. Clair, Romeo, MI 48065 • 586-752-3565 • www.villageofromeo.org

Christine Malzahn , President Kathryn Trapp , Clerk Sherri Maddox , Treasurer

September 21, 2021

To whom it may concern:

My name is Kathryn Trapp, elected Clerk to the Village of Romeo. I wanted to take this opportunity to commend the wonderful service we receive from GFL and Ricky Toombs. The Village of Romeo entered into a contract with GFL Services in October of 2019. Since that time, GFL has consistently given us great service every week. This year we had the pleasure of meeting Ricky Toombs as our new area supervisor. Ricky's service to the Village of Romeo has been beyond outstanding. He has developed a great working relationship with out front office assistant, Cindy Wilson, with whom he communicates with every week. Cindy can completely rely on Ricky no matter what time of our scheduled day she contacts him.

The Village of Romeo is very fortunate to have Ricky Toombs as our business partner.

Thank you,

Kathryn Trabu



September 26th, 2021

Quint Ramanauskas General Manager Green For Life

Mr. Ramanauskas,

Please accept this letter as an updated reference regarding the residential curbside collection of rubbish, yard waste and recyclables from the Village of Oxford, MI.

Overall I am pleased with the service GFL provides. The drivers are professional and careful when they are in town doing their routes.

Please feel free to reach out to me with any questions

Joseph M. Madore Village Manager



September 15, 2021

Charter Township of Highland 205 N. John Street Highland, MI 48357 248.887.3791 p 248.889.0988 f

GFLUSA Attn: Don Barretta 6200 Elmridge Dr. Sterling Heights, MI 48313

Dear Don,

I am writing this recommendation letter for the services provided by GFLUSA.

Highland Township has had a contract with GFLUSA since September 2016 and we have been a very satisfied customer.

highlandtwp.net

GFLUSA has always provided great service. Their employees and management have excellent customer service skills and always deliver on their promise.

If you have any questions or need any clarifications regarding GFLUSA, please feel free to contact me through my Administrative Assistant, Karen Provo at 248-887-3791 ext. 3.

Regards,

Rick A. Hamill, Supervisor Charter Township of Highland





City of Hazel Park

Department of Public Works 24211 Couzens, Hazel Park, MI 48030 PH - 248.542.0340 FX - 248.414.5957

September 9, 2021

The City of Hazel Park is pleased with GFL services, our city has five day a week pick up which includes trash, yard waste and recycling. The routes are completed in a timely manner each day. Any and all issues are addressed the same day. Hazel Park is pleased with our GFL Supervisor, he has been assigned to our city for multiple years which has created a consistent operation.

Thank you.

Thomas Jones

DPW Superintendent

City of Hazel Park



32325 Franklin Road, Franklin, Michigan 48025

FAX: (248) 626-0538

(248) 626-9666

GFL-Green for Life 26999 Central Park Blvd Ste 200 Southfield, MI 48076

Re: Village of Franklin

On behalf of the Village of Franklin I would like to express our gratitude for the exceptional customer service we receive from GFL.

Periodically we receive complaints from our residents regarding a missed pick up or late set out. GFL makes it very easy for us to report. We simply text the route lead or supervisor and they respond promptly.

We appreciate the service we receive.

Sincerely,

Doreen Martin Office Manager Village of Franklin 32325 Franklin Rd Franklin, MI 48025



City of Fraser 31250 KENDALL • FRASER, MICHIGAN 48026



September 28, 2021

GFL 6200 Elmridge Dr. Sterling Heights, MI 48313

RE:

Service

To whom it may concern:

The City of Fraser Department of Public Works is satisfied with the Service GFL has been providing the City. Very few complaints are received; usually for broken carts.

Sincerely,

Mark Ragsdale
DPW Superintendent



Charter Township of Harrison

To Whom It May Concern,

Heather Snay has been a pleasure to work with over the last few years. As the Route Supervisor, she is my contact to GFL management. She is very responsive to any issue that may arise and communicates effectively to minimize future problems.

As the Deputy Supervisors in Harrison Twp., I speak with residents on a daily basis about a variety of issues around the township. At times, matters arise from those conversations that pertain to the waste hauling, recycling, or chipping service provided to them through our GFL contract. I always reach out to Heather afterword because I trust her to handle any situation with a great deal of professionalism. She has always been prompt about investigating any issue or finding any information I need through GFL. She has been a valuable asset to my office to rectify issues and to communicate effectively with the company she represents.

I've witnessed that she is skilled in her profession. As a result, I would be happy to recommend her and GFL.

Joseph Aragona Deputy Supervisor Charter Township of Harrison



September 24, 2021

GFL Environmental USA Inc. 6200 Elmridge Drive Sterling Heights, Michigan, 48313

To Whom it May Concern:

The City of Orchard Lake has contracted with Green For Life (GFL) Environmental for the past 7 years for garbage, yard waste, and recycling pickup. The City has been very pleased with the services provided by GFL at a very reasonable costs.

If you have any questions or wish to speak to me in person, please feel free to call

Sincerely,

City of Orchard Lake

Gerry McCallum

Director of City Services

Done

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CITY & EASTPOINTE

DEPARTMENT OF PUBLIC WORKS AND SERVICE 17750 YEN MILE ROAD EASTPOINTE, MICHIGAN 48021 (586) 445-5053 Fax (586) 445-4088

September 9, 2021

To Whom it May Concern

I am writing this to let you know that the City of Eastpointe has been pleased with Chad Redman's performance as the route Supervisor with GFL. His timely response to our many complaints and missed stops is very much appreciated.

Thank you

Carol Apley

Administrative Supervisor

City of Eastpointe

Department of Public Works and Service

586 445-5053 x6005





Robert Binson
Mayor
Aaron Delikta
Council Member
Peter Harenski
Council Member
Richard Moeller
Council Member
Patrick Pockrandt
Council Member
Dennis E. Champine
City Manager/City Clerk
Joseph Sobota
City Treasurer/Finance Dir.

September 10, 2021

To Whom It May Concern:

The City of Center Line is pleased with the services from GFL for our garbage, yard waste and recycling pickup.

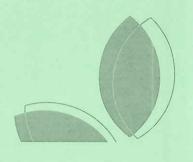
Should there be any issues with any of the services, Doug Jones sees to it that these issues are handled as quickly as possible.

Sincerely,

Jennifer Miller Secretary



> Tab 10. Exceptions Form & Model Contract



I. MODEL CONTRACT TERMS AND CONDITIONS

EXCEPTION FORM

Term/Condition	Exception	Proposed Language
Intentio	onally left Blan	k
No Exc	eptions at this	time.
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		**

I. Model Contract Recitals

WHEREAS, the Van Buren Charter Township ("Township") is a duly authorized local unit of government; and

WHEREAS, Township provides for contracted solid waste management services to its residents; and

WHEREAS, on _____, 20___, Township issued a Request For Proposals ("RFP"); and

WHEREAS, _____ ("Contractor") responded to the RFP with an RFP Response ("RFP Response"); and

WHEREAS, Contractor has provided its "best pricing" in Contractor's RFP Response; and

WHEREAS, Contractor has agreed to provide "Best Available Services and Technology" to the Township under the RFP Response; and

WHEREAS, Contractor agrees that Contractor participated in the RFP process voluntarily, in good faith, and without any consultation or agreement with any other entity to restrict or otherwise control pricing before or during the entire RFP process; and

WHEREAS, Contractor hereby represents, pledges and warrants that it has the know-how, the resources and the finances to execute, carry-out and perform all of the services set forth under this Contract in the manner required by this Contract and otherwise consistent with the Contractor's RFP Response; and

WHEREAS, Contractor participated in the RFP process and has no claims concerning the RFP process used by Township and hereby waives any such claims or disputes relating to or arising from the RFP process.

II. Model Contract Definitions

Each term or phrase below shall have the meaning presented as set forth herein.

- A. "Acceptable Invoice" means an invoice generated by the Contractor and submitted to Township for the services conducted under this Contract that is otherwise consistent with this Contract. If Township does not object to an Invoice within ten (10) Business Days of its receipt, it shall be deemed an "Acceptable Invoice" as presented by the Contractor.
- **B.** "Applicable Laws" means any statute, law, constitution, charter, ordinance, resolution, judgment, administrative order, decree, rule, regulation, directive, or standard, which is enacted, adopted, promulgated, issued or enforced by a governmental body, a regulatory agency, a local government, a State, the Federal Government or a division of the Federal Government, and/or any court of competent jurisdiction that relates to or affects Township, the Contractor, or the performance by a party of its obligations under this Contract.
- C. "Best Available Services and Technology" means the best available personnel, training, vehicles, technology, reporting, customer services and Contract incentives that are equal to or greater than what Contractor provides under another existing municipal contract, an existing extension of another municipal contract or any municipal contract entered into during the Term of this Contract for a municipal entity of over 3,000 households in Michigan.
- D. "Bulky Waste/White Goods Waste" means bulk items and includes, but is not limited to, couch, loveseat, recliner, kitchen table and chairs, bed frames, mattress and box springs (must be wrapped entirely), headboard, end tables, treadmills, bicycles. Standard white good items, include but are not limited to, air conditioners / dehumidifiers / dishwashers / dryers / freezers / hot water tanks / humidifiers / refrigerators / stoves and washers.
- **E.** "Business Day" means Monday through Friday and shall exclude Saturday, Sunday and any Holiday as defined herein.
- F. "Calendar Day" means days running consecutively and consistent with a published calendar for the relevant year at issue. In calculating "Calendar

Days", there are no exceptions for weekends or any Holiday as defined herein. When calculating "Calendar Days" the day of the starting event shall not be counted in the calculation.

- G. "Change in Law" shall mean any act, statute, rule, ordinance or legislative action promulgated after the Effective Date where compliance with such change materially increases the costs to the Contractor in performing the Contract Waste services.
- **H.** "Commencement Date" means the _____ day of ______, 2023, wherein the services by the Contractor shall commence under this Contract. The Commencement Date is separate from the Effective Date.
- I. "Contract" means the written agreement governing the complete performance of the services defined herein as reviewed and executed by Township and the Contractor.
- **J.** "Contract Recitals" means the Contract Recitals as stated herein which, by agreement of the parties, are part of the Contract and binding on the Contractor and the Township.
- K. "Contract Term" means the duration of this Contract between Township and Contractor as defined in the Contract, including any authorized extension(s) of the Contract.
- L. "Contract Transition" means the time period, regardless of the length of time between the Effective Date and the Commencement Date wherein Contractor shall meet, as requested, with Township representatives to prepare for and discuss the services under this Contract to ensure that both Contractor and Township are prepared to timely initiate the Contract Services as set forth herein.
- M. "Contract Waste" means all of the materials that Contractor agrees to collect and/or manage under this Contract. Contract Waste is Trash, including Bulky Waste and White Goods, Recyclables and Yard Waste.
- N. "Contractor" means the party governed by the Contract herein that has agreed to perform the work set forth by this Contract, or any part of it, including its successors or assigns, or any duly authorized agents or authorized legal representatives of the Contractor.

- O. "Curb/Curbside" means the vertical edging to the street pavement, or, where there is no street pavement edge, it shall mean the edge of the road material and shall include the side of the road laterally and within ten (10) feet of the driveway cut at issue.
- P. "Disposal Facility(ies)" means the landfill, transfer facility, composting facility, MRF or other lawful facility that will be utilized for the disposal, management, or processing of Contract Waste under this Contract.
- **Q.** "Effective Date" means the date this Contract is fully executed by the authorized representative of the Township and the Contractor.
- R. "EGLE" 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 shall be transferred or any other appropriate agency. Any name change does not impact this definition.
- S. "EOW" means every other week as opposed to weekly.
- T. "Excluded Waste" means any hazardous materials, waste or substances; toxic substances, waste or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes, each as defined by Applicable Laws. Excluded Waste, as defined herein, is not a part of Contract Waste under this Contract.
- U. "Government Approvals" means all licenses, permits, reviews or approvals required from any Local, State or Federal government, agency or division that relates to or governs the performance of the Contractor under this Contract and the services set forth herein.
- V. "Holiday" means New Year's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day and Christmas Day.
- W. "Household Hazardous Waste" means any waste generated by a Residential Unit 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. Hazardous materials means all highly flammable materials or products that may react to cause a fire or explosion hazard; or that because of their toxicity, flammability, or liability for explosion render firefighting abnormally dangerous or difficult. This also includes flammable liquids or gases that are chemically unstable and that may

spontaneously form explosive compounds or undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials and chemicals shall include flammable solids, corrosive liquids, radioactive materials, oxidizing materials, potentially explosive chemicals, highly toxic materials, and poisonous gases that have a degree of hazard rating in the health, flammability or reactivity of three or four as ranked by NFPA 704 or other code and/or all items that are regulated as "hazardous" under Public Act No. 451 of 1994 (MCL 324.101 et seq) or any other Applicable Laws.

X. "<u>Liquidated Damages</u>" means the following prohibited events under this Contract that are assigned the stated dollar amount as a Liquidated Damage.

Failure to clean up spilled refuse or litter caused by Contractor or wash down a street as requested by TOWNSHIP to eliminate objectionable odors.	\$100.00 for each incident/each day of scheduled service.
Failure to repair damage to a resident property caused by Contractor or its personnel within 24 hours.	\$250.00 per incident.
Failure to promptly contain and clean up hydraulic oil, motor oil or fuel leaks.	\$2,000.00 per incident plus any direct cost to the Township.
Failure to complete all collection routes by 7:00 pm on the scheduled day or otherwise comply with the hours of operation as required by this Contract.	\$250.00 for each Residential Unit per day.
Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of a complaint.	\$100.00 for each Residential Unit per day.
Co-mingling materials from non- Township collection in vehicles assigned to the performance of this Contract.	\$500.00 for each Residential Unit per day.
Co-mingling of recyclables with trash.	\$500.00 for each Residential Unit per day.
Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by Township.	\$500.00 for each day.

Failure to deliver collected waste,	
recyclables, or yard waste to designated	
and approved disposal, processing and	
management sites.	

\$2,000.00 for serviced Residential Unit per day.

- Y. "Management Representative" means a representative of the Contractor that is knowledgeable about the terms and provisions of this Contract, the services covered by this Contract, and the pricing/invoicing under this Contract. The Management Representative shall otherwise be up to date and fully aware of any pending service-related issues under this Contract. This Management Representative shall be designated by the Contractor and may be changed from time to time with written notice by Contractor to Township. Township reserves the right to object to any designated Management Representative. If there is such an objection, Contractor shall designate a new Management Representative within thirty (30) Calendar Days.
- Z. "Township" shall mean Van Buren Township.
- **AA.** "MRF" means a Materials Recovery Facility used to manage and/or process Contract Waste.
- **BB.** "Performance Bond" means a corporate surety bond that guarantees a set amount of compensation to Township in the event Township must assume the obligations or duties of the Contractor under this Contract in order for the services under the Contract to continue.
- CC. "Rebate" means an automatic payment discount from Contractor to Township in the amount of one (1) percent of the total invoice amount if payment is made by Township to Contractor within thirty (30) Calendar Days of the Township receiving an Acceptable Invoice, as defined herein. Payment shall be deemed "made by Township" on the date the payment check is mailed to the Contractor or payment is transmitted in another way by prior agreement.
- **DD.** "Recyclable 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 and that are otherwise acceptable materials at a MRF.

- EE. "Recyclables Revenue Sharing" shall mean the revenue sharing process between the Contractor and the Township as calculated and determined by a written formula and as paid quarterly with the Township maintaining a right to audit.
- FF. "Residential Unit" means a residential or other structure that is authorized eligible for Contract Waste services under this Contract. Only those Residential Units which were provided services prior to the Commencement Date of this Contract shall be eligible for services under this Contract unless approved by the Township.
- **GG.** "Residential Unit Count Change" shall mean a change in Residential Units serviced by the Contractor under this Contract. A Residential Unit Count Change shall only be initiated and made by Township and shall be completed and issued by Township to Contractor by January 15 of each year. That Residential Unit Count shall then be controlling for that Calendar Year.
- HH. "State" means the State of Michigan.
- 11. "Trash" or "Refuse" means solid waste as set forth in Act 451 of 1994 at MCL 324.11506 (1) which are acceptable for disposal in a Type II sanitary landfill and shall not include any Excluded Waste, as defined herein, or any waste, or portion thereof, which is liquid, radioactive, volatile, highly flammable, explosive, infectious or pathological, asbestos, special waste (including but not limited to, municipal solid waste incinerator ash) or Household Hazardous Waste. Generally, Trash/Refuse includes all animal and vegetable food waste and all other waste which normally generates from a household. Trash/Refuse may include materials consisting of sod, dirt, rocks and other debris not to exceed 50 pounds of any one such material. Trash or refuse shall not include construction/repair/remodeling debris, including drywall, lumber, wood, cement, bricks, concrete, asphalt, landscape timbers etc. except for the minimal amounts of those materials specified above. The term Trash or Refuse shall not include leaves or grassclippings as defined by Applicable Laws but will include up to one (1) bundle per week of brush, composed of branches greater than two (2)" in diameter but less than six (6)", and not exceeding forty-eight (48)" long or thirty-six (36)" in diameter. Brush does not include root balls or stumps.
- **JJ.** "Yard Waste" means leaves, grass clippings, vegetable or other garden debris, shrubbery, prunings/twigs less than two (2) inches in diameter, sod without dirt, and any other yard waste materials defined as such by any applicable law. The term Yard Waste excludes agricultural waste, animal

waste, roots, sewage sludge, stumps and treated wood of any kind. The acceptable Yard Waste may vary depending on the Rules of the Designated Compost Yard.

III. <u>Model Contract General Terms and Conditions</u>

Α.	Contract Term.	The term of this	Contract shall be as follows:	
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1.	<u>Initial Contract Term</u> . The initial Contract	Term of thi	is Contract shal
	be five (5) years commencing on	, 20	and ending or
	, 20		

- 2. Extension of the Initial Contract Term. The Initial Contract Term may be extended for one (1) additional five (5)-year Contract Term if requested by Township in writing nine (9) months prior to the expiration date of the initial Contact Term and agreed to by Contractor in writing and said writing is executed by Township and Contractor.
- 3. Contract Reopener. In order to discuss and resolve, by way of written Contract amendment(s), issues relating to Contractor performance and service issues under this Contract, Township shall have the right, but not the obligation, to reopen the Contract two (2) times during each five (5)-year Contract Term. The reopener process shall start with the Township providing a written notice to the Contractor requesting the reopener and stating the basis of the reopener with respect to an ongoing service issue(s). Contractor and the Township agree to schedule and conduct a meeting within thirty (30) days of any reopener request. Nothing in this provision prevents or restricts Township from raising disputes or service issues without using the Contract Reopener process. This provision does not impact or restrict other procedures in this Contract including the Termination process and the Dispute Resolution process.

B. <u>Termination of Contract by Township.</u>

1. <u>Termination</u>. Township may initiate a termination process of this Contract prior to the then current expiration date upon thirty (30) Calendar Days written notice to the Contractor if one or more of the following termination issues has occurred:

- a. The Contractor has failed or refuses to fulfill its obligations in a timely and proper manner in accordance with this Contract.
- b. The Contractor has failed or refuses to perform any material covenants, agreements, terms or obligations set forth in this Contract.
- c. The Contractor has ceased conducting business in a normal course by reason of insolvency or bankruptcy, whether voluntary or involuntary.
- d. The Contractor has assigned, delegated or subcontracted services under this Contract without the prior written consent of the Township in accordance with this Contract.
- 2. Process for Termination. Township shall provide written notice to the Contractor specifying the issue or issues. The Contractor shall have ten (10) Calendar Days to cure the alleged issue. If the Contractor promptly undertakes reasonable actions to cure the issue and diligently pursues same to the satisfaction of Township, there shall be no termination, unless the Contractor defaults in its performance on a repeated basis. In such event, the Township may terminate this Contract without further written notice, at its sole discretion and without any additional opportunity to cure.

After the event of an issue which is not cured by Contractor as provided above, Township thereafter may terminate this Contract by written notice of termination by Township sent by certified mail, return receipt requested, to the Contractor as provided herein. Upon such termination, Township may, in its discretion, require the Contractor to continue performance of this Contract for a period up to an additional ninety (90) Calendar Days after the Notice to Terminate in order to facilitate Township's selection and use of a contractor. The Contractor agrees replacement acknowledges this right of Township to request and receive continued services as set forth herein. If Township utilizes the Contractor for these additional services, it shall pay the Contractor at the rates then provided for in this Contract.

After the event of an issue which is not cured by Contractor as provided above, the Contractor shall be liable to Township for any damages Township sustains by virtue of the Contractor's breach, and any reasonable costs Township incurs enforcing or attempting to enforce this Contract, including reasonable attorney and expert fees.

- C. Termination of Contract by Contractor. The Contractor may terminate this Contract by providing 180 Calendar Days written notice to Township of Contractor's intent to terminate. Contractor agrees to fully perform all of the services required under this Contract from the date of its notice to terminate to the expiration of 180 Calendar Days. Upon any such notice to terminate, Contractor agrees to provide Township with all pertinent records, studies, evaluations or other documents prepared by Contractor since the Effective Date and relating, in any way, to this Contract, the Contract Waste and the services provided under this Contract. Contractor and Township agree that all terms and provisions of this Contract shall be in full force and effect during the 180 Calendar Day termination period. Township and Contractor may, by a written and executed document, shorten or lengthen the 180 Calendar Day termination period.
- D. Most Favored Nations. Township and the Contractor agree and acknowledge that this Contract is a "best pricing" Contract. Best pricing, in this Contract, means Township shall, throughout any Contract Term of the Contract, be entitled to any lower pricing that Contractor provides to another like kind municipality (directly or as part of an organized authority) that is set forth in a contract, or a contract extension, for any term of three (3) years or more. This applies only to another contract that is for "like kind services" which shall mean services for trash, yard waste, and recyclables by way of collection by carts to a customer of 3,000 Residential Service Units or more. Contractor agrees to provide written notice to Township of any such lower contract pricing as outlined in this provision. The only result of this provision is to effectuate lower pricing in favor of Township than those initially set forth in the Contract as of the Effective Date.
- E. Representations of the Contractor. Contractor represents, pledges and warrants the following as of the Effective Date and these Representations of the Contractor shall survive until any Termination of this Contract or any conclusion of this Contract.
 - The Contractor represents and warrants it shall comply with all federal, state, county and local laws, rules and regulations (including OSHA, CERCLA, RCRA and SARA) and all other applicable water, land and air pollution laws with respect to Contract Waste, and the performance of its obligations under this Contract.
 - 2. The Contractor represents and warrants it shall have and maintain all applicable governmental licenses and permits necessary to conduct the services required under this Contract.

- 3. The Contractor represents and warrants this Contract constitutes a valid, binding and enforceable obligation of Contractor deemed to be mutually drafted and with adequate consideration.
- 4. The Contractor represents and warrants that it is, and shall remain throughout any Contract Term, financially able and capable of carrying out all of the requirements and its obligations under this Contract.
- 5. The Contractor represents and warrants that, by the authorization of its Board of Directors or its other legal equivalent, the Contractor has adopted a valid resolution authorizing entry into this Contract with Township under the terms set forth herein.
- 6. The Contractor represents and warrants that it has provided the entity identified below with the actual legal authority to sign this Contract on behalf of Contractor and to fully and completely bind the Contractor.
- Compliance with Applicable Laws. Contractor, during any Contract Term, shall comply with all Applicable Laws. Additionally, Contractor 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 Conversation 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.
- **G.** <u>Insurance Requirements for the Contractor.</u> The Contractor shall not commence any services under this Contract until evidence of the required insurance coverages have been secured by the Contractor and provided to Township. All insurance coverages shall be placed with insurance

companies licensed and authorized to do business in the State of Michigan and with insurance carriers acceptable to Township. During any Contract Term, at the Contractor's sole cost and expense, the Contractor shall maintain the following insurances coverages and shall comply fully with the provisions set forth below. Nothing in this provision prohibits or restricts the Contractor from obtaining additional forms of insurance or higher coverage amounts than those set forth herein.

1. Worker's Compensation	Amount Not Less Than: Michigan Statutory minimum
2. Employer's Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
3. Commercial General Liability Insurance (Broad Form Comprehensive, Contractual Liability, Independent Contracts Coverage)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
4. Products and Completed aggregate Operations Liability	\$2,000.000.00
5. Automobile Liability Insurance limit for (covering all owned, hired and bodily injury and property damage non-owned vehicles with personal protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single
6. Excess Umbrella	\$5,000,000.00 each occurrence

Liability

- 7. 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 investigations, cleanup costs and cover gradual and sudden pollution. Coverage shall contain a per contract aggregate endorsement.
- Additional Insured: The commercial general liability insurance 8. policy, pollution liability insurance policy, and motor vehicle liability insurance policy shall include an endorsement naming the "Van Buren Charter Township" as an additional insured. This shall include all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers of the Township. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the Township and shall provide blanket contractual liability insurance for all written contracts. Should any work be contracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.
- 9. Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Pollution Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to the Township In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the Township in writing."

If any of the above coverages expire during the term of the Contract, the Contractor shall deliver renewal certificates and/or policies to Township at

least ten (10) days prior to the expiration date. The Contractor shall provide to Township, upon written request, a certified copy of any insurance policy required under this Contract.

- 10. Proof of Insurance Coverage: At the time of the Effective Date, the Contractor shall provide Township with a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice is acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if requested, by Township.
- H. Independent Contractor Status. No provision of this Contract shall be construed as creating or implying an employer-employee relationship between the Contractor and Township. It is agreed that Contractor is an "independent contractor" as that phrase is defined and interpreted, as of the Effective Date and during any Contract Term, by controlling State law or by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits of any kind not otherwise specified in this Contract
- Licenses. Contractor shall obtain, at or before the Effective Date, at its own expense, any and all licenses and/or permits required by any Federal, State or Local governments or agencies necessary to operate the equipment and perform the work and services required by this Contract. Any and all employees and authorized subcontractors of the Contractor shall be properly trained and shall 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 the services under this Contract. Township has the right to inspect any and all licenses and all Contractor training documents during any Contract Term.
- J. Employees. Contractor shall take reasonable and customary precautions in the selection of its employees and authorized subcontractors assigned to do work under this Contract to ensure their honesty, courtesy, abilities and fitness. All of Contractor's employees shall wear Contractor required uniforms and Contractor issued identification. Adequate supervision and adequate training shall be furnished by the Contractor over employees and authorized subcontractors at all times. Contractor agrees to reassign any employee or subcontractor who is violating this provision or any other provision of this Contract. No person under the age of sixteen (16) years shall be employed or engaged to perform services under this Contract. No person whose age or physical condition is such to make such person's

employment dangerous to his/her health or safety or to the health or safety of others shall be employed to perform services under this Contract, provided that this shall not operate against the employment of physically challenged persons otherwise employable where such persons may be safely assigned to work which they are able to perform.

- 1. <u>Nondiscrimination Against Persons with Disabilities</u>. Contractor agrees that it shall 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.
- 2. <u>Elliott-Larsen Civil Rights Act</u>. Contractor agrees that it 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.
- 3. <u>Non-Employment</u>. Nothing in this Contract shall create, or be interpreted to create, any employer/employee relationship of any kind between Township and the Contractor's employees or Contractor's authorized subcontractors. Contractor agrees to defend, indemnify and hold Township harmless from and against any claims or allegations, labor related or otherwise, that arise from this provision governing employees and subcontractor.
- 4. <u>Contractor Payment of Taxes</u>. The Contractor shall be solely responsible for the following taxes and tax related payments and obligations:
 - a. Payment of wages to its employees in compliance with all Local, Federal and State laws.
 - b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Contractor under Local, State and Federal law.
 - c. Payment of all applicable Local, State and Federal taxes, charges or permit fees, whether in force as of the Effective Date or subsequently enacted during any Term.

- d. Payment of any and all taxes, charges, surcharges or other fees and costs related to the equipment and property of the Contractor.
- e. The Contractor shall indemnify and hold Township harmless from all claims arising from the foregoing payment obligations of the Contractor.
- f. Contractor acknowledges and agrees Township is a governmental unit and as such is exempt from payment of all State and Federal taxes. Township agrees to provide Contractor a copy of Township's tax exempt status document upon request.
- 5. <u>Employee Qualification, Payment and Accident Prevention</u>. All persons employed by the Contractor shall be competent, skilled, properly trained and qualified in the performance of the services to which they are assigned to perform under this Contract.
- Civil Infractions. Contractor will be solely responsible, financially and otherwise, for any traffic tickets or other municipal infractions incurred by Contractor's drivers or Contractor's employees and subcontractors.

K. <u>Performance Guarantees</u>.

- 1. <u>Performance Bond</u>. The Contractor shall furnish, at its own expense, prior to the Effective Date, a Performance Bond in the amount of \$1,000,000.00.
- 2. <u>Form of Bonds</u>. Any Performance Bond shall be with an insurance company or surety licensed and admitted to do business in the State of Michigan.
- 3. <u>Disclosure</u>. The Contractor agrees to provide a valid and binding copy of the then current and binding Performance Bond to Township annually or within three (3) Business Days of any request made by the Township.

L. Indemnity and Title to Contract Waste.

 Responsibility for Contract Waste. Contractor shall be responsible for all Contract Waste managed by the Contractor under this Contract. Title to the Contract Waste under this Contract shall pass

- to the Contractor when the Contract Waste is placed in Contractor's collection vehicle.
- Waiver. The Contractor, for itself, its successors and assigns, releases, waives, discharges and covenants not to sue Township, its officers, employees, agents and elected officials from and against any and all actions or causes of action, claims, suits, demands, liabilities, loss, damage or expense of any 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 by contractor of any service(s) under this Contract, however caused.
- 3. Indemnity. To the fullest extent allowed by the then applicable law, Contractor expressly agrees to indemnify, defend and hold Township, its officers, employees, agents and elected officials harmless against all Losses, (as defined above), 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 Contractor's collection, transportation or disposal of Contract Waste, based upon any negligent act or omission of Contractor or any employee, subcontractor or other person acting on Contractor's behalf in connection with or incident to this Contract.
- 4. <u>Survival of Indemnity</u>. Contractor's obligation to indemnify, hold harmless and defend the Township as set forth herein shall survive the expiration or termination of this Contract. By entering into this Contract, the parties do not waive any immunities otherwise provided by any law.
- M. Assignment. This Contract shall not be assigned, delegated or subcontracted by the Contractor to any other person or entity without the prior written consent of Township. 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 shall be considered to be an assignment governed by this provision. Notwithstanding anything to the contrary in this Contract, the Township's written consent will not be required if the Contractor assigns this Contract to an Affiliate of Contractor. "Affiliate" shall mean, with respect to this Contract, any other entity that directly, or indirectly through one or more

intermediaries' controls, is controlled by, or is under common legal control with the Contractor

- N. <u>Modification</u>. This Contract, or any terms hereof, may not be changed, waived, discharged, amended or terminated, absent an agreement in writing executed by Township and the Contractor.
- O. <u>Uncontrollable Event</u>. Any failure or delay in performance under this Contract by either party due to an "Uncontrollable Event" shall not constitute a breach or default of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such Uncontrollable Event and for a reasonable time thereafter.

An Uncontrollable Event shall mean any act, event or condition occurring during any Term of this Contract that has had, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both 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:

- 1. A natural act, landslide, lightning, earthquake, fire, explosion, flood, nuclear radiation, acts of a 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;
- 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 under this Contract, provided however, that such event shall not be the result of the willful or negligent action or inaction of the party relying thereon;
- 3. The loss of or inability to obtain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for operation of the facilities required under this Contract if such loss or inability is not the

- result of the willful or negligent action or inaction of the Contractor; and
- 4. 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 management of Contract Waste under this Contract; and
- 5. A national, state or local health event wherein there is a written, authorized and published government declaration that prevents the services under this Contract from being lawfully conducted.
- P. Records and Access to Records. The Contractor shall maintain full and complete operation and service records related to all services conducted by Contractor under this Contract. The service records shall include, at a minimum, the following:
 - 1. The Residential Units to whom a service was provided.
 - 2. A log of complaints and resolutions for all services provided under this Contract.
 - 3. A log of missed collections and responses.
 - 4. A description of any vehicle accidents or infractions.
 - 5. A listing of all accounts having a change of service during the month.
 - Weights and/or volumes of garbage, recyclable materials and yard waste collected by commodity and where these items were transported to for lawful disposal or lawful management under this Contract.
 - 7. The Township has the right to share all Contract generated data and records with the Township auditors and the Township Legal Counsel.
- Q. <u>Information Deemed Important</u>. Contractor acknowledges and accepts that the volume of all Contract Waste is important data to Township.

Those volumes shall be maintained by the Contractor and shall be available at all times to the Township to prepare trend reports and analyses. The Township shall have the right to share this data with the Township's authorized Legal counsel and auditors.

- R. <u>Meeting Attendance</u>. Upon request and notice made by Township to Contractor, Contractor's Management Representative shall attend any requested meeting of the Township Board.
- S. Governing Law. This Contract is made in and shall be governed by the laws of the State of Michigan. This Contract shall be deemed to be mutually drafted by Township and the Contractor for all legal purposes.
- T. <u>Cumulative Remedies</u>. No right, power or remedy conferred upon or reserved to 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.
- U. <u>Dispute Resolution</u>. Notwithstanding anything contained in this Contract to the contrary, and notwithstanding any other dispute or default remedy process or procedure provided for in this Contract, if there is a dispute concerning the right of either party to terminate this Contract or a dispute concerning any aspect of this Contract, Township and the Contractor shall continue to perform their respective obligations as if this Contract were in full and complete effect and both parties' rights shall continue in effect until such dispute is resolved and any appeals permitted in this Contract are exhausted. Any dispute or controversy between the parties with respect to the interpretation or application of any provision of this Contract or the performance by Contractor or Township of their respective obligations hereunder, or otherwise arising out of the Contract (collectively, "Dispute") shall be resolved as provided herein.
- Performance During Disputes: Township and Contractor shall continue to perform all of their obligations under the Contract during the full pendency of any Dispute.
- 2. <u>Informal Dispute Resolution</u>: Township and Contractor shall first attempt to resolve any Dispute, informally, by negotiating in good faith in an effort to resolve the Dispute. Proposals and information exchanged during the informal proceedings described in this Section between the parties shall be privileged, confidential and without prejudice to a party's

legal position in any formal proceedings going forward. All such proposals and information, as well as any conduct during such proceedings, shall be considered settlement discussions and proposals, and shall be inadmissible in any subsequent proceedings.

- 3. <u>Arbitration</u>: Any Dispute not resolved within thirty (30) Calendar Days of the submission of the Dispute shall be settled by binding and statutory arbitration in the Wayne County, Michigan area before the American Arbitration Association and in accordance with its then existing Commercial Arbitration Rules (the "Rules"). Each party shall pay its own attorneys' fees and one-half of the other arbitration costs (arbitrator, court reporter, copies, etc.). An arbitration decision or ruling shall be binding and final.
- 4. <u>Injunctive Relief and Venue</u>: Notwithstanding anything in this provision, either party may request a court of competent jurisdiction to grant injunctive relief to such party until an arbitrator can decide the matter in question. Any action between the parties arising from this Contract shall be maintained in the appropriate Michigan Courts, subject to the statutory requirements for venue and jurisdiction.
- 5. <u>No Consequential or Punitive Damages</u>: In no event shall either party be liable to the other or obligated in any manner to pay to the other, any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.
- V. No Third-Party Beneficiary. No entity or person involved with, working with or associated with the Contractor under this Contract, during the RFP process and during any Contract Term, shall be deemed to be an express, implied or direct beneficiary of this Contract or any portion, term, section or provision of this Contract. Contractor agrees to defend, indemnify and hold Township harmless from and against any such claim, suit, demand or obligation.
- W. Change In Law. Contractor and Township shall provide notice to the other upon receiving a notice concerning a Change In Law as defined herein. If there is, in fact, a defined Change In Law, Township and Contractor agree to meet and discuss any Contract changes that are required to address the Change In Law. Any dispute about the implication or the impact of a

Change In Law shall be managed and resolved consistent with the Dispute Resolution process set forth herein.

- X. Waiver. Any failure of Contractor or Township to insist upon strict compliance with any of the terms, covenants, or conditions of this Contract shall not be deemed a waiver of any term, covenant, or condition. No delay or omission on the part of the Contractor or Township in exercising any right shall operate as a waiver of such right or any other right. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time. The Contractor or Township shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed both parties.
- Y. <u>Notices</u>. Any notice required in this Contract shall be made to the other party as follows:

To: Township Attention:	
To: Contractor Attention:	

IV. Model Contract Operational Provisions

- A. <u>Service Hours</u>. Contractor shall provide Contract Waste services under this Contract only from 6:00 a.m. to 7:00 p.m. No services under this Contract shall be conducted by the Contractor before and after the hours set forth herein unless such services are authorized, in advance, by Township
- B. <u>Collection Route Management</u>. The Contractor shall be responsible for the management and supervision of all collection Routes for the Contract Waste and other services governed by this Contract.
- The Contractor shall initiate and complete all Routes on the scheduled collection day and within the service hours set forth herein. The Contractor shall collect, transport, and manage all Contract Waste from each Residential Unit regardless of the volume of such waste. (Yard Waste is limited to 30 bags or 30 containers per collection day.)
- The Contractor shall not use collection vehicles that are, by age or otherwise, unnecessarily noisy and violate any Township noise control ordinances.
- 3. The Contractor shall collect, retrieve, and capture any blown or loose Contract Waste and add it to the Collection for transport and management under this Contract at no additional cost. Contractor shall, at Contractor's sole expense, maintain equipment to collect, retrieve and capture spilled or loose Contract Waste on any scheduled route.
- 4. Contractor shall, at the request of Township, wash down any road or portion of any road determined by Township to be impacted by Contract Waste odor at no extra cost.
- 5. The Contractor shall ensure that any cart used by any Residential Unit is completely emptied on the scheduled collection day. The Contractor shall be responsible for any damage to any cart caused by the Contractor in conducting any services under this Contract. Any damage to any such cart shall result in the Contractor, at Contractor's sole expense, replacing the Cart within forty-eight (48) hours.

- 6. Contractor shall be solely and fully responsible for any damage to any Residential Unit property caused by the Contractor and shall hold harmless and indemnify, in full, the Township from and against any such claims, suits, or demands.
- 7. Contractor shall ensure, with internal directives, policies and/or training, that all of Contractor's employees conducting services under this Contract avoid loud and/or profane language while performing services under this Contract.
- 8. The Routes and collection days shall be established by Township prior to the Commencement Date. Any changes shall be approved by Township in writing. Contractor may request a change by providing sixty (60) days' notice of a requested change. Under all circumstances, all Contract Waste on any route shall be collected, transported and managed on the same scheduled day.
- 9. Contractor shall immediately notify Township if any road condition makes it impossible to reach, access and provide services under this Contract to any Residential Unit.
- 10. Township shall notify Contractor if Township is made aware of any Road closure or other infrastructure work that prohibits Contractor conducting the services required by this Contract. The Contractor shall, upon such notice, provide a safe and efficient alternative to complete the services at no extra cost to Township.
- 11. Contractor may contact Township for an extension of Route completion if local weather conditions make it unsafe and not practical to complete the then scheduled services under this Contract. Such approvals shall not be unreasonably withheld by the Township.
- C. <u>Emergency Contact For Contractor</u>. Contractor shall provide Township with the name, office telephone number, cellular telephone number, and E-mail for an Emergency Contact that Township may contact for any emergency involving any aspect of the Services under this Contract. This Emergency Contact information shall, at all times, be current and accurate. It shall be the responsibility of the Contractor to ensure this information is current and accurate at all times.

D. Complaint Procedures.

- Contractor shall use a defined reporting system to report to the Township all situations that prevent, delay or disrupt any required services under this Contract. The Township shall provide the office/person designated to receive such complaints prior to the Commencement Date.
- For service Complaints received by Township, Township will first consult and review the Complaint with the Contractor and determine if adequate information is available to resolve the complaint. Unless directed otherwise, the Township shall transmit all Complaints to the Contractors "Emergency Contact" as defined herein.
- 3. For service Complaints received by Contractor by 5:00 pm on a Business Day, Contractor will return to the impacted location and collect the properly prepared Contractor Waste. For service Complaints that are received after 5:00 pm on a Business Day, Contractor will have until the end of the following business day to collect the properly prepared Contract Waste.
- 4. In the event Contractor believes any Complaint to be without merit (e.g., late set outs or improperpreparation), Contractor shall notify Township. Township, if appropriate, 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 (liquidated damages) until they have been determined to be valid by Township.

V. Model Contract Description of Services

- A. <u>General Description of Contract Waste Services</u>. Contractor shall provide services for all Contract Waste from each Residential Unit as defined herein. This includes the collection of Refuse/Trash, including Bulky Waste/White Goods Waste. This includes Recyclables collection and processing. This includes Yard Waste collection. This includes all "other services" as defined herein.
- B. Residential Units. Contractor shall provide services to each Residential Unit. As of the Commencement Date, the Residential Units will be provided to the Contractor by the Township. After the first full year of the Contract Term, the listing of the serviced Residential Units will be provided by Township to Contractor annually by January 15 to govern the services under this Contract for that next Calendar Year. Township has the exclusive and sole right to modify the Residential Unit count for purposes of services under this Contract. Notwithstanding this annual setting of the Residential Units on each January 15, at any time during any Calendar Year under this Contract, Township shall notify Contractor of any new Residential Unit and Contractor shall, within 24 hours, establish services under this Contract to that Residential Unit.
- C. <u>Change In Services</u>. The following shall apply to any change in Contract services under this Contract.
 - 1. Only the Township can initiate and change the scope of the Contract services.
 - 2. Changes to the Contract services may include adding or deleting services or increasing or decreasing the frequency of the Contract services provided under this Contract. These changes shall be at the sole discretion of the Township.
 - 3. The Contractor shall not modify, in any way, any pricing due to any change in Contract service made by Township unless approved in writing by Township prior to any such pricing change.

VI. Model Contract Pricing and Billing Provisions

- A. Contract Waste services and all "other services" under this Contract, as conducted by the Contractor, shall be governed and bound by the pricing and rate schedule set forth herein. No other rates or pricing shall apply to any services under this Contract.
- B. The Contractor shall submit to Township and Acceptable Invoice no later than the tenth Calendar Day of the calendar month following the prior month of services. Any invoice not received by Township from Contractor consistent with the timing set forth herein shall be paid by Township to Contractor in Township's next scheduled payment cycle. Any invoice submitted by Contractor to Township that is not an Acceptable Invoice and not resolved by the tenth Calendar Day, shall also be paid by Township to Contractor in Township's next scheduled payment cycle.
- C. Township may, at its option, notify Contractor that Township shall receive the Contractor's invoices by electronic mail. Township shall designate the applicable e-mail addresses for this provision.
- D. Contractors Invoice shall accurately set forth the services provided under the Contract to Residential Units and other services as set forth herein.
- E. The Recyclables Revenue Sharing required to be paid by Contractor to Township shall be paid quarterly during each calendar year under this Contract and shall show all of the data necessary to calculate the amount consistent with the approved Recyclables Revenue Sharing Formula.

D. DETAILS ON SCOPE OF SERVICES FOR RFP RESPONSE

- A. <u>Trash/Refuse</u>. Contractor shall collect and transport Trash/Refuse to the defined Disposal Facility. This service shall be year-round, weekly and Curbside for all Residential Units. <u>For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.</u>
 - 1. <u>Bulky Waste/White Goods Waste</u>. Contractor shall collect, transport and dispose of Bulky Waste/White Goods Waste at the designated Disposal Facility. Each Residential Unit may set out Curbside one (1) Bulky Waste/White Goods Waste item per week on the same day scheduled for Trash/Refuse collection. If any item of Bulky Waste/White Goods Waste is determined by Contractor to require more than one (1) Contractor employee to load for collection, that item shall be rescheduled and collected within 48 hours of the original scheduled collection day. Any Residential Unit may schedule an additional Bulky Waste / White Goods Waste pick-up separate from the Trash / Refuse collection day at a separate cost as set forth herein.
 - 2. Improperly Set Out Trash/Refuse Or Bulky Waste/White Goods Waste. Contractor shall affix to any non-conforming set out a sticker or tag approved by Township stating the reason for the non-collection. Contractor shall notify Township if any scheduled collection is not made. Should Township determine the Trash/Refuse/Bulky Waste/White Goods Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect the Trash/Refuse/Bulky Waste/White Goods Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collection to document properly and improperly set out materials under this provision.

- B. Recyclables. Contractor shall provide year round weekly or EOW Curbside single stream Recyclables collection for processing management to the identified Residential Units that receive this service. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.
 - 1. <u>Suitable Recyclables Container</u>. Recyclables shall be placed Curbside in a cart.
 - Recyclable Revenue Sharing. Contractor shall participate in a Recyclables Revenue Sharing program. Any Recyclables Revenue Sharing shall be subject to and capable of being audited for accuracy and accountability upon request by Township. Contractor shall establish the Audit process and shall be solely responsible for all costs of the Audit Process.
 - 3. Improper Set Out Of Recyclables. Contractor shall affix to any non-conforming set out a sticker approved by Township stating the reason for the non-collection and Contractor shall notify Township if collection is not made. Should Township determine the Recyclables to be collectible in the manner set out, Contractor shall promptly return to the Residential Unit and shall collect the Recyclables at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collections to document properly and improperly set out Recyclables.

- C. Yard Waste. Contractor shall collect and transport Yard Waste from each Residential Unit to the designated facility. This service shall be from April of each Calendar year through the end of the second full week of December of each Calendar year. Each Residential Unit receiving Yard Waste Services under this Contract shall place all Yard Waste in properly labeled and suitable containers or degradable paper bags Curbside. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.
 - 1. <u>Suitable Container for Yard Waste Collection</u>. Yard Waste shall be placed in a container made of rigid plastic or metal, with handles, and between twenty (20) to thirty five (35) gallons in size clearly marked with a "Yard Waste" sticker, or in degradable paper bags manufactured for the purpose of yard and leaf collection, and meeting all other set-out requirements. No plastic bags are allowed for Yard Waste. Each container and its contents, shall not weigh more than fifty (50) pounds each. There shall be a limit of 30 bags or containers per collection day per Residential Unit.
 - 2. Improper Set Out Of Yard Waste. Contractor shall affix to any non-conforming set out a sticker approved by Township stating the reason for the non-collection and Contractor shall notify Township if collection is not made. Should Township determine the Yard Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect the Yard Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collection to help document properly and improperly set out materials.
 - 3. <u>Christmas Trees</u>. Contractor, as part of the Yard Waste Services and without any additional costs, shall collect from all Residential Units discarded Christmas Trees that have no ropes, lights, metal, plastic or other inorganic material affixed to them, provided the Christmas Tree is placed Curbside. This service shall be provided by the Contractor from Christmas Day through the end of January of each Calendar Year during this Contract. Any Christmas Tree collected shall be managed as yard waste.

D. Other Services.

- 1. Township Dumpsters and Rolloffs. Contractor, as requested by Township, shall provide the delivery and collection services for yard dumpsters for Refuse/Trash and Recyclables and for twenty (20) yd and thirty (30) yd roll off containers for the same services. Costs for such services shall be charged directly to Township as a separate cost item. As of the Commencement Date, a Schedule of such services is at Exhibit _____. This Schedule may be modified or terminated by Township at any time. Any services under this provision shall be subject to the rates and pricing at Exhibit _____.
- 2. Township Dumpsters and Rolloffs for Special Events and Festivals. The Township may request, and Contractor shall provide, dumpsters for festivals, special waste collection days or other events. Contractor, when notified of a request, shall provide dumpster delivery and dumpster collection. The request may include dumpsters for Trash/Refuse or Recyclables, or both. The dumpsters requested may include two (2), four (4) or eight (8) yards of capacity. Any services under this provision shall be subject to the rate and pricing at Exhibit _____.
- 3. Township On-Call Services. Contractor shall collect and deliver to the designated Disposal Facility all materials collected from "on-call" sites that TOWNSHIP identifies which may include collection of Refuse/Trash from litter abatement enforcement (illegal dumping and evictions), weather related damages, and similar circumstances. Such "On-Call" services shall be completed by Contractor within 48 hours of electronic notice from TOWNSHIP requesting such service. Contractor shall itemize these On Call services and shall invoice those services using the pricing and rates set forth at Exhibit _____.
- 4. <u>Side Door Services</u>. There may be eligible households on the collection routes that are occupied by individuals who have been determined by TOWNSHIP to be unable to move Contract Waste to Curbside. These Residential Units shall be provided side door service by the Contractor, as part of the regularly scheduled collection, and at the pricing provided for other Residential Units under this Contract. The Contractor shall bring the container(s) to the curb and return the container(s) to the location where it was originally placed. Township shall provide to Contractor, as of the Commencement Date, a schedule of all Side Door Services and the

schedule shall be updated by Township by January 15 of each Calendar Year.

E. DETAILS ON CARTS FOR RFP PROCESS AND RFP RESPONSE PREPARATION

For Contract Waste collection services by Contractor herein, the following shall apply:

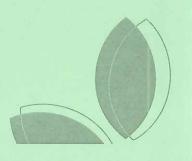
- 1. For purposes of carts used for Trash/Refuse and Recycling collections, the Contractor shall, as requested by the Township, provide, maintain, and replace carts as needed, including in the event of claims of stolen or missing carts. The Contractor shall be responsible for providing, during any Term of this Contract, original and replacement carts as required matching the specifications of the carts with regards to construction, warranty, and labeling. The Trash/Refuse and Recyclables carts will each have an Township approved color and Township approved printing and labeling as "Trash" and "Recycling" carts. Township approved instructions shall be provided and attached to each cart with instructions for cart use and care and relevant refuse and recycling program information that Township will assist in developing with the Contractor.
- Contractor shall be responsible for ordering carts, taking delivery of carts, assembly and delivering carts to the applicable Residential Units. Contractor shall provide a real time online accessible database of all distributed carts including cart model, cart serial number, address delivered to and RFID code (if applicable).
- Contractor shall be responsible for visual inspection of the carts and reporting any concerns about any cart to Township throughout any Term of this Contract.
- 4. Carts shall be standard ninety-six (96) gallon capacity for both Trash/Refuse and Recyclables. Contractor shall allow Residential Units an opportunity, before initial cart distribution, to opt out of the ninety-six (96) gallon cart for smaller sixty-four (64) and/or thirty-two (32) gallon carts for either Trash/Refuse or Recyclables or for both. In addition, a six (6) month amnesty period will be provided after the Commencement Date of the Contract or initial delivery of the carts, whichever is later, for Residential Units to request a cart switch as outlined herein without a cost to the Residential Unit. After that six (6) month time period as defined herein, the Contractor may charge a switching cost as defined herein. The registry of adjusted cart orders will be provided to the Contractor prior to cart ordering.

- All carts requested under this Contract shall be manufactured to 5. the specifications used by the Contractor for their own cart programs with regards to design and construction of the container body, lid, hinges, handles, wheels and axles. Labeling and identification shall be the responsibility of the Contractor but shall be subject to prior approval by Township. Contractor shall ensure that there is a cart warranty for no less than twelve (12) full years of coverage on the cart body, and ten (10) full years of coverage on all other cart components. The warranty must specifically provide for no-cost replacement of any component parts which fail in materials of workmanship for the above stated time periods, beginning at the date of original purchase by the Contractor. The Contractor shall keep an inventory of sufficient replacement carts as well as cart replacement parts, and shall update Township, upon request, of the status of that inventory. Contractor shall perform deliveries, repairs and exchanges of such equipment in a timely manner. Contractor shall maintain the cart storage site which shall include keeping an accurate and up to date cart inventory to meet the service demands of this Contract. Contractor shall receive all shipments of carts, and shall log them into the cart inventory on a timely basis.
- 6. The Contractor will provide new carts to all additional Residential Units added to the Contract at any time during the Term of this Contract. Delivery shall also include appropriate educational material as reviewed and approved by Township.
- 7. The Contractor shall provide an on-going cart maintenance program that completes repairs or replacements within forty-eight (48) hours of a request made by Township.
- 8. The Contractor shall obtain, use and fully maintain an asset tracking software to track all Trash/Refuse and Recyclables carts distributed and all carts exchanged during the Contract Term. The software must manage cart inventories, cart repairs, cart deliveries, cart switches and other service requests in the field in order to maintain an accurate account database for all carts. This database shall be the foundation for tracking participation in the Recyclables Collection process. This software will maintain the proper code/serial number for each address and, when the changes are made, the updated information will be sent in electronic format to both Township and, if applicable, any recycling participation

- incentive system provided by the Contractor under this Contract. The Contractor shall make this database available to any recycling participation incentive program provider as directed.
- 9. Contractor shall provide additional curbside carts to Residential Units for Curbside Trash/Refuse and Recyclables collection in accordance with the following:
 - a) Residential Units shall have the option to make a one-time payment for an additional ninety-six (96) or sixty-four (64) gallon cart at the prices/rates set forth herein.
 - b) After the amnesty provision, Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for Trash/Refuse with a sixty-four (64) gallon cart. These carts must include the appropriate tracking equipment. The costs of this exchange shall be at the prices/rates set forth herein.
 - c) After the amnesty provision Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for recyclables with a sixty-four (64) gallon cart. The Costs of this exchange shall be at the prices/rates set forth herein.
- 10. Contractor shall be responsible for loss or damage of any approved cart caused by their employees in the course of performance of their work and/or due to lift mechanism or packing blade and shall fix or replace damaged carts at Contractor's sole cost.
- 11. Contractor shall be responsible for removing all carts at the conclusion of the contract.



> Tab 11. Bid Form





REQUEST FOR PROPOSALS

CURBSIDE CART COLLECTION SERVICES FOR RESIDENTIALTRASH AND YARD WASTE

AND

CURBSIDE CART COLLECTION AND MANAGEMENT SERVICES FOR RESIDENTIAL RECYCLABLES

Dated: January 30, 2023

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A. OVERVIEW OF SERVICES SOUGHT UNDER THE RFP PROCESS

The objective of this RFP process is to obtain one (1) or more qualified service providers to 1) collect residential trash and transport it to a designated landfill for lawful disposal; 2) collect residential yard waste and transport it to a designated compost facility; and 3) collect residential recyclables and manage the recyclables to an acceptable Materials Recovery Facility ("MRF") under a revenue sharing formula with the Township.

Under the terms of an existing Agreement, residential trash will be collected, transported to and disposed of at the following location. The disposal costs are not part of the RFP process.

Woodland Meadows RDF – Van Buren 5900 Hannan Road Wayne, Michigan 48184

Under the terms of an existing Agreement, residential yard waste will be collected and transported to the following location. The drop off fee for the yard waste is not part of this RFP process.

Woodland Meadows RDF – Van Buren 5900 Hannan Road Wayne, Michigan 48184

For residential recyclables, the RFP seeks both collection and management of the materials at an acceptable MRF. The Township seeks a revenue sharing formula as part of any RFP Response.

The selected contractor(s) will be paid directly for the services by the Township upon the submittal of an acceptable invoice. This RFP process does not involve the Contractor invoicing the residential units directly for any services.

There are approximately 8,054 Residential Units in the Township that will receive Contract Waste services. There are approximately 324 Residential Units that receive Recycling services only.

B. INSTRUCTIONS TO RFP RESPONDERS

1. <u>Submittal.</u> Any RFP Response shall be received by the Township until 3:00 p.m. EST on the 27th day of February, 2023. Any RFP Response, in its entirety, must be enclosed in a sealed, non-transparent envelope or package marked on the outside as follows:

"Van Buren Township Trash, Yard Waste and Recyclables RFP Response"

No late RFP Responses will be accepted or considered by the Township.

Any RFP Response shall be submitted as follows:

- One (1) printed, signed RFP Response.
- Ten (10) copies of all submitted documents.
- One (1) USB flash drive containing an electronic version of the complete RFP Response.

Any RFP Response shall be delivered to the following:

Van Buren Township Clerk's Office 46425 Tyler Road ⁄an Buren Township, Michigan 48111

- 2. <u>Bond.</u> A Response bond executed by a surety company that is authorized to conduct business in Michigan in the amount five (5%) percent of total proposed value of the first (1st) year of proposed services shall be included with any RFP Response. The Bond is to secure the timely execution of a Contract if the Responder is awarded a Contract pursuant to this RFP process.
- **3.** <u>Amendments.</u> The Township reserves the right to amend the RFP prior to the RFP due date.
- 4. <u>Posting.</u> The official source for the RFP and amendments is the Township website at www.vanburen-mi.org. No other source should be relied on for the official RFP documents. The posting will also appear on bidnetdirect.

- **5.** Any RFP Response must contain all information requested in the RFP.
- 6. By submitting a Response to the RFP, it is presumed that the RFP Responder understands the RFP and the information requested.
- 7. Any costs, of any kind, incurred by any Responder relating to the RFP shall be borne solely by the Responder.
- **8.** Any RFP Response may be withdrawn in writing up to the due date as set forth herein.
- **9.** Any RFP Response must be executed and dated by a person with full authority to bind the Responder to the RFP Response submitted.
- **10.** Any RFP Response shall be deemed to be valid for one hundred eighty (180) days from the due date.
- 11. The Township expressly reserves to reject any RFP Response submitted for any reason. The Township reserves the right to negotiate separately with any responder to the RFP after the opening of the proposals.
- **12.** Any RFP Response is subject to the applicable provisions of Michigan's Freedom of Information Act at MCL 15.231 et. seq.
- 13. Any questions concerning the RFP documents shall be submitted in writing by February 13, 2023 to the Clerk's office. A Response will be issued by the Township to any question by February 20, 2023 and posted at the designated website.

C. MODEL CONTRACT TERMS AND CONDITIONS

The Model Contract Terms and Conditions, as set forth herein by category, shall be considered in the preparation and submittal of any RFP Response. Any Responder shall assume the Model Contract Terms and Conditions presented herein are the terms and conditions that will be expected in any Contract awarded under the RFP process.

The Model Contract Terms and Conditions should be read closely to ensure that any RFP Response accounts for all terms and conditions as set forth in those Terms and Conditions.

Any RFP Response shall, if necessary, provide a separate listing of what Model Contract Terms and Conditions will not be accepted. In any such situation, the provision at issue shall be identified in the manner it is presented herein, the objection shall be stated and proposed modified/agreeable substitute language shall be provided in the RFP Response. A form is attached for this purpose.

F. CONTRACT TRANSITION

During the time period between the Effective Date and the Commencement Date, Contractor agrees to meet with Township to conduct a Contract Transition that is intended to ensure the following:

- 1. That the Contract Waste Services set forth in this Contract are understood and acknowledged.
- 2. That any "Other Services" set forth in this Contract are understood and acknowledged.
- 3. That the pricing and rates for all services under this Contract are understood and acknowledged.
- 4. That the Residential Units serviced by this Contract and the Services to be provided are understood and acknowledged.
- 5. That the established collection routes and days of services are identified, acknowledged and understood.
- 6. That any and all initial cart requirements are identified, acknowledged and understood.

G. EVALUATION AND SELECTION CRITERIA

The evaluation shall include, but may not be limited to, the following:

- 1. Responders pricing;
- 2. Responders agreement to the Model Contract terms and conditions;
- 3. Responders verified experience and know how;
- 4. Responders references;
- 5. Responders commitment to best technology and best pricing; and
- 6. Responders presentation of a recyclables revenue sharing formula.

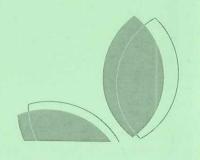




> Tab 12. Addenda

o Addendum No. 1 01/31/2023 02:23 PM EST

o Addendum No. 2 02/17/2023 12:54 AM EST





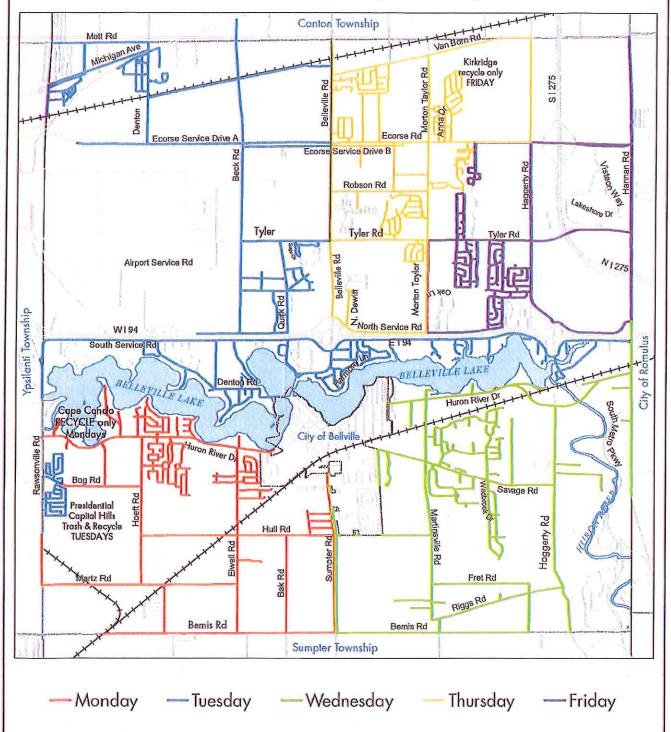
REQUEST FOR PROPOSALS (RFP) FOR CURBSIDE CART COLLECTION SERVICES FOR RESIDENTIAL TRASH AND YARD WASTE AND CURBSIDE CART COLLECTION AND MANAGEMENT SERIES FOR RESIDENTIAL RECYCLABLES ADDENDUM #1:

The anticipated commencement date of the proposed contract will be July 1, 2023. We have also attached the Township's current service area map as well.

As specified in the original request for proposals (RFP) document please submit questions in writing to the Township Clerk's office at 46425 Tyler Road, Van Buren Township, MI 48111 by 5:00 p.m. on February 13, 2023. Questions may also be submitted via email to rakers@vanburen-mi.org. Responses will be provided prior to February 20, 2023.

Published: January 31, 2023

Trash Pickup Days





Printed: 5/18/2022



REQUEST FOR PROPOSALS (RFP) FOR CURBSIDE CART COLLECTION SERVICES FOR RESIDENTIAL TRASH AND YARD WASTE AND CURBSIDE CART COLLECTION AND MANAGEMENT SERIES FOR RESIDENTIAL RECYCLABLES ADDENDUM #2: RESPONSES TO SUBMITTED QUESTIONS:

 Page 1, states that there are 8,054 residential units in the Township that will receive contract waste services with "approximately 324 residential units that will receive residential recycling services only."
 Can the Township please identify where the 324 residential units receiving recyclable service only are located?

A: Recycling only service is provided to two (2) separate developments. The first is Kirkridge Park Cooperative which has 230 units and whose offices are located at 8205 Kirkridge St. Van Buren Township, MI 48111. The other is the Cape Condominiums (formerly known as Lake Pointe Village) which has 94 units and is located on the north side of W. Huron River Drive just east (approximately 0.1 miles) of Rawsonville Road

 Page 2, #1: Would Van Buren Township consider an extension of the due date (currently February 27, 2023) for the RFP response? Allowing another week or two would aid in the ability for the most accurate competitive proposals.

A: Van Buren Township will extend the due date of the proposals to Monday March 6, 2023 at 3 p.m.

 Could the Township please provide volumes for trash, yard waste and recyclables for the past three years?

A: We have attached a spreadsheet depicting the data to this addendum.

Page 14, Paragraph D: Would the Township consider changing language to reflect a customer of 8000
units? Comparing pricing for like services for a contract with 3000 residential service units would not be
an accurate comparison due to the number of employees and equipment necessary.

A: The contract is a model contract in which we expected there would be some comments and requests for adjustments. Based on this feedback we are willing adjust the favored nation comparison from 3,000 units to communities with collection sites between 6,000 and 10,000 units.

 Page 32, #1: Would the Township like to submit a pricing sheet for additional Bulky Waste/White Goods collection?

A: Please see revised pricing sheet requesting costs for an additional Bulky Waste/White Goods sticker.

 Page 32, Other than one bulk item per week, are the residents limited to what fits into the 96- or 64gallon trash containers or are they allowed to put other (non-bulk) items outside of their containers?
 Same question for recyclable containers?

A: Yes, trash will be limited to what fits into the trash containers. We do allow residents to place broken down cardboard boxes outside of the recycling containers.

• Page 35, item #1: Could the Township provide a schedule of dumpster locations and roll offs?

A: Township Hall/Police Department/Community Center 46425 Tyler Road Van Buren Township, MI 48111 Trash and Recycling Dumpster Service

Fire Station #1 45400 Hull Road Van Buren Township, MI 48111 Dumpster Service & Recycling Carts

Fire Station #2 7981 Belleville Road Van Buren Township, MI 48111 Dumpster Service & Recycling Carts

Building & Grounds Storage Facility 39600 Tyler Road Van Buren Township, MI 48111 Compost roll off (30yd) Trash roll off (30yd), 1 3yd dumpster

Van Buren Park 50901 I-94 South Service Drive Van Buren Township, MI 48111 Dumpster Service

French Landing Park 12100 Haggerty Road Van Buren Township, MI 48111 Dumpster Service

Police Department Shooting Range Beck Road (I don't believe the site has an address) Dumpster Service What are the Township's requirements for freon bearing appliances?

A: The hauler will be responsible for freon removal from appliances.

• Would the Township consider extending the bid opening for at least one to two weeks??

A: Van Buren Township will extend the due date of the proposals to Monday March 6, 2023 at 3 p.m.

Could the Township please provide current pricing for all services??

A: The Township currently has free curbside trash, recycling, and yard waste collection provided by Waste Management. The contract is covered under a host community agreement between the Township and Waste Management for the Woodland Meadows landfill.

• Could the Township please provide historical tonnage data for a 2-3 year period including trash, yard waste, renewables, and bulk waste??

A: A spreadsheet has been attached to this submittal.

 Page 1, Last Paragraph. Is the 324 residential units that only recycle included in the total unit count of 8,054??

A: It is not. The 324 residential units are in addition to the 8,054.

Page 6, Section D. Is the contractor responsible for Freon removal?

A: The hauler will be responsible for freon removal.

Page 28, Section 8. Could you please provide the current service days??

A: The service area map is provided in addendum #1, but normal service days are Monday - Friday.

Page 35, Section 4., Side Door Services. How many Side Door collection sites are there in the Township??
 Do you have a list??

A: There are no current households that we are aware of which has this service. In the past we have not seen more than two (2) or three (3) households at one time utilize this service.

Page 37-39. Do residents currently have both trash and recycling carts??

A: All housing units have 96-gallon carts for trash service which is owned by Waste Management. For recycling services there is mixture of 64-gallon carts and recycling bins which are also owned by Waste Management.

a. If yes, will the current service provider be required to pick them up if not awarded the new contract.

A: The Township is open to discussion between the current hauler and any newly selected hauler to make any potential transition easy for our residents.

b. If carts need to be picked up, will it before or after the expiration date of the existing contract?

A: The Township is open to discussion regarding cart transition to ensure that the process is smooth for our residents.

c. If carts will not be picked up, can residents still use them under the new contract?

A: The Township is open to discussion regarding cart transition to ensure that the process is smooth for our residents. We would not have an objection to using the existing carts, but as Waste Management owns the carts there would need to be discussion.

d. Just to confirm, the new service provider needs to deliver 95-gallon trash and recycling carts to each service unit?

A: If a new hauler is selected and our current hauler elects to collect their carts then yes 96 gallon trash carts will need to be delivered to each service unit. Regarding recycling carts, we will also expect recycling carts to be delivered to each service unit. The Township is planning to pursue grant funding for the purchase of recycling carts and we are open to discussion regarding how this transition may work with regards to this process.

I understand that they issue dump cards to residents for Woodland Meadows? True, will that continue?

A: The landfill pass program will continue under the Township's host community agreement. Township residents are able to take trash to the Woodland Meadows landfill up to twenty-four (24) times per calendar year.

• Prebid?

A: There is no prebid meeting in this RFP.

Are condos included?

A: Yes, some condominium developments are included in the program.

 Why does most favored nation language compare the Township to a much smaller 3,000 unit comparison? Page 14, D

A: The contract is a model contract in which we expected there would be some comments and requests for adjustments. Based on this feedback we are willing adjust the favored nation comparison from 3,000 units to communities with collection sites between 6,000 and 10,000 units.

 Do they intend to split the collection bid? I'm sure we would only want the entire collection bid if awarded.

A: We do not intend to split the collection bid.

• Indemnity, Clarify if hauler is to indemnify disposal. We are directed to haul trash and yard waste to a designated site. Page 21.3

A: The Township will not require contractual liability for disposal. The liability starts when the waste is picked up and will end when it is properly transported to the designated disposal site. We can will clarify that at the time we sit down and finalize a contract.

Published: February 17, 2023

	Charter Township of Van Buren		
	2022 Tonnage Report		
	Trash	Recycle	Compost
	12		
2011	7400	618.4	1607.5
2012	6956.37	606.4	1728.8
2013	7354	929.1	1727.3
2014	7425.3	985.4	2050.9
2015	6796.58	1027.1	1583.75
2016	7884.92	1047.6	1465.54
2017	7842.31	1082.8	1127.6
2018	7845.31	1090.2	1214.88
2019	7854.05	1101.83	1339.73
2020	8,068.56	1130.23	1399.33
2021	8,324.70	1,202.05	1,190.53
2022	8061.88	991.49	1137.13
	-	=	
**numbers are in tons			×



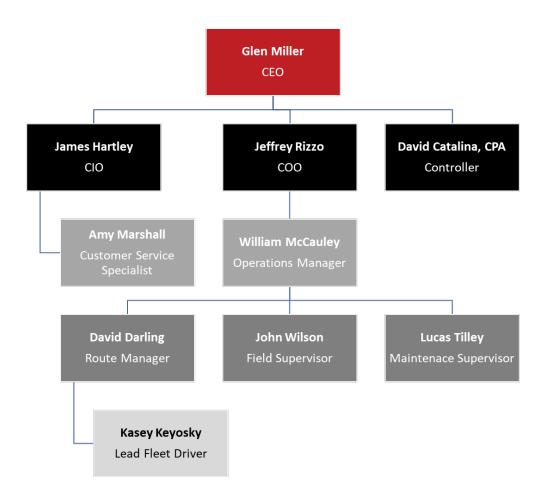


- Throughout 2014, RES advanced its strategy of balanced growth through organic expansion and acquisitions. The Company was awarded five additional municipal contracts including the City of Detroit, which added approximately 90 thousand homes, doubled the commercial division's revenue, and led to the acquisition of All Waste Containers.
- In 2015, RES acquired Nelson Paper Recycling & Cereal City Recycling in January. In February they acquired American Waste and in April, Canton Waste Recycling was acquired. With these acquisitions RES was awarded 9 municipal contracts, their HQ was renovated and expanded, and they opened new & larger collection facility in Wayne, MI. In October of 2016, the management team exited RES as it was sold to GFL.
- Following a transitionary period, Titan Trucking was established in 2017 for specific contracts. Under the direction of Jeff Rizzo, Titan has grown beyond its initial scope of roll off and hauling services into Titan National, a high-serve provider municipal and commercial waste services, with a focus on customer satisfaction through the use of technology. In 2022, Titan Trucking completed the acquisition of WTI and Century Waste and is in the final stages of completing two more acquisitions in early 2023. Titan National is currently in a position to increase its revenues by over 15 times by the end of 2023, while also seeing improved profits.

Titan National is looking to set the standard of what waste services should be in Southeast Michigan. The Titan team of managers are excited to bring new and innovative experiences and processes to the industry and change people's perceptions of what waste management can be.

Promotional materials for Titan National are attached as **Appendix E** of this proposal.

2.6 Organization Chart of Management Team



2.7 Management Team Biographies

Glen Miller | Chief Executive Officer

Mr. Miller has over 48 years of experience in the solid waste collection, transportation, and disposal business, as a Founder, Principal and Senior Executive. Mr. Miller grew Super Kwik Inc., a family waste management business based in New Jersey, from a three-truck operation in 1973 to the region's largest privately-owned waste management company. At the time when the company merged with Eastern Environmental Services (ESI) NASDAQ in 1996, Super Kwik boasted over 140 trucks, 6,000 customers and was the leading provider in the Philadelphia, Southern New Jersey Region.

Mr. Miller remained with EESI as an Executive Vice president through 1999 until the company merged with Waste Management Inc. during that period, EESI acquired and integrated over 60 companies in the Eastern United States becoming the 5th largest waste management company in the country with a market capitalization of 1.3 billion dollars.

In 2004, Mr. Miller founded Choice Environmental Service Inc., a leading Florida Waste service firm providing integrated solid waste management and recycling services to commercial, residential, and industrial customers throughout Florida. Under Mr. Miller's leadership, Choice grew to be one of the largest waste services providers in Florida. With annual revenues of over 75 million dollars, Choice was a leader in the industry. The company was the first in Florida to switch to clean burning natural gas fuel. In March of 2010, Swisher Hygiene (SWSH) NASDAQ acquired Choice. Mr. Miller continued as the CEO until November of 2012; at that time the company was sold to Progressive Waste Solutions (BIN) NYSE.

In January of 2014 Mr. Miller became president and CEO of Gold Medal Environmental Services and started acquiring companies in New Jersey, Pennsylvania and Delaware. After completing 10 acquisitions and consolidated the assets, GME became one of the largest private waste companies in the region. In January 2018, the company was sold to private equity. Mr. Miller continued to acquire solid waste companies for GME through January 2020. Currently Mr. Miller manages Solid Waste Resources LLC which consults for and invest in small waste companies.

Mr. Miller has been involved in successfully acquiring and integrating over one hundred waste service transactions throughout his career.

Additionally, Mr. Miller is the Chairman of the Bailey Miller Family Foundation. This foundation is a 501 (c) (3) organization that supports numerous charities that assist children in special situations, and animal rescue and adoption. Additionally, he is a member of the President's Council of Gift of Life International which is a worldwide assistance program for the purpose of helping needy children requiring heart surgery so that they may live a full life.



Jeffrey Rizzo | Chief Operating Officer

Jeffrey Rizzo has been involved in the waste management and trucking industries since 1996. His hands-on management and leadership skills have helped several companies grow to multi-million-dollar operations.

Today Mr. Rizzo is successfully growing Titan National, a waste management and trucking firm, starting from zero in 2017 into a successful start-up story. He's known for putting together great management teams and instilling in them the freedom to perform and win. He is a leader who motivates the Titan team to out-perform the competitors. Mr. Rizzo started Titan Trucking in 2017 which has grown quickly over the last 5 years, including adding 2 acquisitions in 2022. As its services has

expanded, the company has rebranded to Titan National, a new provider of waste management and trucking services, with a goal to acquire over \$50M in annual revenue by the end of 2023.

Jeffrey Rizzo's talents include building and stream-lining the operation of the companies that he has been involved in. He trains and motivates his team to focus on profitability, budget tracking, and customer service. He listens to his teams' ideas, concerns, and suggestions. His extensive experience has proven that being open to other people's experiences can create better solutions and work environments.

As the COO of Rizzo Environmental Services (RES), he successfully trained and developed a highly successful management which was accountable and aligned to the same vision and goals as the company. He pushed for helpful new technologies in an industry that was complacent and stagnant in its investments. All of these attributes spurred the growth and financial success that caused RES to become the number-one leader in the waste industry in Southeastern Michigan.

Mr. Rizzo also kept an eye on fleet management and maintenance programs, causing RES to be one step ahead of their competitors. This resulted in the company having a 98.7% up-and-running record and avoid costly truck rentals. Between 2006 and 2012, Mr. Rizzo was a key member of the team that helped RES grow by 37% annually. His track record of company success, by way of organic growth and acquisitions, continued. His continued efforts helped RES grow an impressive 54% annually from 2012 to 2016, before the firm sold to the international waste management firm GFL in October of 2016.

Besides Jeffrey's industry talents, he is a dedicated husband and father. He's involved in his church and local non-profit organizations helping others. He also trains and works-out regularly due to his past record of being runner-up for the State of Michigan Wrestling Championship.



James P. Hartley | Chief Information Officer

Jim Hartley joined the management team of Titan National over the past year, as Chief of Information & Performance (CIO).

Government Performance and CRM Technology Experience: For more than fifteen years Jim Hartley has leveraged his private sector background in technology to the improvement of local government performance primarily using citizen request management (CRM) technology, remote workforce solutions, and streamlining citizen engagement through the creation of data-driven performance-based initiatives.

Jim Hartley began this discovery by implementing an emergency "CitiStat" performance management program as Assistant to the Director of the Department of Public Service, where the rapid deployment of tactics and strategies enabled the Mayor of Michigan's 3rd largest city to implement city-wide cost-saving methods and streamline operations, while maintaining services in lieu of declining tax revenues 1 following the fiscal crisis of 2008.

After implementing the QAlert Citizen Requests Management (CRM) as the performance platform following a thorough RFP selection process in 2009, this system remains in place today and continues to provide timely intelligence and analysis to identify ineffective practices and internal functions, establish protocols to rapidly deploy resources and streamline services while providing ongoing analysis to benchmark services and measure performance.

Customer Service Improvement & Efficiency through Technology Experience: With a specialty in public service improvement for field services and operational efficiency, Jim Hartley pivoted from government to the private-sector municipal solid waste (MSW) industry. In 2013, when the Management of Rizzo Environmental Services desired to implement innovative performance measures and technology to provide delivery of "real-time" data for management to improve overall operational performance and productivity metrics, Jim Hartley implemented QAlert as an innovative platform to provide a reliable and successful field response to resident requests for service, resulting in perfecting customer service outcomes.

After departing the successor to RES in 2019 Jim Hartley implemented the QAlert CRM to both private haulers and local and county government seeking to perfect the reliable flow of performance data and communication. These systems remain in place and have become the envy of the Public Service industry throughout the country today.

Relevant Experience and Education:

- GFL Environmental USA 2016-2019
- Rizzo Environmental Services 2013-2016
- City of Warren, Deputy Administrator, Department of Public Service 2008-2013
- University of Detroit-Mercy, BA, Administration
- Brother Rice High School, College Preparatory
- Solid Waste Association of North America (SWANA), Member



David J. Catalina, CPA | Controller

A longstanding member of the Titan team, David has acted as the team's Controller since 1998. His talent for complex decision-making and a technical understanding of accounting and financial topics and issues, coupled by decades of relevant work and life experience allow him to deliver high-level analytical thinking. His skillset is backed by proven problem-solving abilities and personal initiative, showcased by a consistent track record of positive operating performance.

David provides cost conscious, results-oriented analysis and advice, backed sound knowledge of accounting and administrative practices. His experience includes financial reporting, budgets, account analysis and reconciliation, supervision, cash

management, and auditing and tax matters.

He is known to be an Inquisitive, analytical problem solver who thrives on challenges, applies logical, common-sense approach in seeking practical solutions. He is a confident and enthusiastic communicator capable of building strong, productive relationships with diverse interests and authority levels to achieve the objectives of the Titan Company.

Outside of his accounting and financial prowess, David also possesses a strong knowledge of computer systems as a management tool including, Excel, Mas 90, Peach Tree, Best software and several in-house programs.

As a member of the Titan management team, David has been managing and performing all functions necessary to produce monthly and annual financial reports including account analysis and account reconciliation for multiple entities of a multi-million-dollar enterprise. He prepares and reviews consolidated financial statements and budget variance reports. He has produced all information needed for year-end audits and tax preparation. He has developed and administered a new cost saving practices and programs along with several other special projects.

Relevant Experience and Education:

- Titan National 2017-present
- Rizzo Environmental Services 1998-2016
- Standard Disposal Services, Inc. 1995-1998
- Cairns and Stewart, P.C. 1988-1995
- Walsh College, Bachelor of Accounting Degree, 1988
- Macomb Community College, Associate of Applied Science in Accounting, 1986
- Certified Public Accountant
- Michigan Association of Certified Public Accountants, member
- American Institute of Certified Public Accountants, member



William McCauley | Operations Manager

William has been in the solid waste industry for approximately 55 years. Beginning his career as a residential loader, driving all different types of waste trucks, dispatching, and eventually working his way up to the position of general manager.

Over a period of 30 years, he acted in the capacity of a general manager, working for several large waste corporations in the metro Detroit area. His responsibilities and duties have included the oversight in all areas of day-to-day solid waste collections. He has been responsible for the bidding, building, and operating of contracted residential collection services. With a selected team, William was responsible for the first privatized waste collection contract for the City of

Bloomfield Township. After that first contract was awarded, he was able to secure the contracts for many of the metro Detroit area communities.

Throughout the years William has operated many local transfer stations, including the handling of residential, roll-off and, front end loader divisions.

Recently, William has owned several solid waste management companies. These companies have had specialization in roll-off services, as well as the management and consulting of waste and recycling services throughout North America. William joined the Titan team just recently, as his current operation of WTI Global was integrated into the Titan National company and brand.

Throughout the many years of William's extensive career, he has developed life-long lasting friendships and contacts in the waste and recycling industry and plans to maintain and develop new relationships while building a successful future with Titan National.

2.8 Implemented Technologies

2.8.1 Complaint Request Tracking and Performance Management

To properly track and enforce any performance-based contract, Titan will, at its own expense, provide the Township with a dedicated customer service platform to share all resident complaints and service requests in one unified platform. The platform will provide for measurement of compliance throughout the duration of the contract. Unlike crowdsourcing systems, we believe these matters should be available to all stakeholders, but not necessarily for public scrutiny outside the relationship between the reporting resident and Township/Hauler response.

Titan Nation management has successfully deployed a powerful Citizen Request Management (CRM) platform that allows all parties to communicate bi-directionally. The platform tracks requests for service in one central system that would be shared between Van Buren Township leaders and Public Works management, while providing full operational transparency within all Titan management and field operations.

Although some private waste haulers may be uncomfortable sharing every customer interaction or service request, Titan management is committed to constantly improving, learning, and growing through sharing all performance data with Township leadership. If your contract includes performance and communications protocols, it is essential you have a system that can provide both positive and negative performance indicators of service delivery.

We have found that the use of a single-source CRM system that talks between all stakeholders allows management to examine any interaction, positive or negative, as an opportunity to improve service and community relations. We caution against using CRM systems that "crowd source" complaints to the public. Instead, we recommend sharing the status and resolution of issues and requests between stakeholders this promotes the efficient and effective resolution of task.

Requests for service deserve a proper and timely response. Our use of the QAlert Citizen Request Management platform provides all stakeholders a bi-directional flow of information from the initiation of a service requests until its resolution Titan offers this solution as a unique and essential platform for Township leadership to accurately measure contract performance, and we welcome the scrutiny of our services.

How QAlert will Improve Customer Service Communication

Designed to streamline the request management process for service like:

- Missed/Late-set Pickup
- Bulky Item Special Pickup
- Emergency cleanup services
- Cart/Container Requests (new, repair, replace)
- Service Day lookup & citizen education

Similarly, Titan field supervisors and staff can report back strategic field insight like:

- Real-time completion of service requests
- Add notes, actions taken, documents and images.
- Notify a submitter at key points in the resolution process.
- Report and document blocked containers
- Identify Items not out on time.
- Document overloaded/overweight containers.
- Document and report Code & Ordinance violations for enforcement

- Identify Hazardous materials for education and handling.
- Utilize location services and pictures to deploy appropriate resources (Bulk Claw, loaders, chippers, etc.)
- Direct similar requests to staff based on geographic area.

Community Interaction, Education & FAQ's

In addition to entering requests online, citizens can access the knowledge base (FAQ's), monitor the status of requests for service, check the interactive mapping system utilizing GIS layers to know about hazards, service days and other location-based services.

Titan utilizes GIS overlays coordinated with Township and County services to address submitter concernsbased caller or issue by location. Holiday and special service notices can be delivered based upon household location and known issues (roadblock, bridge out, etc.)

Superior Field Operations & Responsiveness

Titan's field supervisors use our *Titan Citizen Responder* (tablet-based platform) to provide real-time responsiveness. Service requests are routed to them based upon geographic area. This capability allows Titan's field supervisors and assets to view and respond to requests based on priority, geographic proximity, aging and status.

Stakeholders can view and interact with all cumulative activities, add comments, route to other resources, and take pictures for other Stakeholders and management to validate timely and effective resolution.

When utilized properly and enforced by effective operations management, the *Titan Citizen Responder* provides a real-time mobile "to-do" list that allows the field supervisor to resolve issues most efficiently, often within minutes of request receipt, rather than hours or days. Real-time response is essential to same-day responsiveness.

Management and Oversight

QAlert provides a full circle of communication between the customer (resident), customer service representative, field responder, supervisors and managers, department heads, community resources, and even elected officials.

This unique system eliminates the mystery as to "what happened" or "what's happening" on issues of concern to all levels of management and staff. This fits closely with Titan's commitment to never leave anything behind on service days, and return as many times it takes to make the job complete and keep neighborhoods clean and free of debris.

Reporting and Alerts

QAlert contains sophisticated but intuitive reporting functionality including: the ability to customize alerts and escalations to higher levels of management based upon service request type. QAlert contains dashboards and standard management report templates that can be customized and filtered for all levels of oversight and management, and real-time reporting.

Report generation and distribution can be automated based upon flexible schedules (hourly, daily, weekly, monthly, yearly etc.) and sent to individuals or groups both inside and outside of the organization.

Performance Measurement

QAlert tracks and completes the cycle of information that may be desired for internal or external purposes and provides all stakeholders with ongoing and regular performance measurement, based upon real-time activities, as well as weekly, monthly, quarterly, and yearly comparison.

It is important to note that this unique communication system will capture and measure the response time of service requests, received through Titan customer service, Township personnel or directly from the resident customer. Essentially, Titan's unique solution provides a single ecosystem of performance and resolution reporting.

Resident Tools

Customer engagement is easy with QAlert. Residents can engage us by phone, customizable Web portal, branded smartphone app, dedicated text line, social media, and emails.

Utilizing the web or mobile app interface, customers can report issues, monitor progress of open service requests, provide pictures and enhanced details of issues, and receive updates and notifications that reduce unnecessary follow-up calls to departments and customer service.

In summary, the complete QAlert CRM package, including desktop PC, mobile and web-based interfaces will provide a complete relationship between Vendor, Township Officials, and the customer. This enhances communication, reducing unnecessary emails and phone calls, saving staff time and resources.

Titan will provide the Township with its own instance of QAlert to receive and manage citizen requests (streets, sidewalks, potholes, barking dogs, etc.) that help Township staff manage whatever other concerns, while solid waste issues seamlessly flow directly to Titan operations for service. No matter where the request is received, it is managed in the same platform on both ends.

Key Functionality

Reporting

Present all service request data in a variety of ways to enhance processes, services, and resource deployment, and enhance contract transparency.

- Measure results and set performance goals.
- Use the installed reports and interactive charts to understand your data.
- Create customized reports and charts to see just what you need to in real-time.
- Schedule reports for delivery by email.

Connectedness

In addition to solid waste services, we can provide you with several ways to integrate various technologies into your public service and Township programs and initiatives:

- Integrate with software such as asset management, code enforcement and animal control systems.
- Incorporate information from your GIS system.
- Accept service requests via text, social media, and email.
- Create a Township custom branded smartphone app to accept customer requests.
- Provide field staff with iPads and access to our *Titan Citizen Responder* for the fastest resolution times.

2.8.2 GPS and Video Service Validation

Titan management is happy to make available location services and video bursts from cameras mounted on our fleet of trucks to allow Township management the opportunity to validate service delivery and on each parcel throughout the Township.

In the modern era we believe video adds an extra level of accountability, in addition to safety, than simply fleet GPS location services. Both combined is a valuable addition to contract adherence.

2.9 Customer Service Delivery and Technology

Titan National's customer service proposal has been developed to provide a complete cycle of communication between all stakeholders. Through years of experience and proven in practice, we will implement the following:

Customer Service System

Titan National is prepared to be responsible for responding to all customer service calls as specified in the RFB and Titan will respond to all customer service calls or requests that are received by any source stakeholder (citizen, Township staff, customer service, field supervisors) using any method (e-mail, text, telephone, social media, web portal or mobile app) into the *Titan Citizen Responder* managed by Titan's Customer Service Center.

The Customer Service Center has the experience of handling service calls from thousands of residents in multiple communities. Since it is well established there is a high level of success for handling and resolving complaints or requests from the residential, commercial, and industrial customers who are served by Titan National.

The Customer Service Center is powered by the *QAlert Citizen Request Management* (CRM) system has the unique capability of managing the bi-directional flow of real-time between the remote workforce, including Route Supervisor specifically assigned to the geographic area of focus for the work that is being performed throughout the workday. In most instances, this communication enables issues and requests for service on the collection route to be resolved before the end of the workday.

Titan customer service personnel will address the citizen concerns or complaints and take steps to always resolve the problems throughout the contract period with the Township. The main steps in the Titan National processes are shown below. Once the call or request has been received from a resident, the name, address, and telephone number of the call is logged on the computer system along with the date and time.

The information is forwarded by the Customer Service Center and simultaneously to the Route Superintendent in the specific route for action. This is done through GIS technology to pinpoint the proper response.

- Once the call or request has been received from a resident, the name, address, and telephone number of the call is logged on the computer system along with the date and time.
- The information is forwarded by the Customer Service Center and simultaneously to the Route Superintendent in the specific route for action. This is done through GIS technology to pinpoint the proper response.
- The Route Superintendent then assigns the driver that is selected to go to the home and correct the inadequacy, or in the event it is needed, the Route Superintendent may go directly to the home to resolve the problem or speak to the homeowner.
- When the concern has been addressed, the Route Superintendent enters the activity or resolution into the *Titan Citizen Responder* app on their iPad, which immediately informs all stakeholders (citizen, Township staff, customer service, etc.) that the issue or request has been addressed in a satisfactory manner.
- This unique CRM ensures the Customer Service Center and management always have at their fingertips the ability to see what issues have been resolved and put together an action plan to resolve remaining requests.

- In the event the complaint was unable to be resolved due to issues beyond their control (blocked, inaccessible, or out of compliance with Township code), a follow up attempt will be made to resolve the problem or complaint.¹
- The Titan Citizen Responder allows field personnel the ability to take pictures and return information to Township officials who can take necessary action to address chronic code compliance issues affecting the safety and security of neighborhoods.

Titan National will provide Daily Reports on the customer issues that are received, and action taken to the resolve same to the designated Van Buren Township contact person.

2.10 Transition Plan

2.10.1 Transition Overview

Titan National management has been involved in over 65 project startups for municipal waste collection projects, of which more than 40 have been comparable in size and layout to that of Van Buren Township.

Similarly, the nature of the work being performed which in many instances required the collection of typical household and commercial waste, yard waste, and recycle products. In each of the past startups the transition has been outstanding while maintaining a satisfactory level of service to the customer.

Titan National's management experience has identified several major factors that lead to a smooth transition with the startup and ongoing operation with new projects and each are listed below. The transition from the previous practice to collection work being performed by Titan National will be constructed around each major factor.

2.10.2 Start-Up Experience

The company policy is to plan the start up with key supervisors who will have the collection route responsibilities and review the parameters of the work that is required, type of equipment that is to be used and the street layouts. These highly responsible people have in-depth experience with the supervision of workers, operation of the equipment, routing of collection vehicles, and time management for the work. As time passes, permanent employees who will be assigned to the Township project will be placed in the driver and labor work. The initial phase will be enhanced by additional resources to be certain of proper service delivery, while simultaneously using technology to route resources in the most efficient way possible to delivery service.

At the conclusion of the startup and transitional activity a project supervisor who has senior management skills will be assigned to the overall ongoing responsibility of the work.

Route Management and Supervision

High Level of Supervision

A Route Superintendent will be selected who has an institutional knowledge of the community and/or within the existing Titan workforce, to assure that a qualified person(s) with ample experience in management of the work that is being performed is in place during the transition period. That person will

¹ Management experience has shown that the follow-up attempt will either correct the matter to the satisfaction of the customer, or in such cases where the company personnel cannot resolve the issue due to a problem at the residence, the Route Superintendent will visit the home and inform the homeowner of the problem and suggest a course of action that is needed by the homeowner. Usually, these instances are attributable to improper preparation or containment of the waste, a hazardous product in the waste, or the waste being placed in an inaccessible area where the waste collectors cannot access it for collection.

be given ready backup from Titan National management to make sure that the work progresses in a satisfactory manner.

The Route Manager/Supervisor will be present in the community at all times of the service day, reachable by phone, email, and in constant communication with all stakeholders through their iPad providing real-time request tracking through the *Titan Citizen Responder*. All requests for service will be received from any source, mapped for efficient follow-up, and allow the bi-directional flow of information (including photos) back to citizens, customer service and Township officials.

Throughout the transition period, an unusual level of supervision will be dedicated to the work that is being performed to assure that the results are satisfactory in nature. As time passes and each of the people who are assigned specific duties are fully accepting their roles the level of supervision will be examined and proper adjustments will be made.

Performance Management

The upper-level management will be performed by the existing Titan National staff which will monitor job progress daily throughout the contract period and extensions thereof. Titan's management team and customer service staff will utilize the *Titan Citizen Responder* to collect performance data and ensure that each and every task and request is completed in a timely manner.

The above people will be active in performing the daily work and will make decisions concerning equipment and job personnel management. Performance data and reporting will be utilized by management to determine what personnel and practices are effective, and take swift action to remedy any underperforming service operation.

Every level of supervision and management at Titan National will see that the Township is supplied with the daily reports about complaints or service issues. Additionally, and unique to Titan National's management philosophy, Township officials will have full access to real-time data, details and status of all service requests.

All levels of management will report to Titan National's Chief of Information and Performance (CIO) who will facilitate these innovative methods of communication, transparency and reporting the appropriate Van Buren Township personnel who oversee the contract for the Township, including management and elected officials.

Maintenance Personnel, Facilities and Equipment

Support for the people and equipment has been given careful consideration. The proper equipment to perform the work has been identified and will be ready for use when the work is scheduled to begin.

Titan National has identified personnel requirements that will be needed to perform the work and will be prepared to begin same with sufficient management, supervision, drivers, mechanics, and other support personnel that are needed to complete the work each day in a satisfactory manner.

As an emergency backup provision, Titan has an ongoing understanding with heavy truck rental companies which enables us to, on short notice, obtain truck rental units in the event it is necessary to do so.

Titan presently has a full-time truck maintenance crew on staff that includes mechanics, welders, tire persons, and truck washers. The maintenance crew handles daily breakdowns, road service, and major truck repairs. Specialized repair work is performed out of house at vendor locations.

In the event Titan is selected, we are prepared to dedicate a portion of the equipment support personnel who work with the existing fleet of Titan trucking vehicles and spare units to assure that adequate

equipment is in standby status and can be used in case of breakdowns or accidental occurrences that rendered a truck unusable.

It is expected that the support crew and facilities will be enlarged to meet the additional demand in the event Titan is selected by the leadership of Van Buren Township to perform waste collection in the Township.

In conclusion Titan National management is prepared to deliver a smooth transition in a short period of time following selected selection process. Should there be areas that need additional attention during the transition period, Titan will take steps to identify and address each to the satisfaction of Township leadership.

2.11 Disposal Sites

As indiacted by the RFP, Titan National will utilize Woodland Meadows Landfill for both trash and yard waste.

2.12 Insurance Information

Titan National maintains insurance policies for general liability, automobile liability, and workers compensation. The Company maintains a \$3,000,000 general liability policy with Acuity A Mutual Insurance; a \$1,000,000 automotive liability policy with Navigators Insurance Company; and a \$1,000,000 workers compensation policy with Safety National Casualty Corporation.

A copy of the certificate of insurance has been attached as **Appendix F** to this proposal.

2.13 Financial Qualifications

Titan National's management team has a long track record of strong and sustainable financial growth and a healthy financial position. Not just a harken back to the days of RES, Titan National as a company is currently in the final stages of completing a double acquisition of a hauling and disposal company specializing in waste diversion Southeast, Michigan and a technology focused aggregate transport services firm that leads the region in coordinating and managing high volume projects. Given the scope of these three entities combined, the completion of this acquisition is set to increase Titan's revenue by an estimated 15.5 times in 2023 alone. Additionally, this will positively impact Titan's gross margin and EBITDA margin are expected to average 24.1% and 19.4%, respectively, over the next five years. The anticipated financial results of this transaction have been vetted by O'Keefe's Corporate Finance team through a full quality of earnings analysis.

In addition to this expected growth, Titan National has worked with local CPA firm UHY Advisors since its inception to prepare the company's corporate tax returns. Fully audited financials are also being planned as a result of the beforementioned transaction, which will work to bolster the financial reporting of the company, in addition to the high-quality work being performed by in-house CPA, David Catalina.

Summary financial statements for the last fiscal year is attached as **Appendix G** to this proposal.

Section 3: Appendices

Appendix A – Letter from surety regarding performance bond

Appendix B – Municipal references

Appendix C – Prior letters of municipal recommendation

Appendix D – RFP Response Pricing Form – Years 1 through 10

Appendix E – Titan National promotional materials

Appendix F – Certificate of liability insurance

Appendix G – Summary financial statement for the fiscal year ended 2022





March 1, 2023

Re: <u>Titan Trucking, LLC</u>

Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Titan Trucking, LLC. Based upon normal and standard underwiring criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to \$2,000,000 for a single bond and \$4,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Titan Trucking, LLC is an excellent contractor, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Christian Collins

Surety Bond Specialist

Appendix B

The following municipal references are approved to be provided for Jeff Rizzo and the Titan National team by the respective reference.

City of Southfield

John Michrina, City Administrator 26000 Evergreen Road Southfield, MI 48037 (248) 796-5114 jmichrina@cityofsouthfield.com

City of Center Line

Dennis Champine, City Manager 7070 10 Mile Road Center Line, MI 48015 (586) 757-6800 dchampine@centerline.gov

Southeastern Oakland County Resource Recovery Authority

Lucas Dean, MRF Supervisor 995 Coolidge Highway (248) 229-9818 lucasd@socrra.org

The following is a listing of municipal references regarding areas serviced by Jeff Rizzo when he was serving as COO of RES in 2016. References are presented with the addresses, contact persons, titles, and phone numbers at the time of service and may not reflect current public officers.

City of Southfield

John Michrina, City Administrator 26000 Evergreen Road Southfield, MI 48037 (248) 796-5114

City of Center Line

Dennis Champine, City Manager 7070 10 Mile Road Center Line, MI 48015 (586) 757-6800

City of Royal Oak

Greg Rassel, Director of Recreation and Public Service 211 Williams Street Royal Oak, MI 48068-0064 (248) 246-3313

Bloomfield Township

Tom Trice, Director of Public Works 4200 Telegraph Road Bloomfield Hills, MI 48303-0489 (248) 499-772

City of Fraser

Richard Haberman, City Manager 33000 Garfield Road Fraser, MI 48026 (586) 293-3102

City of Mount Clemens

Jeff Wood, DPS Director One Crocker Boulevard Mount Clemens, MI 48043 (586) 469-6818

City of Grosse Pointe Woods

Robert E. Novitke, Mayor 20025 Mack Plaza Drive Grosse Pointe Woods, MI 48236-2397 (313) 343-2440

City of Harper Woods

Randolph Skotarczyk, City Manager 19617 Harper Avenue Harper woods, MI 48225-2095 (313) 343-2505

Appendix B

City of Grosse Pointe

Pete Randazzo, Assistant Public Service Director 1747 Maumee Grosse Pointe, MI 48230 (313) 417-1180

City of Grosse Pointe Farms

Shane Reeside, City Manager 90 Kerby Road Grosse Pointe Farms, MI 48236 (313) 885-6600

City of Grosse Pointe Park

Dale Krajniak, City Manager 15115 Jefferson Grosse Pointe Park, MI 48230 (313) 822-4266

Village of Grosse Pointe Shores

Brett Smith, Director of Public Works 795 Lake Shore Road Grosse Pointe Shores, MI 48236 (313) 881-0020

City of Madison Heights

Ben Myers, City Manager 801 Ajax Drive Madison Heights, MI 48071 (248) 589-2294

City of Rochester

Jaymes Vettraino, City Manager 1141 North Wilcox Rochester, MI 48307 (248) 651-5165

Charter Township of Shelby

Rick Stathakis, Township Supervisor 52700 Van Dyke Shelby Township, MI 48316-3572 (586) 731-5154

Charter Township of Highland

Rick Hamill, Township Supervisor 205 N. John Street Highland Township, MI 48357 (248) 887-3791

City of Keego Harbor

Linda Voll, City Manager 2025 Beechmont Keego Harbor, MI 48320 (248) 682-1930

Village of Lake Orion

Charlotte Patton, Office Coordinator 37 East Flint Street Lake Orion, MI 48362-3274 (248) 693-8391

Charter Township of Milford

Donald Green, Township Supervisor 1100 Atlantic Street Milford, MI 48381 (248) 685-8731

Village of Milford

Brent Morgan, Village Manager 1100 Atlantic Street Milford, MI 48381-2001 (248) 684-1515

Village of Oxford

Joseph Young, Village Manager 22 W. Burdick Street Oxford, MI 48371 (248) 628-2543

City of Sylvan Lake

John Martin, City Manager 1820 Inverness Sylvan Lake, MI 48320 (248) 682-1440

Charter Township of West Bloomfield

Marshall Labadie, Development Services Director 4550 Walnut Lake Road West Bloomfield, MI 48325-0130

City of St. Clair Shores

Mike Smith, City Manager 27600 Jefferson Circle Drive St. Clair Shores, MI 48081 (586) 447-3311

Appendix B

City of Roseville

Scott Adkins, City Manager 29777 Gratiot Avenue Roseville, MI 48066 (586) 445-5410

City of Eastpointe

Steve Duchane, City Manager 23200 Gratiot Eastpointe, MI 48021 (586) 445-5016

City of Lincoln Park

Thomas E. Karnes, Mayor 1355 Southfield Lincoln Park, MI 48146 (313) 386-1800

City of Hamtramck

Karen Majewski, Mayor 3401 Evaline Hamtramck, MI 48212 (313) 876-7700

City of Flat Rock

Matt Sype, DPS Director 25500 Gibraltar Road Flat Rock, MI 48134 (734) 782-2470

City of Detroit

Ron Brundidge, Director of DPW 802 Coleman A. Young Municipal Center Detroit, MI 48226 (313) 224-3901

City of Southgate

Brandon Fournier, City Administrator 14400 Dix Toledo Road Southgate, MI 48195 (734) 258-3021

Charter Township of Washington

Dan O'leary, Township Supervisor 57900 Van Dyke Washington, MI 48094 (586) 786-0010

Charter Township of Royal Oak

Bob Burgess, Consent Agreement Consultant 21131 Garden Lane Ferndale, MI 48320 (248) 547-9804

City of Ecorse

Wayne O'Neal, City Manager 3869 W. Jefferson Avenue Ecorse, MI 48229-1798 (313) 386-2410

City of Bloomfield Hills

Jay Cravens, City Manager 45 East Long Lake Road Bloomfield Hills, MI 48304-2322 (248) 530-1404

City of Melvindale

Richard S. Ortiz, City Administrator 3100 Oakwood Boulevard Melvindale, MI 48122 (313) 429-1040

Charter Township of Canton

Tim Fass, Operations Director 1150 s. Canton Center Road Canton. MI 48188 (734) 394-5160

Charter Township of Harrison

Kenneth J. Verkest, Township Supervisor 38151 L'Anse Creuse Street Harrison Township, MI 48045 (586) 466-1406



Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

June 5, 2012

Mr. Chuck Rizzo, President Rizzo Services 6200 Elmridge Sterling Heights, Michigan 48313

Dear Mr. Rizzo,

It is my pleasure to provide you with this Letter of Recommendation for the services that you provide to SOCRRA for the collection of recycling, solid waste and yard waste in the City of Royal Oak.

I am responsible for the development of the solid waste program and the selection of the contractors to service the I2 member communities of the Southeastern Oakland County Resource Recovery Authority (SOCRRA). During the selection process, each of the contractors that submitted proposals was evaluated in a very thorough manner to determine the capabilities of each company.

Rizzo Services provided SOCRRA with a responsive proposal that complied with all of the detail listed in our Request for Proposals and in the job specifications.

When it came time to provide the required bid bond, insurance certifications, and performance bond, all were provided by your company in a manner acceptable to SOCRRA. Your company was selected because of the content of your proposal to SOCRRA, the reputation of Rizzo providing top quality service and the very competitive pricing for the work to be performed.

At the beginning of our contract with Rizzo, we were impressed with the new equipment that was brought in to service Royal Oak. There have been no equipment problems that infringed on the community or the residents, and all of Rizzo's collection equipment continues to be clean and well maintained in excellent operating condition. The personnel that Rizzo uses to accomplish the work have been outstanding in appearance, manners, and willingness to go the extra mile to satisfy Royal Oak and its residents. We have also found Rizzo's route supervisors to be exceptional. They take care of problems before the residents are aware of them. The route supervisors are always available to my staff by phone and any concerns or questions we have are immediately addressed. SOCRRA did encounter certain supervisor and route issues with Rizzo involving yard waste. When brought to your attention, the issues were discussed, acknowledged and resolved appropriately. SOCRRA appreciates this type of forthright response to issues presented to its contractors.

We have received a small number of complaints from the City of Royal Oak or its residents about the service that is being provided by Rizzo. The number of complaints from Royal Oak residents has decreased significantly compared to the complaints received regarding the contractor that proceeded Rizzo. In the event that we do receive a complaint regarding Rizzo, the issue is always resolved to the satisfaction of the resident before the end of the day in which the call was received.

In closing, it is my pleasure to extend my recommendation to other communities who are considering your company to serve their needs. I can be reached at the address and phone number listed on this letterhead or through e-mail at jmckeen@socwa.org.

Yours truly,

Jeffrey A. McKeen, P.E. General Manager



City of Madison Heights

City Hall Municipal Offices 300 W. Thirteen Mile Road Madison Heights, MI 48071 Department of Public Services 801 Ajax Drive Madison Heights, MI 48071

MI 48071 Madison-heights, MI 48071

www.madison-heights.org

Police Department 280 W. Thirteen Mile Road Madison Heights, MI 48071

June 7, 2012

Chuck Rizzo, Jr.
President
Rizzo Services
6200 Elmridge
Sterling Heights, MI 48313

Dear Mr. Rizzo:

I am pleased to write this letter of reference for Rizzo Services, the City of Madison Heights's contractor for solid waste collection and disposal (including recyclables and yard waste) since July 1, 2010.

Faced with a municipal funding crisis and pressure to reduce expenditures in all operations, the City decided in early 2010 to re-bid its solid waste collection and disposal rather than renew its expiring agreement with the current vendor. City Council awarded a ten (10) year agreement to the lowest responsible bidder, Rizzo Services, and in the first year alone, the City saved over \$304,000 while maintaining the same level of service. Over the ten year period, the Rizzo bid was \$3.92 million less expensive than the next lowest bidder.

The transition from the former vendor to Rizzo Services went smoothly and seamlessly, and it was apparent that Rizzo did their homework to minimize the learning curve. As required by the contract, Rizzo has provided a daily on-site contact person, and their response to issues and requests for service has generally been prompt and professional. The City has also experienced a decrease in several important request for service benchmarks, such as missed stops, partial collections, and cans thrown or left in the street, since Rizzo Services became the City's contractor.

In accordance with the International City/County Management Association Code of Ethics, this letter of reference does not constitute an endorsement of goods or services, and may not be used for quotation or marketing purposes. I may be reached at (248) 589-2294 should someone wish to inquire further about Rizzo Services' performance for the City of Madison Heights.

Sincerely

Benjamin I. Myers Deputy City Manager

c: Jon R. Austin, City Manager

Amy J. Misczak, Purchasing Officer

Don Barretta, Rizzo Services

File

- Area Code (248)

City Assessor	Fire Department 588-3605	Nature Center585-0100
City Clerk 583-0826	43rd District Court583-1800	Police Department585-2100
City Manager 583-0829	Housing Commission583-0843	Purchasing837-2602
Community Development583-0831	Human Resources 583-0828	Recreation589-2294
Department of Public Services	Library 588-7763	Senior Citizen Activity Center545-3464
Finance 583-0846	Mayor & City Council583-0829	Water & Treasurer583-0845



City of Rochester

400 SIXTH STREET ROCHESTER, MICHIGAN 48307

TELEPHONE (248) 651-9061 FAX (248) 651-2624 www.rochestermi.org

Mr. Charles B. Rizzo Jr. Rizzo Services 6200 Elmridge Road Sterling Heights, MI 48313

Dear Mr. Rizzo,

I am writing to compliment you on the Rizzo team of professionals that have managed the solid waste collection program for the City of Rochester since August 2010.

Since the City begin using the Rizzo Company, the complaints from the residents have dropped very sharply and the few that we receive have been handled very quickly and efficiently by your personnel.

We are very pleased with the service and teams work your work force. I send my compliments to you and your staff for the performance of your company and the people who work with you.

You certainly have my permission to invite others who are interested in working with the Rizzo Company to reach me for a more detailed explanation of the experience with the Rizzo Company. If someone considering your company has any further questions or concerns regarding your corporation, please do not hesitate to contact me at 248-651-9061.

William Bohlen

Director of Public Works



Dave Payne, Supervisor • Junet Roncelli, Clerk • Dan Devine, Treasurer David Buckley, Trustee • Neal J. Barnett, Trustee • Leo C. Savoie, Trustee • Gregory C. Jamian, Trustee

March 11, 2008

To Whom It May Concern,

In January 2007, Bloomfield Township prepared and released specification for the collection and disposal of solid waste and recycling. This contract was to also include the set up, handling and disposal of household hazardous waste as well. Eight bids were received from six different companies. The lowest three qualified bidders were thoroughly reviewed to include background checks, interviews and site visits to their facilities as well as a review of their current contracts.

Waste Management Inc. held the contract for the past 18 years and did a good job of handling the Townships waste. However, they were not the lowest qualified bidder. After an exhausting review by the Solid Waste Selection Committee, Rizzo Services was recommended to the Township Board of Trustees who approved an eight-year contract through 2015. Their bid was \$2 million lower over the length of the contract to the next bidder.

The Public Works staff worked with Rizzo, in particular Don Barretta, to make sure all the details of the program were in place. On July 2, 2007 Rizzo Service began the collection of solid waste from the 16,000 homes in Bloomfield Township that includes, curbside service, back door service and inside garage service. The recycling services were also expanded to include additional materials. The transition from one contractor to the other was seamless. Mr. Barretta made sure that every detail had been covered. Requests for service and complaints have been at a minimum since the Township made this change. Their first bi annual household hazardous waste drop off event was completed in October 2007 with 1,200 residents utilizing the program under Rizzo's supervision. The residents and the Trustee's have been pleased with the new contract.

The solid waste contract with Rizzo Services has been a good experience for the Township, its residents and staff. We look forward to a long-term relationship with them.

Thomas W. Trice,

Very truly lyours,

Director of Public Works



MEMBER MICHIGAN MUNICIPAL LEAGUE

March 11, 2008

Dear Sir:

Rizzo Services has been performing residential and commercial waste and recycling pick up for the past year fro the City of Royal Oak. They were awarded the 10 year contract in 2006 and commenced that contract in July 2007. Royal Oak had previously been serviced by Waste Management from 19997-2007.

The Rizzo team effectively implemented a smooth transition. The level of service improved significantly. The administrative staff at the Public Works Depratment has noted a significant reduction in the number of service complaints since Rizzo has assume the contract. Rizzo has also,handled any special requests the city has had for additional services in a timely manner. If you have any questions or would like to discuss Rizzo performance further please feel free to call me at 248 246 3300.

Gregory J. Rassel

Director Recreation and Public Service

211 Williams Street • P.O. Box 64 • Royal Oak, MI 48068-0064 • Phone Area Code (248) www.ci.royal-oak.mi.us

Assessor	246-3110
Building Insp	246-3210
Cable T.V. (WROK)	
City Attorney	
City Clerk	246-3050
City Manager	246-3200
Codo Enforcement	246 2210

Engineering	246-3260
FAX	
Finance	246-3030
Fire Dept. (Bus.)	246-3800
General Info	246-3000
Housing Assistance	246-3130
Human Resources	246-3070

-3950 -3080 -3370 -3280 -3500 -3300
-3202

Recreation	246-3180
Rental Assistance	246-3290
Senior/Community Ctr	246-3900
TDD	246-3010
Treasurer	246-3140
Nater Bills	246,3160



Ralph L. Maccarone Supervisor

52700 Van Dyke Avenue Shelby Township, MI 48316-3572

June 30, 2006

Phone: (586) 731-5154

Fax: (586) 726-9370

E-mail: rmaccarone@shelbytwp.org

Website: www.shelbytwp.org

To Whom It May Concern:

Recently, the Charter Township of Shelby, a community of 70,000 covering approximately 35 square miles, advertised for proposals for Municipal Household Waste, Yard Waste and Recycling Services.

Among the candidates that submitted proposals was Rizzo Services, Inc. of Warren, Michigan. Although they were not successful in obtaining the work in the Township, I was very impressed with the manner and method in which they approached their quotation for services and ancillary matters pertinent to our vendor search.

In coming to know this family owned and operated business, I was impressed with their veracity, candor, and practical analysis of the challenges in this complex (25+ page) bid proposal process.

On the basis of my experience in this instance, I can only assume that any prospective customer, if dealt with in the same manner and fashion as was Shelby Township, should be well satisfied with the abilities of this company and their honesty in the course of arm's length discussions.

To the extent that I can answer any further questions regarding my experience with Rizzo Services in this circumstance, call upon me without hesitation.

Very truly yours,

Charter Township of Shelby

Ralph L. Maccarone

Supervisor

2006Ltr/Rizzo.recommendationItr

H. RFP RESPONSE PRICING FORM - YEAR 1

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 7.68 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 2.18 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF

Pricing: \$______/Month (Weekly)
Pricing: \$_______/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$\(\frac{60.00}{75.00} \) /Month for 2 yard capacity
Pricing: \$\(\frac{75.00}{75.00} \) /Month for 4 yard capacity
Pricing: \$\(\frac{105.00}{315.00} \) /Month for 8 yard capacity *
Pricing: \$\(\frac{300.00}{390.00} \) /Month for 30 yard capacity *
* PRICE PER LOAD, NOT 1 TIME PER WEEK

E. Hourly cost for Township on-call services.

2. Floarly coct for Township on can corvided.

Pricing: \$ 395.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly. 50% 50%
- G. Carts, original and replacement carts.

Pricing: \$ 95.00 /96 Gallon Cart Pricing: \$ 95.00 /64 Gallon Cart Pricing: \$ N/A /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

H. RFP RESPONSE PRICING FORM - YEAR 2

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 7.68 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 2.18 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF

Pricing: \$_____/Month (Weekly)
Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$\(\frac{60.00}{75.00} \) /Month for 2 yard capacity
Pricing: \$\(\frac{75.00}{75.00} \) /Month for 4 yard capacity
Pricing: \$\(\frac{105.00}{315.00} \) /Month for 8 yard capacity *
Pricing: \$\(\frac{300.00}{390.00} \) /Month for 30 yard capacity *
* PRICE PER LOAD, NOT 1 TIME PER WEEK

E. Hourly cost for Township on-call services.

Pricing: \$ 395.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly. 50% 50%
- G. Carts, original and replacement carts.

Pricing: \$ 95.00 /96 Gallon Cart Pricing: \$ 95.00 /64 Gallon Cart Pricing: \$ N/A /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

H. RFP RESPONSE PRICING FORM - YEAR 3

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wavne, Michigan 48184

Pricing: \$ 7.68 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 2.18 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF

> Pricing: \$ 2.94 /Month (Weekly) Pricing: \$ 2.21 /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$ 60.00 /Month for 2 yard capacity Pricing: \$ 75.00 /Month for 4 yard capacity Pricing: \$105.00 /Month for 8 yard capacity Pricing: \$ 315.00 /Month for 20 yard capacity * Pricing: \$ 390.00 /Month for 30 yard capacity * * PRICE PER LOAD, NOT 1 TIME PER WEEK

E. Hourly cost for Township on-call services.

Pricing: \$ 395.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly. 50% - 50%
- G. Carts, original and replacement carts.

Pricing: \$ 95.00 /96 Gallon Cart Pricing: \$ 95.00 /64 Gallon Cart Pricing: \$ N/A /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

H. RFP RESPONSE PRICING FORM - YEAR 4

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 7.68 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 2.18 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF

Pricing: \$______/Month (Weekly)
Pricing: \$_______/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$\(\frac{60.00}{75.00} \) /Month for 2 yard capacity
Pricing: \$\(\frac{75.00}{105.00} \) /Month for 4 yard capacity
Pricing: \$\(\frac{315.00}{105.00} \) /Month for 8 yard capacity
Pricing: \$\(\frac{315.00}{390.00} \) /Month for 20 yard capacity *

****PRICE BEBLIOAD, NOT 1 TIME BEB WEEK**

* PRICE PER LOAD, NOT 1 TIME PER WEEK

E. Hourly cost for Township on-call services.

Pricing: \$ 395.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly. 50% 50%
- G. Carts, original and replacement carts.

Pricing: \$ 95.00 /96 Gallon Cart Pricing: \$ 95.00 /64 Gallon Cart Pricing: \$ N/A /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

H. RFP RESPONSE PRICING FORM - YEAR 5

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 7.68 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 2.18 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF

Pricing: \$_____/Month (Weekly)
Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$\(\frac{60.00}{75.00} \) /Month for 2 yard capacity
Pricing: \$\(\frac{75.00}{75.00} \) /Month for 4 yard capacity
Pricing: \$\(\frac{105.00}{315.00} \) /Month for 8 yard capacity *
Pricing: \$\(\frac{300.00}{390.00} \) /Month for 30 yard capacity *
* PRICE PER LOAD, NOT 1 TIME PER WEEK

E. Hourly cost for Township on-call services.

Pricing: \$ 395.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly. 50% 50%
- G. Carts, original and replacement carts.

Pricing: \$ 95.00 /96 Gallon Cart Pricing: \$ 95.00 /64 Gallon Cart Pricing: \$ N/A /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

H. RFP RESPONSE PRICING FORM - YEAR 6

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 7.68 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 2.18 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF

Pricing: \$_____/Month (Weekly)
Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$\(\frac{60.00}{75.00} \) /Month for 2 yard capacity
Pricing: \$\(\frac{75.00}{105.00} \) /Month for 4 yard capacity
Pricing: \$\(\frac{315.00}{105.00} \) /Month for 8 yard capacity
Pricing: \$\(\frac{315.00}{390.00} \) /Month for 20 yard capacity *

****PRICE BEBLIOAD, NOT 1 TIME BEB WEEK**

* PRICE PER LOAD, NOT 1 TIME PER WEEK

E. Hourly cost for Township on-call services.

Pricing: \$ 395.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly. **50% 50%**
- G. Carts, original and replacement carts.

Pricing: \$ 95.00 /96 Gallon Cart Pricing: \$ 95.00 /64 Gallon Cart Pricing: \$ N/A /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

H. RFP RESPONSE PRICING FORM - YEAR 7

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 7.68 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 2.18 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF

Pricing: \$______/Month (Weekly)
Pricing: \$_______/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$\(\frac{60.00}{75.00} \) /Month for 2 yard capacity
Pricing: \$\(\frac{75.00}{75.00} \) /Month for 4 yard capacity
Pricing: \$\(\frac{105.00}{315.00} \) /Month for 8 yard capacity *
Pricing: \$\(\frac{300.00}{390.00} \) /Month for 30 yard capacity *
* PRICE PER LOAD, NOT 1 TIME PER WEEK

E. Hourly cost for Township on-call services.

Pricing: \$ 395.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly. 50% 50%
- G. Carts, original and replacement carts.

Pricing: \$ 95.00 /96 Gallon Cart Pricing: \$ 95.00 /64 Gallon Cart Pricing: \$ N/A /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

H. RFP RESPONSE PRICING FORM - YEAR 8

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wavne, Michigan 48184

Pricing: \$ 7.68 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 2.18 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF

> Pricing: \$ 2.94 /Month (Weekly) Pricing: \$ 2.21 /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$ 60.00 /Month for 2 yard capacity Pricing: \$ 75.00 /Month for 4 yard capacity Pricing: \$105.00 /Month for 8 yard capacity Pricing: \$ 315.00 /Month for 20 yard capacity * Pricing: \$ 390.00 /Month for 30 yard capacity *

* PRICE PER LOAD, NOT 1 TIME PER WEEK

E. Hourly cost for Township on-call services.

Pricing: \$ 395.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly. 50% - 50%
- G. Carts, original and replacement carts.

Pricing: \$ 95.00 /96 Gallon Cart Pricing: \$ 95.00 /64 Gallon Cart Pricing: \$ N/A /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

H. RFP RESPONSE PRICING FORM - YEAR 9

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 7.68 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 2.18 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF

Pricing: \$______/Month (Weekly)
Pricing: \$_______/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$\(\frac{60.00}{75.00} \) /Month for 2 yard capacity
Pricing: \$\(\frac{75.00}{75.00} \) /Month for 4 yard capacity
Pricing: \$\(\frac{105.00}{315.00} \) /Month for 8 yard capacity *
Pricing: \$\(\frac{300.00}{390.00} \) /Month for 30 yard capacity *
* PRICE PER LOAD, NOT 1 TIME PER WEEK

E. Hourly cost for Township on-call services.

Pricing: \$ 395.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly. 50% 50%
- G. Carts, original and replacement carts.

Pricing: \$ 95.00 /96 Gallon Cart Pricing: \$ 95.00 /64 Gallon Cart Pricing: \$ N/A /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

H. RFP RESPONSE PRICING FORM - YEAR 10

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 7.68 /Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill 5900 Hannan Road Wayne, Michigan 48184

Pricing: \$ 2.18 /Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF

> Pricing: \$ 2.94 /Month (Weekly) Pricing: \$ 2.21 /Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$ 60.00 /Month for 2 yard capacity Pricing: \$ 75.00 /Month for 4 yard capacity Pricing: \$105.00 /Month for 8 yard capacity Pricing: \$ 315.00 /Month for 20 yard capacity * Pricing: \$ 390.00 /Month for 30 yard capacity * * PRICE PER LOAD, NOT 1 TIME PER WEEK

E. Hourly cost for Township on-call services.

Pricing: \$ 395.00 /Hour

- F. Recyclables revenue sharing formula to be calculated and paid quarterly. 50% - 50%
- G. Carts, original and replacement carts.

Pricing: \$ 95.00 /96 Gallon Cart Pricing: \$ 95.00 /64 Gallon Cart Pricing: \$ N/A /32 Gallon Cart

H. Cost for additional Bulky Goods/White Goods Collection over one (1) weekly

Appendix E



Will all our equipment and technologies make us successful?

Yes, but it's our Titan team that will put us over the top and keep us there.







More important than all our equipment is our Team Titan employees. They care. They go that extra mile and prove it everyday.

- Jeff Rizzo, COO Titan National



Team Titan workers will make it happen for you and your residents everyday.

National Headquarters :: Titan National :: 1931 Austin Drive :: Troy, MI 48083

248-775-7400 TitanNational.com

Appendix E



- Titan National may have red in our corporate colors, but we have always been green in our mission to help the environment in your community.
- We are your full-service recycling resource.
- Fully modern technology is used to automate the separation of virtually all types of recyclable materials, improving recovery rates and cost-efficiency.
- Titan National strives to increase recycling participation in each of the communities and companies we serve. The increased participation reduces the dependence on landfills.
- We recycle yard waste, fibers, metals, glass, plastics, construction, computers & electronics.

















National Headquarters :: Titan National :: 1931 Austin Drive :: Troy, MI 48083



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

00//504050	OFFICIOATE NUMBER OF STATE	DEVICENT NUM			
Troy MI	48083	INSURER F:			
		INSURER E:			
1931 Austin Dr		INSURER D:			
Titan Trucking LLC		INSURER C: Safety National Casualty Con	rporation	15105	
INSURED		INSURER B: Navigators Insurance Company	7	42307	
Troy MI	48098-4960	INSURER A: Acuity A Mutual Insurance Co	ompany	14184	
1175 W. Long Lake Ste. 200		INSURER(S) AFFORDING COVERAGE		NAIC #	
Troy Office E-MAIL ADDRESS: kwasen@vtcins.com					
VTC Insurance Group		PHONE (248)828-3377 FAX (A/C, No, Ext): (248)828-3741			
PRODUCER		CONTACT NAME: Kathleen Wasen			
	,				

CERTIFICATE NUMBER: 22-23 Master **REVISION NUMBER:** COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	 S	
	х	COMMERCIAL GENERAL LIABILITY	INOD	1111	. C	(MINICO) TTTT	(MINI/DD/1111)	EACH OCCURRENCE	\$	1,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	250,000
	х	XCU Included	х	Y	ZN2013	6/1/2022	6/1/2023	MED EXP (Any one person)	\$	10,000
	х	Contractural Liability						PERSONAL & ADV INJURY	\$	1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	3,000,000
	х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	3,000,000
		OTHER:						Voluntary Prop Damage	\$	2,500
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В		ANY AUTO						BODILY INJURY (Per person)	\$	
-		ALL OWNED X SCHEDULED AUTOS		Y	GA22MOT02207500	6/1/2022	6/1/2023	BODILY INJURY (Per accident)	\$	
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
									\$	
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
		DED RETENTION \$							\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	1,000,000
С	(Man	datory in NH)	117.4	Y	TITAN2C	4/30/2022	4/30/2023	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
		i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Where required by written contract, Van Buren Charter Township is additional insured on the General Liability policy with respects to ongoing operations performed by the named insured. General Liability, Automobile Liability and Work Comp policies include a waiver of subrogation as required by written contract and where allowed by law. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder; however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

CERTIFICATE HOLDER	CANCELLATION				
Van Buren Charter Township 46425 Tyler Rd Van Buren Township, MI 48111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	AUTHORIZED REPRESENTATIVE				
ı	Alan Chandler/KJW Manf. Chanllen				

ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)

CG-7277(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

- Section II Who Is An Insured is amended to include as an additional insured:
 - a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and
 - **b.** Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the products-completed operations hazard for bodily injury or property damage caused, in whole or in part, by your work performed for that additional insured at the location designated and described in the contract or agreement.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. This insurance does not apply to:
 - **a.** Bodily injury or property damage which occurs prior to the execution of the contract or agreement described in item 1; or

- b. Bodily injury or property damage that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
- c. Bodily injury or property damage arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
 - The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the bodily injury or property damage involved the rendering of or the failure to render any professional services by or for you.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- **b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTO-MATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

CG-2033R(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- Section II Who Is An Insured is amended to include as an additional insured:
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
 - **b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

- **a.** Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law;
 and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Bodily injury, property damage or personal and advertising injury arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the bodily injury or property damage involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. Bodily injury or property damage occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement you have entered into with the additional insured; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ACUITY ENHANCEMENTS - GENERAL LIABILITY

CG-7301(12-19)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Extended Non-Owned Watercraft

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

B. Increased Bail Bond Amount

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to \$1,000.

C. Increased Reasonable Expenses Incurred by the Insured

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to \$350.

D. Newly Acquired Organizations

Item 3a of Section II - Who Is An Insured is replaced by the following:

 Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

E. Tenants Legal Liability

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages do not apply to *property damage* (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is \$10,000. A \$250 deductible applies.

F. Knowledge of Claim or Suit

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an occurrence, claim or suit by your agent, servant or employee shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or employee.

G. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we

will not reject coverage under this policy based solely on such failure.

H. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*.

The waiver applies only to:

- Any person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage; and
- 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph 1 above.

I. Liberalization

The following is added to Section IV - Commercial General Liability Conditions:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

J. Broadened Bodily Injury

The Definition of *Bodily Injury* is amended to include mental anguish.

K. Electronic Data Liability

 Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I -Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

 Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial

information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph (1) or (2) above.

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

2. The following paragraph is added to Section III - Limits of Insurance:

Subject to paragraph 5 above, \$10,000 is the most we will pay under Coverage A for property damage because of all loss of electronic data arising out of any one occurrence.

The following definition is added to Section V - Definitions:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and application software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. For the purposes of this coverage, the definition of "property damage" in Section V
 Definitions is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- **b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the *occurrence* that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate *electronic data*, resulting from physical injury to tangible property. All such loss of *electronic data*

shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this coverage, *electronic* data is not tangible property.

L. Employee Benefits Liability Coverage

 The following is added to Section I -Coverages:

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this coverage applies. We will have the right and duty to defend the insured against any suit seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or suit that may result. But:
 - The amount we will pay for damages is limited as described in paragraph 5 of this coverage; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- This coverage applies to damages only if:
 - The act, error or omission, is negligently committed in the administration of your employee benefit program;
 - (2) The act, error or omission, did not take place before the original inception date of this coverage nor after the end of the policy period; and
 - (3) A claim for damages, because of an act, error or omission, is first made against any insured, in accordance with paragraph c below, during the policy period or an Extended Reporting Period we provide under paragraph 6 of this coverage.
- **c.** A *claim* seeking damages will be deemed to have been made at the earlier of the following times:
 - (1) When notice of such claim is

received and recorded by any insured or by us, whichever comes first; or

(2) When we make settlement in accordance with paragraph a above.

A *claim* received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

d. All claims for damages made by an employee because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such employee's dependents and beneficiaries, will be deemed to have been made at the time the first of those claims is made against any insured.

Exclusions

This coverage does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

Bodily injury, property damage or personal and advertising injury.

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the *employee* benefit program.

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles: or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the *employee benefit* program.

f. Workers' Compensation And Similar Laws

Any *claim* arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any *claim* for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

- **2.** For the purposes of the coverage provided:
 - a. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments -Coverages A, B and Employee Benefits Liability.
 - b. Paragraphs 1b and 2 of the Supplementary Payments provision do not apply.
- 3. For the purposes of the coverage provided, paragraphs 2 and 3 of Section II Who Is An Insured are replaced by the following:
 - 2. Each of the following is also an insured:
 - **a.** Each of your *employees* who is or was authorized to administer your *employee benefit program*.
 - **b.** Any persons, organizations or *employees* having proper temporary authorization to administer your *employee benefit program* if you die, but only until your legal representative is appointed.
 - **c.** Your legal representative if you die, but only with respect to duties as

such. That representative will have all your rights and duties under this coverage.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- **4.** For the purposes of the coverage provided, Section III Limits Of Insurance is replaced by the following:

Limits Of Insurance

- a. The Limits of Insurance shown in d below and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or suits brought;
 - (3) Persons or organizations making *claims* or bringing *suits*;
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your *employee* benefit program.
- **b.** The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the *administration* of your *employee benefit program*.
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one employee, including damages sustained by such employee's dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions

negligently committed in the administration of your employee benefit program.

However, the amount paid under this coverage shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any

plan included in the *employee benefit* program.

d. Limits of Insurance

Each Employee Limit: \$250,000

Aggregate Limit: \$250,000

The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the be ginning of the policy period shown in the Declarations of the policy to which this coverage is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in e below as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in e below applies to all damages sustained by any one employee, including such employee's dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
- **c.** The terms of this coverage, including those with respect to:
 - (1) Our right and duty to defend any suits seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or *claim*

apply irrespective of the application of the deductible amount.

- d. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- e. Deductible

Each Employee Deductible: \$1,000

- 5. For the purposes of the coverage provided, Conditions 2 and 4 of Section IV -Conditions are replaced by the following:
 - 2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a *claim*. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- **b.** If a *claim* is made or *suit* is brought against any insured, you must:
 - Immediately record the specifics of the claim or suit and the date received: and
 - (2) Notify us as soon as practicable.
- c. You and any other involved insured must:
 - Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit:
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the *claim* or defense against the *suit*; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this coverage may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- e. The requirements to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this coverage, our obligations are limited as follows:

a. Primary Insurance

This coverage is primary except when paragraph b below applies. If this coverage is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c below.

b. Excess Insurance

- (1) This coverage is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and that applies to an act, error or omission on other than a claims-made basis, if the other insurance has a policy period which continues after the original inception date of this coverage.
- (2) When this coverage is excess, we will have no duty to defend the insured against any *suit* if any other insurer has a duty to defend the insured against that *suit*. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this coverage is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this coverage; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in paragraph 5d of this coverage.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares,

we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limits of Insurance to the total applicable Limits of Insurance of all insurers.

6. For the purposes of the coverage provided, the following Extended Reporting Period provisions are added, or, if this coverage is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

- a. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - (1) This coverage is canceled or not renewed; or
 - (2) We renew or replace this coverage with insurance that:
 - (a) Has an inception date later than the original inception date of this coverage; or
 - (b) Does not apply to an act, error or omission on a claims-made basis.
- b. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to *claims* for acts, errors or omissions that were first committed before the end of the policy period but not before the original inception date of this coverage. Once in effect, the Extended Reporting Period may not be canceled.
- **c.** An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- (1) The *employee benefit programs* insured;
- (2) Previous types and amounts of insurance:
- (3) Limits of insurance available under this coverage for future payment of damages; and

(4) Other related factors.

The additional premium will not exceed \$100.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage afforded for *claims* first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

d. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in paragraph 5d of this coverage under Limits of Insurance.

Paragraph 5b of this coverage will be amended accordingly. The Each Employee Limit shown in paragraph 5d will then continue to apply as set forth in paragraph 5c.

- 7. For the purposes of the coverage provided, the following definitions are added to the Definitions Section:
 - **a.** "Administration" means:
 - Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for or scope of employee benefit programs;
 - (2) Handling records in connection with the *employee benefit program*; or
 - (3) Effecting, continuing or terminating any employee's participation in any benefit included in the employee benefit program.

However, *administration* does not include handling payroll deductions.

- b. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- c. "Claim" means any demand, or suit, made by an employee or an employee's dependents and beneficiaries, for damages as the result of an act, error or omission.

- d. "Employee benefit program" means a program providing some or all of the following benefits to employees, whether provided through a cafeteria plan or otherwise:
 - (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an *employee* may subscribe to such benefits and such benefits are made generally available to those *employees* who satisfy the plan's eligibility requirements;
 - (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an employee may subscribe to such benefits and such benefits are made generally available to all employees who are eligible under the plan for such benefits;
 - (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - (4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - (5) Any other similar benefits added thereto by endorsement.
- **8.** For the purposes of the coverage provided, the following Definitions in the Definitions Section are replaced by the following:
 - a. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. Employee includes a leased worker. Employee does not include a temporary worker.
 - b. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. Suit includes:
 - An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which

the insured submits with our consent.

M. Voluntary Property Damage

- With respect to the insurance provided under this coverage, paragraph 2 Exclusions of Coverage A - Bodily Injury and Property Damage Liability under Section I -Coverages is modified as followed:
 - a. Exclusion 2j(4) is replaced by the following:
 - (4) Personal property of others:
 - (a) Held by the insured for servicing, repair, storage or sale at premises owned, occupied or rented to the insured.
 - (b) Caused by the ownership, maintenance, use, loading or unloading of any auto, watercraft or transportation of property by any means.
 - **b.** Exclusion 2j(5) is deleted.
- **2.** The insurance provided by this coverage is subject to the following provisions:
 - a. We will pay for property damage at your request even if you are not legally liable, if it is otherwise subject to this coverage.
 - **b.** Property damage does not include loss of use if personal property of others is not physically injured.

c. Limits

The most we will pay for an *occurrence* under this coverage is \$2,500.

The most we will pay for the sum of all amounts paid under this coverage is an aggregate of \$2,500.

The General Aggregate Limit and Each Occurrence Limit under Section III - Limits of Insurance do not apply to the insurance provided under this coverage.

d. Settlement

If you make any repairs to damaged property, at our request, we will pay the larger of your actual cost or 75% of your usual charge for the necessary labor and materials. Any property paid for or replaced by us may become our property at our option. Any payment made under this coverage shall not be interpreted as an admission of liability by the insured or the company.

e. Deductible

Our obligation to pay for a covered loss applies only to the amount of loss in

excess of \$200.

f. Other Insurance

The insurance provided by this coverage is excess over any other insurance carried by the insured which applies to a loss covered by this coverage.

N. Increased Limits of Insurance

1. The General Aggregate Limit is increased to three times the Each Occurrence Limit.

- **2.** The Products-Completed Operations Aggregate Limit is increased to three times the Each Occurrence Limit.
- **3.** The Damage To Premises Rented To You Limit is increased to \$250,000.
- **4.** The Medical Expense Limit is increased to \$10,000.

The Limits of Insurance shown here do not replace and are not in addition to the Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us of the BUSINESS AUTO COVERAGE FORM and SECTION V - MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us of the MOTOR CARRIER COVERAGE FORM:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with a written contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights of lien to be reimbursed for any recovery funds obtained by any injured employee.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

counting Period Ending: 12/31/2022	Year To Dat
Appendix G	Hear 10 Day Balanc
set	
Cash	
Cash - Fifth Third Bank	26,650.22
Total Cash	26,650.22
Accounts Receivable - Trade	
Accounts Receivable - Trade	557,505.20
Accounts Receivable - Trade-Docket	37,767.64
A/R - Other	1,240.71
Total Accounts Receivable - Trade	596,513.55
Other Receivables	
N/R - Senior Trucking	681,252.70
Note Subscription Receivable - Marilyn	200,000.00
Total Other Receivables	881,252.70
Prepaid Expenses	
Prepaid Insurance	49,991.62
Prepaid Property Taxes	8,018.16
Prepaid Expenses	70,678.98
Total Prepaid Expenses	128,688.76
Fixed Assets	
Tractors and Vehicles	2,341,648.70
Containers - 10 Yard	10,800.00
Containers - 14 Yard	4,000.00
Containers - 20 Yard	34,200.00
Trailers	994,119.98
Containers - 30 Yard Containers	676,598.04
Containers - 40 Yard Containers	98,993.96
Shop Equipment	40,379.60
Leasehold Improvements	19,588.94
Accumulated Depreciation	(464,716.00
Customer Lists	1,492,920.00 99,950.00
Origination Fees Accumulative Amortization - Intangibles	(17,402.00
Total Fixed Assets	5,331,081.22
Other Assets	
Deposits	8,251.00
Investment - Senior Trucking	982,839.20
Total Other Assets	991,090.20
Total Asset	7,955,276.7

	Year To Date
Annandiy C	Balance
Appendix G	
iability	
Current Liabilities	
Accounts Payable	669,230.87
A/P - Capital One Credit Cards	29,454.12
W/H - Accrual - 401K	1,047.76
Accrued Payroll	34,730.00
Accrued Payroll Taxes	4,116.00
Accrued Workers Compensation	5,660.92
Accrued Holiday and Vacation Pay	5,428.00
Accrued Interest	11,181.08
Accrued Expenses	25,675.00
Total Current Liabilities	786,523.75
Long Term Liabilities	
N/P - Ascentium Capital 2654988	224,431.11
N/P - Ascentium Capital 2663353	231,798.56
N/P - Ascentium Capital 2663643	284,228.40
N/P - Balboa Capital	218,327.89
N/P - Blue Bridge Financial	61,345.06
N/P - Daimler Truck Financial-54001	13,410.53
N/P - Daimler Truck Financial-62001	57,755.33
N/P - Daimler Truck Financial-24001	57,135.40
N/P - Financial Pacific leasing	69,911.86
N/P - Financial Pacific Umpqua Bank	92,494.45
N/P - M2 Equipment Finance	217,566.06
N/P - Meridian Equipment Finance	139,123.56
N/P - Navitas Credit Corp	195,514.30
N/P - Pawnee Leasing Corp	235,239.46
N/P - M & T Equipment Fin #107506	443,119.62
N/P - Signature Financial	265,455.06
N/P - Signature Financial #208	183,439.20
N/P - Trans Lease	198,093.14
N/P - Verdant	213,714.33
N/P - Western Equipment Finance	227,791.43
Total Long Term Liabilities	3,629,894.75
Total Liability	4,416,418.50
Equity	
X V	890,143.80
	1,669,295.46
	3,661,449.04
	170,521.65
	(2,683,174.60
	479,151.00
Current Year Net Income (Loss)	(648,528.14

Titan Trucking LLC

Accounting Period Ending: 12/31/2022

Appendix G

Total Equity

Liabilities and Equities

Year To Date Balance

3,538,858.21

7,955,276.71

							Titan Truc	king LLC
Accounting Period Ending: 12/31/2022	Period To Date	Percentage Of	Prior Period	Percentage Of	Year To Date	Percentage Of	Prior Year	Percentage O
Appendix G	Actual	Total Revenue	Actual	Total Revenue	Actual		ear To Date Actual	Total Revenue
Revenue								
Sales - Hauling	217,024.91	53.58 %	273,514.35	56.30 %	3,096,370.54	73.67 %	3,315,255.55	100.00 %
Sales - Roll Off	188,008.55	46.42 %	212,346.22	43.71 %	1,106,741.85	26.33 %	.00	.00 %
Total Revenue	405,033.46	100.00 %	485,860.57	100.00 %	4,203,112.39	100.00 %	3,315,255.55	100.00 %
Cost of Sales								
Disposal Costs	46,348.82	11.44 %	53,039.80	10.92 %	275,814.88	6.56 %	.00	.00 %
Wages - Drivers	107,107.28	26.44 %	114,574.99	23.58 %	1,069,193.51	25.44 %	670,256.07	20.22 %
Wages - Garage	23,946.40	5.91 %	20,927,43	4.31 %	251,039.67	5.97 %	277,758.45	8.38 %
Wages - Supervisors	5,997.64	1.48 %	5,097.51	1.05 %	55,188.20	1.31 %	82,257.18	2.48 %
Holiday and Vacation Pay	2,984.00	.74 %	2,977.00	.61 %	35,731.00	.85 %	38,091.00	1.15 %
Payroll Taxes	11,536.87	2.85 %	11,048.84	2.27 %	115,411.88	2.75 %	112,277.89	3.39 %
Pension Expense	673.00	.17 %	529.12	.11 %	6,331.42	.15 %	5,668.19	.17 9
Insurance - Health	4,055.14	1.00 %	4,684.63	.96 %	36,729.89	.87 %	57,640.69	1.74 %
Insurance - Workers Compensation	4,576.56	1.13 %	3,798.47	.78 %	39,270.24	.93 %	34,212.23	1.03
Insurance - Equipment	33,916.06	8.37 %	48,773.20	10.04 %	374,094,44	8.90 %	210,868.05	6.36 9
O/S - Labor - Other	1,020.00	.25 %	1,390.00	.29 %	26,669.50	.64 %	20,818.69	.63 9
O/S - Labor - Brokers	3,340.61	.83 %	.,.,.	.00 %	8,162.61	.19 %	.00	.00 9
Tractor and Train Parts	25,267.69	6.24 %	13,427.33	2.76 %	201,742.42	4.80 %	214,434.19	6.47 9
Tire Expense	12,443.70	3.07 %	10,044.33	2.07 %	115,838.00	2.76 %	121,745.41	3.67 9
O/S - Truck Repairs	2,450.00	.61 %	, , , , , , , , , , , , , , , , , , , ,	.00 %	10,882.00	.26 %	17,520.17	.53 %
Shop Supplies	1,795.50	.44 %	1,780.10	.37 %	23,023.78	.55 %	16,619.98	.50 %
Towing Expense	3,020.00	.75 %	511.50	.11 %	12,513.50	.30 %	3,072.00	.09 9
Radio Expense	2,034.94	.50 %	2,098.26	.43 %	23,016.27	.55 %	22,732.82	.69 %
Uniform Expense	405.20	.10 %	1,867.18	.38 %	8,108.79	.19 %	5,931.91	.18 %
Fuel Expense	80,501.62	19.88 %	111,452.67	22.94 %	1,006,941.55	23.96 %	662,038.21	19.97 9
Oils and Fluids	5,894.73	1.46 %	5,617.36	1.16 %	43,122.59	1.03 %	35,098.64	1.06 %
Propane and Regular Gas	1,926.90	.48 %	3,725.38	.77 %	39,970.75	.95 %	26,613.73	.80 9
Depreciation	21,876.00	5.40 %	21,952.00	4.52 %	187,494.00	4.46 %	167,728.00	5.06 %
Licenses and Fees	4,794.97	1.18 %	4,408.50	.91 %	52,255.56	1.24 %	54,751.80	1.65 9
Taxes - Heavy Use	560.75	.14 %	497.26	.10 %	7,092.96	.17 %	8,021.85	.24 %
Rent - Equipment - Senior Trucking	18,000.00	4.44 %	18,000.00	3.71 %	216,000.00	5.14 %	216,000.00	6.52 %
Rent - Equipment - Titan Nat'l	475.00	.12 %	475.00	.10 %	5,700.00	.14 %	5,700.00	.17 %
Rent - Equipment - Other	79.50	.02 %	79.50	.02 %	3,934.92	.09 %	4,879.98	.15 %
Rent - Building - Other	1,050.00	.26 %	, , , , ,	.00 %	1,300.00	.03 %	.00	.00 9
Tickets	210.00	.05 %	1,280.00	.26 %	25,564.40	.61 %	22,782.34	.69 9
Property Damage	.00	.00 %	1,500.48	.31 %	7,825.48	.19 %	3,520.99	.11 %

		All and the State of States		States Land	Assas all		Titan Truc	king LLC
Accounting Period Ending: 12/31/2022								
Appendix G	Period To Date Actual	Percentage Of Total Revenue	Prior Period Actual	Percentage Of Total Revenue	Year To Date Actual	Percentage Of Total Revenue Y	Prior Year ear To Date Actual	Percentage Of Total Revenue
Total Cost of Sales	428,288.88	105.74 %	465,557.84	95.82 %	4,285,964.21	101.97 %	3,119,040.46	94.08 %
Gross Profit	(23,255.42)	(5.74%)	20,302.73	4.18 %	(82,851.82)	(1.97%)	196,215.09	5.92 %