

**WHITE LAKE TOWNSHIP RESOLUTION  
CONSENTING TO THE ASSIGNMENT OF ITS WASTE HAULING  
SERVICES AGREEMENT FROM GFL ENVIRONMENTAL USA, INC  
TO PRIORITY WASTE LLC**

**Resolution #24-030**

---

At a regular meeting of the Township Board of the Charter Township of White Lake, Oakland County, Michigan, held on the 18th day of June 2024 in the Township Annex, located at 7527 Highland Road, White Lake, Michigan at 6:30 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution was offered by \_\_\_\_\_  
and supported by \_\_\_\_\_.

**WHEREAS**, the Charter Township of White Lake, (“Township”) and GFL Environmental USA, Inc., (“GFL”) are parties to a Solid Waste Collection Agreement, dated July 21, 2020 (the “Agreement”) (attached hereto as Exhibit A); and

**WHEREAS**, the Agreement provides that it may not be assigned to another waste hauler without the Township’s consent; and

**WHEREAS**, GFL has announced that it intends to sell its residential solid waste collection business in southeast Michigan to Priority Waste LLC, (“Priority”) effective upon finalizing an Agreement Transfer between GFL and Priority scheduled to occur on June 30, 2024; and

**WHEREAS**, GFL has provided a letter to the Township requesting that it sign prior to June 30, 2024, consenting to the assignment of the Agreement to Priority; and

**WHEREAS**, the Township Board will consent to the assignment of the Agreement from GFL to Priority contingent upon the conditions in this Resolution.

**NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:**

1. The Township Board hereby consents to the assignment of the Agreement from GFL to Priority Waste and authorizes the Township Supervisor to sign the consent letter provided by GFL (attached hereto as Exhibit B)
2. The consent of the Township Board to the assignment of the Agreement is contingent upon the closing and execution of the Agreement Transfer between GFL and Priority, which is scheduled to occur on June 30, 2024. In the event that the Agreement Transfer between

GFL and Priority fails to close, this consent shall be null and void and the Agreement between the Township and GFL shall not be assigned to Priority.

3. This consent is also conditioned upon Priority: (i) providing a certificate of insurance to the Township in accordance with the terms of the Agreement; (ii) executing an amendment to the Agreement for the sole purpose of providing its contact and notice information, with all other provisions of the Agreement to remain unchanged and in full force and effect. All these conditions must be satisfied prior to July 31, 2024.
4. The Township Board further resolves to authorize the Township Supervisor to take the necessary actions to finalize the assignment of the Agreement to Priority, should the Agreement Transfer between GFL and Priority take place.
5. All resolutions and parts of resolutions as far as they conflict with the provisions of this Resolution are rescinded.

A vote on the foregoing resolution was taken and was as follows:

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

STATE OF MICHIGAN                            )  
  )ss  
COUNTY OF OAKLAND                         )

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of White Lake, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 18th day of June 2024.

\_\_\_\_\_  
Anthony L. Noble, Clerk  
Charter Township of White Lake

## EXHIBIT A

### SOLID WASTE COLLECTION AGREEMENT

Between the Charter Township of White Lake

and

GFL Environmental USA Inc.

THIS AGREEMENT (the "Agreement") made and entered into as of the 21st, day of July, 2020 by and between the Charter Township of White Lake, a municipal corporation of the State of Michigan, with offices located at 7525 Highland Road, White Lake, Michigan, 48383, (hereinafter referred to a "Township"), and GFL Environmental USA Inc., a Delaware corporation, with offices located at 26999 Central Park Boulevard, Suite 200, Southfield, MI 48076 (hereinafter referred to as "Contractor").

#### INTRODUCTION

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

**WHEREAS**, the Township had previously sought proposals from qualified companies interested in performing said services in accordance with its administrative polices, and a copy of the Request for Proposal ("RFP") document that sets forth the specifications is attached hereto as Exhibit A; and

**WHEREAS**, after considering and evaluating the proposals received, the Township Board, at its Regular Board Meeting held at the Township Hall on August 18, 2015, selected Allied Waste Services of North America, LLC, d/b/a Republic Services of Southeast Michigan as the successful bidder and a contract was executed shortly thereafter; and

**WHEREAS**, on July 13, 2017, in accordance with the terms of the contract with Allied Waste Services of North America, LLC, the Township consented to the assignment and assumption of the contract to GFL Environmental USA, Inc.; and

**WHEREAS**, the contract with Allied Waste Services of North America, LLC, assigned and assumed by GFL Environmental USA, Inc., is set to expire on December 31, 2020; and

**WHEREAS**, GFL Environmental USA, Inc., requested an extension of the contract and provided competitive rates for the Township's consideration, attached hereto as Exhibit B; and

**WHEREAS**, the Township considered the reasonableness of the rates offered by GFL Environmental USA, Inc., its satisfaction with the services provided and the lack of options with regard to waste haulers interested in residential waste collection services; and

**WHEREAS**, the Township desires to contract with GFL Environmental USA, Inc. for the solid waste, yard waste and recycling collection, transportation and disposal services; and

**WHEREAS**, GFL Environmental USA, Inc. is willing to provide those services.

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

## AGREEMENT

### DEFINITIONS

The following definitions shall apply to this Agreement:

“Bulky Items” shall include those items too large to place within the cart such as mattresses, swing sets, appliances, small amounts of construction debris, etc.

“Garbage” means any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except Unacceptable Waste.

“Hazardous Waste” means waste defined as, or of a character or in sufficient quantity to be defined as, a “Hazardous Waste” by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

“RFP” shall be the Township's Request for Proposal and Instructions, a copy of which is attached as Exhibit A.

“Recyclable Materials” shall include at a minimum: all fibers products (i.e. newspapers, magazines, catalogs, phone books, office papers, paperboard, junk mail, cardboard and paper bags and OCC); plastics #1 – 7 (i.e. plastic jugs, plastic bottles, household plastics and plastic bags); clear glass containers; aluminum and steel products (i.e. steel and tin cans, aluminum foil and cans, pots, pans, tins and utensils).

“Rubbish” means all waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Unacceptable Waste.

“Small Dead Animals” means animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

“Solid Waste” means Garbage and Rubbish, and Small Dead Animals. For purposes of this Agreement, Solid Waste shall not include Unacceptable Waste.

“Unacceptable Waste” means highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, and other materials deemed by state, federal or local law to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

“Waste Material” means non-hazardous Solid Waste, Recyclable Materials, Bulky Items and Yard Waste, but does not include Unacceptable Waste.

“Yard Waste” means grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks.

SECTION I: COLLECTION SERVICES

The work under this Agreement shall consist of the following (herein collectively called "Collection Services"):

1. Contractor shall provide new participating Township households with one (1) new ninety-five (95) gallon cart with wheels for the containment of residential Waste Material (other than Recyclable Materials) (hereinafter “cart”) and one (1) new eighteen (18) gallon bin for recyclable materials only (hereinafter “bin”). Upon request by the Township, Contractor shall provide a sixty-five (65) gallon capacity cart in lieu of the ninety-five (95) gallon cart to any new participating senior citizen (62 years of age or older). The sixty-five (65) gallon cart shall also be available to other new participating residents on a case-by-case basis, as determined by Contractor. Contractor shall provide one (1) replacement cart and/or bin to existing Township households in the event of damage caused by normal wear and tear.

In addition to the carts and bins provided by the Contractor, as provided above, Contractor shall allow residents to purchase, at their sole cost and expense, additional or replacement carts and/or bins, as follows:

Ninety-Five (95) gallon refuse cart: \$75.00

Sixty-Five (65) gallon refuse cart: \$65.00

Eighteen (18) gallon recycling bin: \$14.00

Sixty-Five (65) gallon recycling cart: \$65.00

The refuse carts provided to new participating Township households and replacement carts, must be ninety-five (95) gallons in capacity and consist of an injection molded, high density, polyethylene (HDPE) plastic body, with a hinged lid, two injection molded plastic wheels and a solid steel axle. The interior must be free of crevices and recesses where refuse could become trapped, thus preventing complete emptying. Dimensions of the cart shall not exceed 46.50” high and 27” wide. The recycling bins provided to new participating Township households and replacement bins must be at least eighteen (18) gallons in capacity consisting of an injection molded high density polyethylene (HDPE) plastic body. Carts must be compatible with all types of fully automated waste or recycling collection methods.

2. Contractor shall collect all Solid Waste in carts placed curbside each week, as well as any additional bags of Solid Waste that are placed curbside. All Solid Waste shall be properly prepared in refuse bags or bundled prior to placing in carts.
3. Contractor shall also collect unlimited Bulky Items each week on the same day as Solid Waste. Contractor shall collect Freon bearing appliances at no additional charge and will be responsible for the proper removal of Freon in accordance with all Federal and State laws.
4. Contractor shall collect all Recyclable Materials placed curbside each week. All Recyclable Materials must be delivered to a single-stream processing facility. Contractor shall provide the Township the location of the processor along with the total tons collected within the Township. Contractor shall immediately notify the Township if the processor is changed.
5. Contractor shall provide for the weekly collection, transportation and proper disposal of all Yard Waste from April 1<sup>st</sup> through the first full week in December of each year to a commercial composting facility registered with the Michigan Department of Environment, Great Lakes, and Energy and a facility agreed upon by the Contractor and the Township. All Yard Waste collections will take place on the same day as the Solid Waste collection. Any change to the designated composting site shall require mutual agreement of Contractor and Township. Yard Waste must be placed in biodegradable paper bags or placed loose in 10-35 gallon cans marked with a "Yard Waste" sticker. No plastic bags will be accepted. For Yard Waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) and which shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for Yard Waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box.
6. Contractor shall collect Christmas trees for the three weeks after the holiday.
7. Contractor shall provide dumpster service to the following Township facilities and properties at no additional charge. Dumpsters shall be provided and collection shall occur as follows:
  - a. One (1) six (6) yard dumpster for the Township Hall/Annex building, collected once per week.
  - b. One (1) four (4) yard dumpster for the Township Fire Station #1, collected once per week.
  - c. One (1) ninety-five (95) gallon cart for the Township Fire Station #2, collected once per week.
  - d. One (1) four (4) yard dumpster for the Dublin Community Center, collected once per week.

- e. Two (2) forty (40) yard dumpsters for cemeteries spring and fall clean-up (provided and collected twice a year – once in the spring & once in the fall).
- f. One (1) four (4) yard dumpster for White Lake Cemetery, collected once per week.
- g. One (1) four (4) yard (Front Loading) dumpster for Lakeside Cemetery, collected once per week.
- h. Two (2) ninety-five (95) gallon carts for the White Lake Township Community Hall, collected once per week.
- i. Eight (8) ninety-five (95) gallon carts collected once per week for Fisk Farm, and one (1) four (4) yard dumpster provided and collected three (3) times a year, on a will call basis, for Fisk Farm.
- j. One (1) forty (40) yard dumpster for Hidden Pines spring and fall clean-up (provided and collected twice a year – once in the spring & once in the fall).
- k. One (1) forty (40) yard dumpster for Vetter Park spring and fall clean-up (provided and collected twice a year – once in the spring & once in the fall).
- l. One (1) forty (40) yard dumpster for Stanley Park spring and fall clean-up (provided and collected twice a year – once in the spring & once in the fall).
- m. One (1) six (6) yard dumpster for White Lake Library, collected once per week.

Additional service for size, frequency and/or new locations may be negotiated at a fair and reasonable price by and between the Contractor and the Township as needed.

- 8. Contractor shall be responsible to set up and conduct one (1) dedicated Household Hazardous Waste Collection Event Day per year. The Township shall be responsible for the selection of the date of said event. The Township will make available a site for the event, as well as staff for residency verification and traffic control.

Contractor, or its subcontractor, shall provide all necessary labor (chemists, technicians, laborers, etc.) as necessary for the receipt of, identification of, and labeling of “household hazardous waste”, as defined by the Michigan Department of Environment, Great Lakes, and Energy and completion of required manifest forms. Contractor, or its subcontractor, shall be responsible for setting up and breaking down the Household Hazardous Waste Collection Event, obtaining appropriate permits and transporting all household hazardous waste received to a properly licensed and permitted hazardous waste disposal facility.

Contractor may fulfill its obligation under this Paragraph through a contractor-approved subcontractor, with prior approval of such subcontractor by the Township.

- 9. Any equipment Contractor furnishes shall remain Contractor’s property. Township shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Township shall provide safe, unobstructed access to the equipment located at the Township’s facilities on the scheduled collection day.

SECTION II: GENERAL SPECIFICATIONS

1. Term of Agreement – This Agreement shall be a five (5) year term beginning January 1, 2021. The Charter Township of White Lake shall have the option to renew the Agreement for one (1) additional year on like terms and conditions upon written notice not less than sixty (60) days prior to the expiration of the initial five (5) year term of this Agreement.
2. Time of Collection – Carts, bags and bundles shall be placed by the resident at curbside by 7 a.m. on the Township designated collection days. Contractor shall not commence collections prior to 7 a.m. Contractor must establish regular routes and shall provide regular service at the same time each week to the greatest extent possible.
3. Holidays – The following shall be holidays for purposes of this Agreement:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

Should a holiday fall on a work day, collection for said day will take place the next day and bump the remaining weekly schedule accordingly by one day, including Saturday.

4. Routes of Collection – The routes and collection days shall be those as shown on the schedule attached as Exhibit “C.” Any changes to the route and collection schedule shall require mutual agreement of Contractor and Township.
5. Manner of Service – Collections shall be made in a neat and professional manner. All containers must be replaced upright at the original point of service. If collection is refused for any reason, Contractor must attach a tag to the container explaining the reason and keep a log of all refusals which shall be delivered to the Township within 24 hours. Any changes to the manner of service must be approved by the Township Supervisor or his/her authorized representative.
6. Additional Service – The Township may at times request services above and beyond the scope of this Agreement. If Contractor agrees to provide such additional services, Contractor agrees to negotiate a fair and equitable price for such services and bill Township under the same terms and conditions as set forth within this Agreement. Township shall not be responsible to the Contractor or resident for any additional services provided at the request of the resident by the Contractor. The Contractor shall not charge any customer for services provided by the Township under the terms of this Agreement.
7. Construction in Right-of-Ways – When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. When construction work is being performed in the street, Contractor shall attempt to collect from those streets early or late in the day to provide service to all residents of the street. If the collection vehicles cannot access the street, then Contractor shall dispatch a light weight duty truck to make said collection. Contractor will not receive additional payment for additional work due to construction in the right-of-way.
8. Solid Waste Disposal – All Solid Waste material will be delivered to the Oakland Heights Landfill owned and operated by Contractor in accordance with all Federal, State, County,



and Local regulations. Oakland Heights is located at 2350 Brown Road, Auburn Hills, Michigan 48326. Any change to this delivery site shall require advanced written notice to the Township and mutual agreement of Contractor and Township. Township's consent shall not be unreasonably withheld.

9. Contractor Availability – Contractor will have regular hours 8:00 a.m. through 5:00 p.m. to answer all questions and complaints, if any, that Township residents may have. Residents may contact the Contractor's office toll-free at (844) 464-3587. Additionally, Contractor shall provide the Township with a means of direct communication with route supervisors and/or designated site field representatives to mitigate any complaints or problems arising out of the collection services.
10. Complaints – Contractor shall make every effort to resolve complaints received about the service it is providing as part of this program. All complaints shall be given prompt and courteous attention. In the case of missed scheduled collections, the Contractor shall arrange for the collection on the same day of service whenever possible but not to exceed 24 hours. Contractor shall provide the Township monthly reports which shall outline all complaints received, the dates of said complaints, and the method of corrective action.
11. Collection Equipment – Contractor shall provide an adequate number of vehicles for regular collection services. Vehicles must be registered and licensed in the State of Michigan. All vehicles shall be kept in good repair, appearance and in a sanitary condition at all times. Equipment deemed unsanitary or whose appearance does not meet Township specifications must be replaced or placed in proper condition by the Contractor as soon as reasonably possible or within 3 working days, whichever is less. Promptly following execution of this Agreement, Contractor shall provide to Township: a schedule of the collection vehicles Contractor initially intends to use to provide services under this Agreement with description, year, make and model, license number and vehicle I.D. number provided that Contractor shall provide Township with an updated list of such vehicles within a reasonable time of making such changes.
12. Commercial Drivers Licenses – All drivers and operators of collection vehicles shall be properly licensed drivers in the State of Michigan.
13. Location of Containers for Collection – Each container should be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or dirt roads. Containers, bags or bundles shall be placed in a manner as to not interfere with or endanger the movement of vehicles or pedestrians.
14. Damage to Property or Containers – Contractor's employees shall use reasonable care to prevent any damage to property of customers. The Contractor shall be responsible for loss or damage of any approved residential collection container or property due to Contractor's negligence in the course of performance of its work and shall replace containers or restore to its original condition any property damaged as a result of such negligence.
15. Title to Materials – Contractor shall acquire title to the Waste Material when it is loaded into Contractor's truck. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor. Title to any Unacceptable Waste shall at no time pass to Township, unless Township is the generator or depositor of the Unacceptable Waste.

16. Licenses, Permits and Taxes – The Contractor shall identify and obtain all licenses and permits and promptly pay all required taxes.
17. Performance Bond – Contractor shall furnish to the Township a performance bond equal to fifty percent (50%) of the total annual cost to provide the services as described in this Agreement in the Township and shall be renewed on an annual basis as security for faithful performance of the Agreement.
18. Billings to Township – The Contractor shall bill the Township for service rendered within ten (10) days following the end of the month and the Township shall pay Contractor on or before 30 days following receipt of the bill. Billings will indicate the number of customer units billed. The billings and payments shall be based on the price rates and schedules set forth in this Agreement. Payment shall be for services performed and not in advance.
19. Customer Count – The Township currently services 10,014 households as part of its solid waste, recycling and yard waste collection services. That unit count will be adjusted on an annual basis. The unit count will be adjusted based on annexations, new certificates of occupancy, building demolition permits and other relevant data. For billing purposes, prior to the initiation of the services provided under this Agreement, the Contractor and the Township agree to jointly conduct a unit count of all participating households for each service type. Once the unit count has been agreed upon and documented, the number of residential units serviced shall be updated monthly by adding the number of occupancy permits for residential structures with single-family and multi-family (up to four-family) residences requiring curbside refuse service as issued by the Municipal Building Department and/or by deleting the number of complete demolition permits for the aforementioned residences by the Building Department.
20. Right of Refusal – If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire bin, container, bag or bundle of waste. If any Unacceptable Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all applicable laws. The Township shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Unacceptable Waste, provided that there is no cost or expense to the Township in providing such assistance. Contractor shall release Township from any liability for any such costs incurred by Contractor in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined to have been deposited or generated by the Township.

### SECTION III – COMPENSATION

1. Rates – The Township shall pay Contractor on a monthly basis amounts for Collection Services hereunder, regardless of participation by the Township residents, at the rates as set forth below:

Weekly Solid Waste, Bulky Items, Yard Waste, and Recycling Collection and Disposal

2021 \$15.21 per unit/month

2022 \$15.63 per unit/month

2023	\$16.06 per unit/month
2024	\$16.50 per unit/month
2025	\$16.95 per unit/month

Annual Household Hazardous Waste Collection Event \$17,000.00 per event (up to and including 400 vehicles), additional \$39.00 per vehicle over 400. There shall be no annual increase for the event for the Term of the Agreement. The Township may opt-out of the event with advance notice, without charge.

SECTION IV – GENERAL PROVISIONS

1. Indemnification – Contractor agrees to defend, pay on behalf of, indemnify and hold harmless the Charter Township of White Lake against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Charter Township of White Lake, its elected and appointed officials, employees or others working on behalf of the Township by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a direct result of Contractor’s acts, omissions, faults and negligence or that of any of this employees and representatives in connection with the performance of the services under this Agreement; and except to the extent such are directly due to the fault of the Township, its officials, employees or others working on behalf of the Township.
2. Amendment to Agreement – This Agreement may be amended provided that any changes proposed by either party are requested in writing and mutually agreed to by the official representative of the Contractor shown in the Agreement and the Township. The request is not valid until it is signed by all parties.
3. No Waiver of Default – If a party fails to insist upon strict adherence to any term of the Agreement then the party has not waived the right no later insist upon strict adherence to that term, or any other term, of the Agreement.
4. Independent Contractor – No provision of the Agreement shall be constituted as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor would be an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the Agreement.
5. Non-Assignability – Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the Township, which shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement without the Township’s consent to its parent companies or any of their subsidiaries or as a collateral assignment to any lender to Contractor.
6. Insurance/Workers Compensation – Contractor shall not commence work under the Agreement until it has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized

to do business in the State of Michigan unless otherwise approved by the Township Board. All coverage shall be with insurance carriers rated A-8 (or higher) by A.M. Best. Contractor shall maintain the following insurance coverage for the duration of the Agreement:

- A. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
  - B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
  - C. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$5,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  - D. Pollution Liability: Contractor shall procure and maintain during the life of this Agreement, a Pollution Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage, including, but not limited to, the collection, transportation, storage, and removal of all hazardous waste.
  - E. Additional Insured: Commercial General Liability, Automobile Liability, and Pollution Liability as described above, shall include a blanket form endorsement. Additional Insured status shall be granted to: The Township of White Lake, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Township of White Lake as additional insured, coverage afforded is considered to be primary and any other insurance the Township of White Lake may have in effect shall be considered secondary and/or excess.
  - F. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Township Supervisor, Charter Township of White Lake, 7525 Highland Road, White Lake, MI 48383. In addition to the foregoing endorsement, Contractor shall give Township notice directly in the event of any reduction in coverage.
  - G. Proof of Insurance Coverage: The Contractor shall provide the Township of White Lake, at the time that this Agreement is returned by him/her for execution, a Certificate of Insurance as well as the required endorsements.
7. Force Majeure – Except for Township's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance

with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance under this Agreement during the term of such event and for a reasonable time thereafter.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to use its commercially reasonable efforts to cure the event of force majeure. The parties agree that, as to this Paragraph, time is of the essence as to providing notices as set forth herein.

8. Termination for Breach/Default in Performance – In the event the Contractor fails to perform any of its obligations under this Agreement, the Township may declare the Contractor in default. In such event, the Township shall serve advance notice that the Contractor is in default and the reason for default. If the default is not cured within a 30-day period this Agreement shall, at the option of the Township Board, be terminated upon written notice in the same manner as set forth above. In each case, the 30-day period begins one (1) day after the date notice is placed in the mail or on the date the notice is affixed or personally delivered. In the event of termination, Township shall pay Contractor for the services performed through the date of termination. Thereafter, Township, as its sole and exclusive remedy, may exercise its rights under Contractor’s performance bond, and procure the services of another waste provider to complete the work covered under this Agreement for the remainder of the term.
9. Governing Law – This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing the Agreement, Contractor consents to personal jurisdiction in the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.
10. Notices – Any notice to be provided under this Agreement shall be in writing and delivered to a party by first class mail to the address as follows:

If to Township:

Charter Township of White Lake  
7525 Highland Road  
White Lake, Michigan 48383

If to Contractor:

GFL Environmental USA Inc  
26999 Central Park Blvd., Suite 200  
Southfield, MI 48076

11. Compliance with Law – Contractor shall conduct operations under this Agreement in compliance with all requirements of any applicable State, County, and Local laws and ordinances except that this Agreement shall govern the obligations of the Contractor and the Township in the event of any conflicting ordinances of the Township concerning the subject matter hereof.
12. Documents Constituting Agreement and Resolution of Conflicts – The parties agree that this Agreement consists of this document, along with all the exhibits, which includes the RFP. In the event of a conflict among these documents, they shall be resolved by giving priority as follows: first, the provisions of this Agreement; second, the provisions of the RFP (Exhibit A); third, the provision of Contractor’s correspondence dated May 5, 2020 (Exhibit B).

13. Exhibits – The attached exhibits will be considered as an integral part of this Agreement.
14. Entire Agreement – This Agreement constitutes the entire agreement among the parties and supersedes any prior understanding or agreement with respect to these collection services. This Agreement may be amended only by a written instrument executed by both parties.
15. Severability – Each provision of the Agreement is severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement remain in full force and effect.
16. Headings – Captions and headings used in the Agreement are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 21st day of July, 2020 by its duly authorized officers or agents as of the date first above stated.

**Charter Township of White Lake**

By: 

Rik Kowall, Township Supervisor

By: 

Terry Lilley, Township Clerk

**GFL USA**

By: 

Lou Berardicurti, Regional Vice President

# Exhibit A

Greg R. Baroni, Supervisor  
Terry Lilley, Clerk  
Mike Roman, Treasurer



Trustees:  
Carol J. Burkard  
Scott Ruggles  
Andrea C. Voorheis  
Rik Kowall

WHITE LAKE TOWNSHIP  
7525 Highland Road • White Lake, Michigan 48383-2900 • (248) 698-3300 • [www.whitelaketwp.com](http://www.whitelaketwp.com)

**ADDENDUM ONE**  
Dated: June 12, 2015

Clerk Lilley referred to a number of issues that would be considered by the evaluation committee. Thanked the four companies that had attended the required pre-proposal meeting. Those companies were: Advanced Disposal, Republic Services, Rizzo Environmental Services and Waste Management.

The following issues were discussed at this meeting and Clerk Lilley indicated he would address those issues in writing and issue an addendum # 1 to clarify those issues.

Those issues are as follows:

**Item #1**

Age of the equipment – Please refer to Page 10 Item H.

**Item #2**

Bid price must include 96 gallon cart with 18 gallon recycling bin – as an option include prices for 32 gallon bin with available stickers for recycling.

**Item #3**

Yard waste – please refer to page 5, 1<sup>st</sup> paragraph, Section B. Yard waste will be collected from the first full week starting with Monday that includes April 1<sup>st</sup> through the last full week that includes December 1<sup>st</sup> ending on Friday (8 month collection).

**Item #4**

Approximately monthly cost of collection is \$143,500.00 currently with approximately \$1,720,000.00 yearly costs.

**Item #5**

Performance Bond should be a minimum of \$900,000.00 upon awarded contract.

**Item #6**

Driver Information:

Vehicle information with driver information upon award of contract will need to comply with Section J Page 11.

**Item #7**

Financial – No limitation on number of pages – separate section in proposal.

**Minimum Requirements are:**

Auditor Opinion letter

Comparative balance sheet & statement of profit & loss

If available – website for complete set of financial information

I would just like to take a moment to thank all of our bidders for their time & efforts to keeping our community environmentally clean and a great place to live.

Terry Lilley, Clerk  
White Lake Township

NOTE: Receipt of this Addendum shall be recognized by the respondent within their proposal submission by identifying the addendum number and date released. Failure to note acceptance of all addendum's released may disqualify your company as a qualified vendor.



Rubbish, Recycling, and Lawn Removal Contract Schedule

Request for Proposal (RFP) Specifications	May 18, 2015
Specification & Proposal Forms Available	May 28, 2015
Pre-Proposal Meeting	June 10, 2015
Intention Resolution	June 16, 2015
1 <sup>st</sup> Publication	July 1, 2015
Proposals Due & Bid Opening	July 10, 2015
Evaluation Done	July 17, 2015
Practicality Meeting	July 21, 2015
2 <sup>nd</sup> Publication	July 29, 2015
Confirmation Hearing & Award of Contract	August 18, 2015

Evaluation Committee

Greg  
Terry  
Mike R.  
Jeanine  
Dena  
Elaine

CHARTER TOWNSHIP OF WHITE LAKE SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

SOLID WASTE, RECYCLING AND YARD WASTE COLLECTION AND DISPOSAL

The Charter Township of White Lake is a metropolitan community located in the northwest portion of Oakland County with an estimated population of 30,019 people with approximately 10,000 households. The Township encompasses approximately 36 square miles in an area with approximately 219 miles of public and private residential roads.

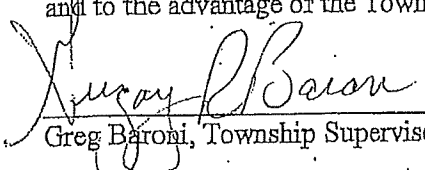
Sealed proposals will be received at the Charter Township of White Lake, Oakland County, Michigan by the Township Clerk, 7525 Highland Road, White Lake, MI 48383 until 2 p.m. Eastern Standard Time, July 10, 2015 at which time all proposals will be publicly opened and proposal prices will be read aloud in the Township. Specifications and Proposal Forms will be available at the Township Clerk's Office after June 1, 2015. Fifty dollars (\$50) will be assessed at the time the Specifications and Proposal Forms are picked up. Checks only.

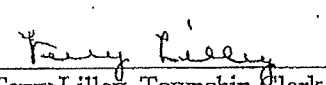
All proposals shall be submitted in sealed opaque envelopes and clearly labeled "Proposal for Solid Waste Collection, Recycling and Yard Waste Collection." Each proposal shall be accompanied by a Bid Bond, along with a notarized letter stating that the Performance Bond shall be provided in the amounts set hereto by a recognized surety company licensed to do business in the State of Michigan. Bid Bond shall be in the amount of Fifty-Thousand dollars (\$50,000.00), payable to the Charter Township of White Lake as surety for acceptance of the proposal.

The work consists of furnishing all labor, materials, and equipment necessary to provide automated solid waste collection, automated single stream recycling, and seasonal yard waste collection for approximately 10,000 residential homes, in addition to other required services outlined in this Request for Proposal and in accordance with all applicable Township Ordinances, as adopted and amended.

Upon acceptance of a proposal, respondent is expected to execute a contract with the Charter Township of White Lake, which will include, but not be limited to, the terms as outlined in this Request for Proposal.

The Township reserves the right to waive or reject any or all proposals or to negotiate individually with one or more firms and to select a firm with which to contract for these services on the basis of all factors. The Township further reserves the right to waive formalities and to make the award that, in the opinion of the Charter Township of White Lake, is in the best interest and to the advantage of the Township, including proposals that may not be the lowest bid.

  
\_\_\_\_\_  
Greg Baroni, Township Supervisor

  
\_\_\_\_\_  
Terry Lilley, Township Clerk

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL, REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

SOLID WASTE, SINGLE-STREAM RECYCLING AND  
YARD WASTE COLLECTION AND DISPOSAL

REQUEST FOR PROPOSAL AND INSTRUCTIONS

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

SECTION I – GENERAL

A. OBJECTIVE

The purpose of this Request for Proposals ("RFP") is to select a firm to provide curbside solid waste, recycling and yard waste collection, and to provide auxiliary services as requested for a five (5) year term. Your firm is one of those identified as potentially capable of providing a full contract administration, operation and maintenance of these services for the Charter Township of White Lake, hereinafter referred to as the "Township". Starting dates for the contract are shown in the timetable below, commencing January 1, 2016.

B. QUESTIONS AND ADDITIONAL INFORMATION

A mandatory pre-proposal meeting will be held at **10:00 a.m. EST, on June 10, 2015** in the White Lake Township board room located at 7525 Highland Road, White Lake, MI 48383.

All proposals shall be enclosed in a sealed and opaque envelope, directed to the Township Clerk Terry Lilley at 7525 Highland Road, White Lake, MI 48383. The notation "AUTOMATED SOLID WASTE, SINGLE STREAM RECYCLING AND YARD WASTE COLLECTION PROPOSAL" shall clearly appear on the outside of the envelope containing the proposal, together with the name and address of the respondent. One (1) original (marked original) plus four (4) copies of detailed proposal, properly labeled will be received up to **2:00 p.m. EST, July 10, 2015** in the Office of the White Lake Township Clerk. Late proposals will not be accepted.

The proposal shall be written concisely and shall not exceed 50 pages.

To be considered, each firm must submit a response to this RFP using the format provided in Section IV. The proposals must be signed in ink by an official authorized to bind the firm to its provisions. Each proposal must remain valid for at least 90 days from its submission date, with a proposed commencement date of January 1, 2016.

C. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, which is described in Section IV of this RFP. The evaluation will include interviews of qualifying respondents. During the interviews, the selected firms will be given the opportunity to discuss in detail their proposal, qualifications, and past experience.

Selection will be based on the respondent that best meets the Township's needs.

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

D. CHANGES IN THE RFP

Should any prospective respondent be in doubt as to the true meaning of any portion of this RFP, or find any ambiguity, inconsistency or omission herein; the firm shall make a written request for an official interpretation or correction. All requests must be received by the White Lake Township Clerk not less than seven (7) calendar days prior to the due date for submission of the proposals.

Such interpretation or correction, as well as any additional RFP provisions the Township may decide to include, will be made only as an official addendum and will be sent to each firm recorded as having received a copy of the RFP. Any addendum issued by the Township will become part of the RFP and will be incorporated in the proposal.

Questions or clarifications of this Request for Proposals shall be in writing to: Terry Lilley, Township Clerk, Charter Township of White Lake, 7525 Highland Rd, White Lake, MI 48383. Phone 248-698-3300 Ext. 7.

E. DISCLOSURES

In accordance with the Michigan Freedom of Information Act (Public Act 442 of 1976), the Township is obligated to permit review of its files if requested by others. All information in a respondent's proposal is subject to disclosure under this provision once made public. The Freedom of Information Act also provides for a complete disclosure of contracts and attachments thereto.

The Township reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the Township's sole judgment, the best interests of the Township will be so served.

F. COST LIABILITY

The Township assumes no responsibility or liability for any costs incurred by the respondent prior to the execution of a Contract.

G. IDENTIFICATION OF RESPONDENT

Each proposal shall contain the full name and address of each respondent. In the case of an individual or individual proprietorship or co-partnership, the name of each registered individual and/or any silent partner(s) shall be given. In the case of a company or corporation, the names of each officer, director and individual shareholder holding ten (10%) per cent or more of the stock shall be given, together with the corporate name, address and state of its primary offices along

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

with the right of the individual to sign agreement on behalf of the respondent and a Letter of Good Standing from the State of Michigan.

SECTION II: WORK STATEMENT

A. PURPOSE OF THE PROJECT

The Charter Township of White Lake is requesting proposals from qualified service providers to enable the Township to determine the most qualified provider, high quality waste collection services at the best price.

B. SCOPE OF WORK

The successful respondent will provide weekly curbside solid waste, recycling and yard waste collection service to each household in White Lake that currently receives curbside refuse collection service. All recyclables will be collected via single-stream collection and delivered to a single-stream processor. Yard waste will be collected from the first full week that includes April 1<sup>st</sup> through the last full week that includes December 1<sup>st</sup> (8 month collection period).

The Township is requesting prices for the automation of its waste and recycling. Respondent must provide one (1) ninety-five (95) gallon cart to each new participating household for the containment of their waste at no additional charge. One (1) eighteen (18) gallon recycle bin shall be delivered to each new participating household for the containment of their weekly recyclables at no additional charge.

The respondent shall also provide "recycling" stickers to Township residents. Said stickers shall be applied to containers not to exceed 32-gallons in capacity and shall identify materials intended for recycling collection. The resident shall be responsible for the provision of the container. Stickers shall be applied to the container in a manner that makes said sticker visible and easily identified for the respondent from the street. Stickers may be picked up at the Township Hall at no charge on a per resident basis. One sticker per container shall be provided upon the request of the resident.

Due to past environmental liability claims against the Township, it is the Township's desire to have all of its waste disposed in the same central repository, which repository shall be a facility properly licensed by the Michigan Department of Environmental Quality, and a facility agreed upon by the respondent and the Township. Any change as to the designated facility shall require mutual agreement of respondent and Township. Cost proposals shall include the cost of collection, transportation and disposal paid by the respondent.

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

The Township reserves the right to identify another State licensed disposal facility at any time during the term of the contract. If the facility identified is further in distance from the proposed facility, respondents are encouraged to provide a cost per mile/truck within their submission. If no additional cost is identified, then it will be assumed there will be no additional charge for said change.

The specifications for each collection service are included in the scope of work and are further detailed below.

The scope of services in each respondent's proposal shall consist of all of the items contained in the RFP, including all supervision, materials, equipment, labor, fuel and all other items necessary to complete the work in accordance with the contract documents. The Township desires to avoid a contract that contemplates fuel surcharges.

Any contract awarded will cover all areas within the present corporate limits of the Township of White Lake and any areas annexed during the period of the contract.

C. CONDITIONS

Each respondent shall fully acquaint itself with conditions relating to the scope of services in this RFP and any restrictions attending the execution of those services.

Each respondent shall thoroughly examine and be familiar with the specifications, as well as any and all Township, County and State laws and ordinances.

Each respondent shall obtain information concerning the available facilities for receiving, transporting, handling and storing equipment and materials and other local conditions that may affect this proposal.

The failure or omission of any respondent to receive or examine any form, instrument, addendum or other document, or to visit the appropriate sites and become acquainted with the conditions, under which the services must be provided, shall in no way affect the contract award, execution or management.

The respondent shall make its own determination as to conditions, shall assume all risk and responsibility and shall complete the services proposed in and under whatever conditions it may encounter or create without extra cost to the Township.

The respondent's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the services to be performed shall apply to the contract throughout.

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

D. SPECIFICATIONS FOR COLLECTION

1. Respondent shall provide each new Township participating residence with one (1) ninety-five (95) gallon cart for the containment of residential waste. In addition, if awarded the contract, respondent shall also provide one (1) eighteen (18) gallon bin for weekly recyclables.

The refuse carts must be 95 gallons in capacity and consist of an injection molded, high density, polyethylene (HDPE) plastic body, with a hinged lid, two injection molded plastic wheels with rubber tire tread, and a solid steel axle. The interior must be free of crevices and recesses where refuse could become trapped, thus preventing complete emptying. Dimensions of the cart shall not exceed 46.50 inches high and 27" wide.

Carts must be compatible with all types of fully automated waste or recycling collection methods.

Recycling bins must be 18 gallons in capacity consisting of an injection molded high density polyethylene (HDPE) plastic body.

2. Respondent shall collect all solid waste in carts placed curbside each week. Respondent shall collect any additional bags that are placed outside the cart. All waste materials shall be properly prepared in refuse bags or bundled prior to placing in the carts.
3. Respondent shall also collect one (1) bulky item each week on the same day as solid waste. Bulky items are those items too large to place within the cart such as mattresses, swing set, appliances, small amounts of construction debris, etc. For those items containing Freon, it shall be the respondent's responsibility to have the Freon properly removed in accordance with all Federal and State laws.
4. Respondent shall collect all recyclable materials. Recyclable materials shall include at a minimum: all fibers products (i.e. newspapers, magazines, catalogs, phone books, office papers, paperboard, junk mail, cardboard and paper bags and OCC); plastics #1 - 7 (i.e. plastic jugs, plastic bottles, household plastics and plastic bags); clear glass containers; aluminum and steel products (i.e. steel and tin cans, aluminum foil and cans, pots, pans, tins and utensils). All recyclables must be delivered to a single-stream processing facility. Respondent shall provide the Township the location of the processor along with the total tons collected within the Township. Respondent shall immediately notify the Township if the processor is changed. Please indicate in your proposal the name of the facility you will use for processing. Please



CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

also include whether your proposal includes revenue sharing and, if so, how it is applied.

5. Respondent shall provide for the weekly collection, transportation and disposal of all green waste/yard waste (from April 1st through December 1st of each year) to a commercial composting facility registered with the Michigan Department of Environmental Quality and a facility agreed upon by the Contractor and the Township. All yard waste collections will take place on the same day as the solid waste collection. Any change as to the designated composting site shall require mutual agreement of respondent and Township.
6. Respondent shall collect Christmas trees for three weeks after the holiday.
7. Respondent shall provide dumpster service to the following Township facilities and/or properties. Dumpsters shall be provided and collection shall occur as follows:
  - a. One (1) six (6) yard dumpster for the Township Hall, collected once per week.
  - b. One (1) four (4) yard dumpster for the Township Fire Station #1, collected once per week.
  - c. One (1) ninety-five (95) gallon cart for the Township Fire Station #2, collected once per week.
  - d. One (1) four (4) yard dumpster for the Dublin Community Center, collected once per week.
  - e. Two (2) forty (40) yard dumpsters for cemeteries spring and fall clean-up (provided and collected twice a year –once in the spring & once in the fall)
  - f. One (1) four (4) yard dumpster for White Lake Cemetery, collected once per week.
  - g. One (1) four (4) yard (Front Loading) dumpster for Lakeside Cemetery, collected once per week.
  - h. Two (2) ninety-five (95) gallon carts for the White Lake Township Community Hall, collected once per week.
  - i. Eight (8) ninety-five (95) gallon carts and one (1) four (4) yard dumpster for the Fisk Farm, collected once per week.

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

- j. One (1) forty (40) yard dumpster for Hidden Pines spring and fall clean-up (provided and collected twice a year –once in the spring & once in the fall)
- k. One (1) forty (40) yard dumpster for Vetter Park spring and fall clean-up (provided and collected twice a year –once in the spring & once in the fall)

Additional service for size, frequency and/or new locations may be negotiated at a fair and reasonable price by and between the respondent and the Township as needed.

- 8. Respondent shall be responsible to set up and conduct one (1) dedicated Household Hazardous Waste Collection Event per year. The Township shall be responsible for the selection of the date of said event. The Township will make available a site for the event, as well as staff for residency verification and traffic control.

Respondent shall provide all necessary labor (chemists, technicians, laborers, etc.) as necessary for the receipt of, identification of, and labeling of household hazardous waste and completion of required manifest forms. Respondent shall be responsible for setting up and breaking down the Household Hazardous Waste Collection Event, obtaining appropriate permits and transporting all household hazardous waste received to a properly licensed and permitted hazardous waste disposal facility.

Respondent may fulfill its obligation under this section through a contractor-approved subcontractor, with prior approval by the Township.

### SECTION III: GENERAL SPECIFICATIONS

- A. Term of Contract – The Contract shall be a five (5) year period beginning January 1, 2016. The Charter Township of White Lake shall have the option to renew the contract for one (1) additional year on like terms and conditions upon written notice not less than sixty (60) days prior to the expiration of the initial five year term of this contract.
- B. Time of Collection – Carts, bags and bundles shall be placed by the resident at curbside by 7 a.m. on the Township designated collection days. Respondent shall not commence collections prior to 7 a.m. Respondent must establish regular routes and shall provide regular service at the same time each week to the greatest extent possible.

Township residents are satisfied with the current date of pick-up. The Township prefers the respondent continue collection consistent with the route scheduled attached to this Request for Proposal.

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

- C. Holidays – The following shall be holidays for purposes of this Contract.

New Years Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

Respondent is required to adopt a consistent and uniform practice for conducting holiday collections. This schedule must be coordinated with all three services. Collection must take place one day later after each holiday and bump the weekly schedule accordingly by one day, including Saturday.

- D. Routes of Collection – Respondent must use the collection routes established by the Township. If, after six months, a route day change is necessary, the Contractor may make said request and must receive approval from the Township in advance of any change. Respondent shall absorb all costs associated with the route change, including the cost of notifying every household that is affected along with a general public notification.
- E. Respondent's proposal shall describe in detail what specific trucks (type, capacity, age, etc.) and personnel will be used to cover all routes in the Township for each day of the week (Monday through Friday).
- F. Manner of Service – Collections shall be made in a neat and professional manner. All containers must be replaced upright at the original point of service. If collection is refused for any reason, respondent must attach a tag to the container explaining the reason and keep a log of all refusals which shall be delivered to the Township within 24 hours.
- G. Complaints – Respondent shall make every effort to resolve complaints received about the service it is providing as part of this program. All complaints shall be given prompt and courteous attention. In the case of missed scheduled collections, respondent shall arrange for collection on the same day of service whenever possible but not to exceed 24 hours. Respondent shall provide to Township monthly reports which shall outline all complaints received, the dates of said complaints, and the method of corrective action.
- H. Collection Equipment – Respondent shall provide an adequate number of vehicles (no more than five years old) for regular collection services. Prior to commencement of this program, respondent may be requested to provide a list of all collection equipment to be used under this agreement, including back-up vehicles. The list shall include, at a minimum, the make, model number, year and license number of the vehicles. Vehicles must be registered and licensed in the State of Michigan.

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

- I. All vehicles shall be kept in good repair, appearance and in a sanitary condition at all times. Unsafe equipment shall be immediately ordered off the road by respondent. Equipment deemed unsanitary or whose appearance does not meet Township specifications must be replaced or placed in proper condition by the Contractor as soon as reasonably possible or within 3 working days, whichever is less.
- J. Commercial Drivers licenses – All drivers and operators of collection vehicles shall be properly licensed drivers in the State of Michigan.
- K. Location of Containers for Collection – Each container should be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or dirt roads. Containers, bags and bundles shall be placed in a manner to not interfere with or endanger the movement of vehicles or pedestrians.
- L. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. When construction work is being performed in the street, respondent shall attempt to collect from those streets early or late in the day to provide service to all residents of the street. If the collection vehicles cannot access the street, then respondent shall dispatch a light weight duty truck to make said collection. Respondent will not receive additional payment for additional work due to construction in the right-of-way.
- M. Any changes in the manner of service must be approved by the Township Supervisor or his/her authorized representative.
- N. Damage to Property or Containers – Respondent shall use extreme care to prevent any damage to property of residents. Respondent shall be responsible for loss or damage of any approved residential collection container or property caused by the agents or employees in the course of performance of their work and shall replace containers or restore to its original condition any damaged property at no cost to the owner or occupant or the Township.
- O. Title to Materials – Title to all materials (with the exception of prohibited items) shall pass to the respondent when placed in the respondent's collection vehicle, removed by the respondent from a cart or container, or removed by respondent from a customer's premises, whichever first occurs. Respondent shall retain title to all materials until delivered to and accepted at the facility for disposal and/or processing. Any loads rejected by the disposal and/or processing facility shall remain the full responsibility of the respondent.

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

P. Effective Date -- The contract shall become effective upon a date agreed to by both parties before execution of the contract but, in no event, later than January 1, 2016.

Q. Licenses, Permits and Taxes -- Respondent shall identify and obtain all licenses and permits and promptly pay all required taxes.

R. Bid Bond -- Each proposal shall be accompanied by a Bid Bond through a recognized surety company licensed to do business in the State of Michigan, in the amount of Fifty-Thousand dollars (\$50,000.00), payable to the Charter Township of White Lake as surety for acceptance of the proposal.

Performance Bond -- The successful respondent shall furnish to the Township a performance bond equal to fifty percent (50%) of the total cost to provide services in the Township and shall be renewed on an annual basis as security for faithful performance of the contract.

S. Billings to Township -- The successful respondent shall bill the Township for service rendered within ten (10) days following the end of the month and the Township shall pay respondent on or before 30 days following receipt of the bill. Billings will indicate the number of customer units billed. The billings and payments shall be based on the price rates and schedules set forth in the contract documents or as amended through a contract amendment. Payment shall be for services performed and not in advance.

T. Customer Count -- The Township currently services approximately 10,000 households as part of its solid waste, recycling and yard waste collection services. That unit count will be adjusted on an annual basis as part of any contract. The unit count will be adjusted based on annexations, new certificates of occupancy, building demolition permits and other relevant data.

U. Transferability of Contract -- No assignment of the contract or any right accruing under the contract shall be made in whole or in part by the respondent without prior approval by the Township.

#### SECTION IV: MINIMUM INFORMATION REQUIRED

The following will be used for evaluating qualified proposals. Proposals can receive a total of 100 points. Proposals receiving 80 points and below will be rated unqualified and will not be interviewed. (Upon such determination, their bid bond will be returned.) Final selection will be made on the proposal that best meets the Township's needs.

A. QUALIFICATIONS -- 20 points

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

1. State the full name and address of your entity and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the scope of work described herein. Indicate whether it operates as an individual, partnership or corporation. If as a corporation, include the state in which is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
2. Identify individuals who would perform work for the Township and indicate which of these individuals are critical to the completion of the project. Biography's including relevant qualifications are required for all key personnel who would do work on the project. Qualifications and capabilities of any subcontractors shall also be included.
3. State the history of the organization, including the length of existence, and the types of services provided. Identify the technical details which make the firm uniquely qualified for the work requested.

B.. PAST INVOLVEMENT WITH SIMILAR PROJECTS – 20 points

1. Qualifications – Given the scope of services, the respondent should demonstrate and established competence with respect to providing automated collection services, including collection for a large municipality within time and cost constraints.

Proposals submitted should include in this section a listing of qualifying experience, including all current and past collection customers (municipal) in the State of Michigan for the last ten years. Additionally, include the name and phone number of the responsible official of client organization who may be contacted.

2. Personnel – Respondent must be able to staff a project team which clearly possesses talent and experience in providing automated collection services in the State of Michigan for a large municipality. Please include a brief biography of each team member, along with an organizational chart of your company.
3. Financial Qualifications – Respondent must demonstrate its entity's overall fiscal situation in general and your fiscal capability in particular to assure contract performance. Include an audited financial statement for the past two years for your company.
4. Safety and Environmental Record – Describe the on-the-job safety and environmental record of your company and its affiliates. Describe your safety program in detail.

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

C. PROPOSED WORK PLAN -- 20 points

Include a detailed narrative description of how each of the proposed collection services will be conducted along with any exceptions you may have. Include identification of all disposal/processing facilities along with their addresses and contact information.

D. PRICE -- 30 points

In addition to the total annual fee proposal for all the services outlined in this Request for Proposal, please also include a break-down of the charges associated with each service proposed.

E. OTHER CHARGES -- 10 points

Fuel Surcharges -- Please describe your fuel surcharge, if any, along with providing a base price paid for diesel. The Township desires to avoid a contract that contemplates fuel surcharges.

Governmental Surcharges -- Any and all taxes, fees, and/or surcharges currently in enacted shall be included within respondent's price. Please describe our governmental surcharge and how it would be applied.

SECTION V -- GENERAL CONTRACT PROVISIONS

- A. Indemnification: to the fullest extent permitted by law, respondent agrees to defend, pay on behalf of, indemnify and hold harmless the Charter Township of White Lake against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Charter Township of White Lake, its elected and appointed officials, employees or others working on behalf of the Township by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a direct result of respondent's acts, omissions, faults and negligence or that of any of this employees and representatives in connection with the performance of this contract.
- B. Modifications to Contract: The contract may be modified provided that any changes proposed by either party are requested in writing and mutually agreed to by the official representative of the respondent shown in the contract and the Township. The request is not valid until it is signed by all parties.
- C. No Waiver of Default: If a party fails to insist upon strict adherence to any term of the contract then the party has not waived the right no later insist upon strict adherence to that term, or any other term, of the contract.

CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

- D. Independent Contractor: No provision of the contract shall be constituted as creating an employer-employee relationship. It is hereby expressly understood and agreed that respondent would be an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, respondent is not entitled to any benefits not otherwise specified herein. Respondent will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of the contract.
- E. Non-Assignability: Contractor shall not assign or transfer any interest in this contract without the prior written consent of the Township; provided, however, that claims for money due or to become due to respondent will not disclose any such information or in any other way make such documents public, without the express written approval of the Township or an order of a court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- F. Insurance/Workers Compensation: Respondent shall not commence work under the contract until it has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the Township Board. Policies shall be reviewed by the Township for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the Charter Township of White Lake. Respondent shall maintain the following insurance coverage for the duration of the contract:
1. Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the Charter Township of White Lake, and include all elected and appointed officials, all employees, boards, or commissions named as "Additionally Insured."
  2. Worker's Compensation Insurance in accordance with Michigan statutory requirements, including Employer's Liability coverage.
  3. Commercial Automobile Insurance in the amount of not less than one million dollars \$1,000,000 combined single limit per accident with the Charter Township of White Lake, and including all elected and appointed officials, all employees, all boards, and commissions, named as "Additionally Insured".
  4. All certificates of insurance must provide the Charter Township of White Lake with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. Contractor must provide, upon request, certified copies of insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies



CHARTER TOWNSHIP OF WHITE LAKE AUTOMATED SOLID WASTE, SINGLE-STREAM RECYCLING,  
YARD WASTE COLLECTION & DISPOSAL REQUEST FOR PROPOSAL AND INSTRUCTIONS

---

of the new policies to the Charter Township of White Lake at least ten (10) days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

- G. Severability: Each provision of the contract is severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract remain in full force and effect.
- H. Headings: Captions and headings used in the contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the contract.
- I. Termination for Breach/Default in Performance: In the event the successful respondent fails to perform any of its obligations under the contract, the Township may declare the successful respondent in default. In such event, the Township shall serve advance notice that the successful respondent is in default and the reason for default. If the default is not cured within a 30 day period the contract shall, at the option of the Township Board, be terminated upon written notice in the same manner as set forth above. In each case, the 30 day period begins one (1) day after the date notice is placed in the mail or on the date the notice is affixed or personally delivered
- J. Governing Law: The contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing the contract, respondent consents to personal jurisdiction in the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

PROPOSAL INFORMATION  
TO BE FURNISHED BY THE BIDDER

NAME OF BUSINESS Allied Waste Services of North America LLC dba Republic Services of Southeast Michigan

If the contractor is an individual, so state and nothing more is necessary  
N/A

If contractor is a partnership, give the names of all the individual members:  
N/A

If contractor is a corporation, give the names of the individual officers and the Board of Directors:

OFFICERS

BOARD OF DIRECTORS


Please see the attached 2014 Annual Report for a list of Officers and Board of Directors

Give the state in which it is organized Delaware and the location/address of its main office

Corporate Office - 18500 N. Allied Way, Phoenix, Arizona 85054  
Michigan Office - 1633 Highwood West, Pontiac, Michigan 48340

If the state is not Michigan has a license been secured to do business in Michigan? Yes

A corporation must execute the proposal form by its duly authorized officers in accordance with its articles of incorporation.

  
\_\_\_\_\_  
Signature

July 9, 2015  
\_\_\_\_\_  
Date

**Letter of Submission**

Pursuant to your request for solid waste, recycling and yard waste proposals, we respectfully submit the following proposal, with the understanding that if our proposal is accepted, we will execute a written contract with the Charter Township of White Lake, which will embody the terms as outlined in the bid proposal.

Allied Waste Services of North America LLC dba  
Republic Services of Southeast Michigan shall meet all of the requirements as requested and will provide all of the services for the amounts listed on the attached bid sheet for the items listed in this document.

The undersigned, by execution of this contract, certifies that he/she is the Municipal Services Manager of the firm named as Allied Waste Services of North America LLC dba Republic Services of Southeast Michigan and that he/she signs the bid on behalf of the firm and that he/she is authorized to execute the same on behalf of said firm.

Company: Allied Waste Services of North America LLC dba Republic Services of Southeast Michigan

Address: 1633 Highwood West, Pontiac, MI 48340

Phone: (734) 727-2158

Authorized Agent: Scott Cabauatan

Signature: 

Title: Municipal Services Manager

Date: July 9, 2015

Additional Information

1. All bidders are to be on notice that additional parcels may or may not be added to contract after the public hearing is completed. List attached is "proposed" additions to the existing contract (see below).
2. Consideration should be given to the senior citizens who leave the state for 3 months or more, who have winter homes in warmer states. Billings would only reflect payments on a quarterly basis (3 month intervals).
3. Consideration should be explored for a yearly (1 time) summer collection of hazardous materials pickup at approved site subject to township Supervisor's approval.

Attached Condo's

Condominium Site	# of potential parcels
Bocovina Countryside Condo's	34
Elizabeth Trace Condo's	19
Oxbow Courtyard Villa's	37
Oxbow Landing	4
Pontiac Lake Condo's	7
Reserve at Tull Lake	33
Whetherstone Condominiums	127
Williams Lake Crossing	80

Mike Kowall, Supervisor  
Terry Lilley, Clerk  
Beverly J. Spoor, Treasurer



Trustees  
Carol J. Burkard  
Michael Powell  
Todd T. Birke  
Forrest Jay Brendel

## WHITE LAKE TOWNSHIP

7525 Highland Road • White Lake, Michigan 48383-2900 • (248) 698-3300 • www.whitelaketwp.com

### ADDENDUM ONE

Issued June 10, 2010

#### Section II – Work Statement

1. The following language shall replace the 1<sup>st</sup> paragraph found on page 6.

*Due to past environmental liability claims against the Township, it is the Township's desire to have all their waste disposed in the same central repository as it has done for the last ten (10) years at the Oakland Heights Development Landfill in Auburn Hills. However, the Township will entertain bids utilizing other "approved" Michigan licensed landfills as determined by the Township Supervisor. Said new facility must be willing to provide environmental indemnification for all waste disposed pursuant to the terms and conditions of any contract by and between the Charter Township of White Lake and the selected Contractor.*

#### Section III – Minimum Information Required

1. All paragraphs found under Part A shall be renumbered to 1, 2, and 3 respectively.
2. The following shall be added as a second paragraph to Part C – Proposed Work Plan:

*Bidders identifying the Oakland Heights Landfill as the central repository for the Township generated waste for the term of the contract and any/all extensions shall receive an addition 5 point bonus.*

3. The following shall be deleted from Part D – Price: The word "whereas".

NOTE: Receipt of this Addendum shall be recognized by the respondent within their proposal submission by identifying the addendum number and date released. Failure to note acceptance of all addendum's released may disqualify your company as a qualified vendor.

**SAMPLE**

## Rubbish, Recycling and Lawn Removal Contract

### Pre-Proposal Meeting - June 10, 2010:

Clerk Lilley reviewed Addendum One including language changes and edits to the original bid specifications. He presented a list of condo associations that may be added after the public hearing in addition to the original number of residential services.

Input was requested from bidders on the following:

- Rate consideration for senior citizens who are not year round residents and
- Supplemental bids and suggestions for a yearly pick-up for hazardous materials.

### Addendum Two – Issued June 14, 2010

1. Bidders are required to provide one (1) bin per residence for garbage collection.  
All bidders are required to comply with section III work statement item B (scope of work second paragraph, page 5) either furnish two (2) ninety-five gallon carts or one (1) ninety-five gallon and one (1) eighteen gallon for recycling. It is the bidder's option to collect recycling once a week or every two weeks.
2. Dumpsters are required to be emptied once per week. Additional pickups may be required as needed for the cemeteries. The township will notify the contractor.  
Dumpsters will be dumped once each week except for fall and spring clean-ups at cemeteries. The Supervisor's office will coordinate with hauler on timely pickups and delivery dates of dumpsters.
3. Dates of pick up for yard waste is clarified to read: Yard waste will be collected on the first full week on the regular pick up day of April 1<sup>st</sup> through the full week including November 30<sup>th</sup> (8 month collection period).  
Yard waste pickups will begin Monday the week of April 1<sup>st</sup> and will end Friday, the week of November 30<sup>th</sup>.
4. Map of pick-up routes attached.  
Residents of our community are satisfied with the current date of pick-up. We prefer the bidder stay with the current route schedule as attached.

**SAMPLE**

5. A comparable product is acceptable for the cart specification under Section II, B. Scope of Work.

Comparable products are acceptable as long as carts are not smaller than specified and they have the larger wheels. The ownership of the carts will remain with contracted hauler.

6. The current rate billed to residents per year is \$158 per home with a \$3 administration fee.

Current rates billed for 2009 is \$158.00 per household. This amount includes \$3 per parcel township administration fee.

7. Automated Trucks are encouraged.

As discussed, residents have expressed concerns about only one person on trucks. By automated trucks we want some mechanical means of assisting drivers to dump heavy containers and limit their constant lifting.

## Exhibit B





May 5, 2020

Rik Kowall, Supervisor  
Charter Township of White Lake  
7525 Highland Road  
White Lake, MI 48383-2900

Re: Contract Extension Proposal

Dear Mr. Kowall,

Please let me begin by taking this time to thank you for the opportunity to continue our partnership between The Charter Township of White Lake and GFL Environmental Services USA Inc. The following revisions which you requested are as follows:

*Option 1: Recommended one (1) year renewal period for all current services.*

- *New Rate effective January 1, 2021 through December 31, 2021*
  - *Without recycling cart \$15.26/unit /month.*
  - *With a recycling cart \$20.76/unit/month.*

*Option 2: Recommended three (3) year renewal period for all current services.*

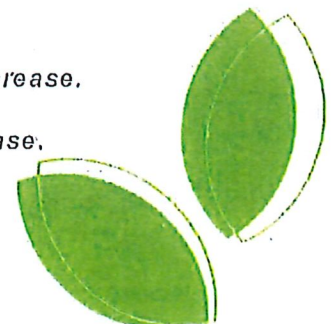
- *New Rate effective January 1, 2021- through December 31, 2023*
  - *Without recycling cart \$15.26/unit/month with 2.75% annual increase.*
  - *With a recycling cart \$17.07/unit/month with 2.75% annual increase.*

*Option 3: Recommended five (5) year renewal period for all current services.*

- *New rate effective January 1, 2021 through December 31, 2025*
  - *Without a recycling cart \$15.21/unit/month with 2.75% annual increase.*
  - *With a 65 gallon recycling cart \$16.35/unit/month with a 2.75% annual increase.*

*Option 4: Recommended seven (7) year renewal period for all current services.*

- *New rate effective January 1, 2021 through December 31, 2027*
  - *Without a recycling cart \$15.21/unit/month with a 2.75% annual increase.*
  - *With a recycling cart \$16.04/unit/month with a 2.75% annual increase.*





Page 2

*If the recycling cart option is not selected by your Board, residents may purchase a 65-gallon recycling cart from GFL for \$65.00 at their own expense.*

Additional Services:

- *HHW \$17,000.00 up to 400 vehicles \$39.00/vehicle over 400 with no annual increase each year of the contract and White Lake can opt out with advance warning.*
- *One additional week of yard waste collection-beginning April and continuing through the 1<sup>st</sup> full week in December each year.*

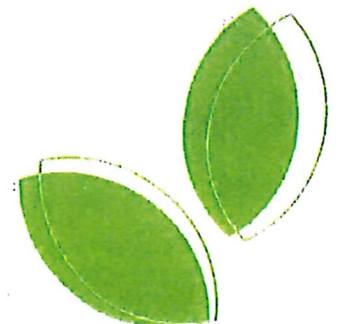
It is our understanding that your residents have been very satisfied with our service level since 2017, reflecting our commitment to you as a partner with the Charter Township of White Lake residential solid waste program. If you have any questions or comments regarding our extension offer, please do not hesitate to reach out to me.

Most sincerely yours,

A handwritten signature in black ink, appearing to read "Quintin Ramanauskas". The signature is fluid and cursive, with a large loop at the end.

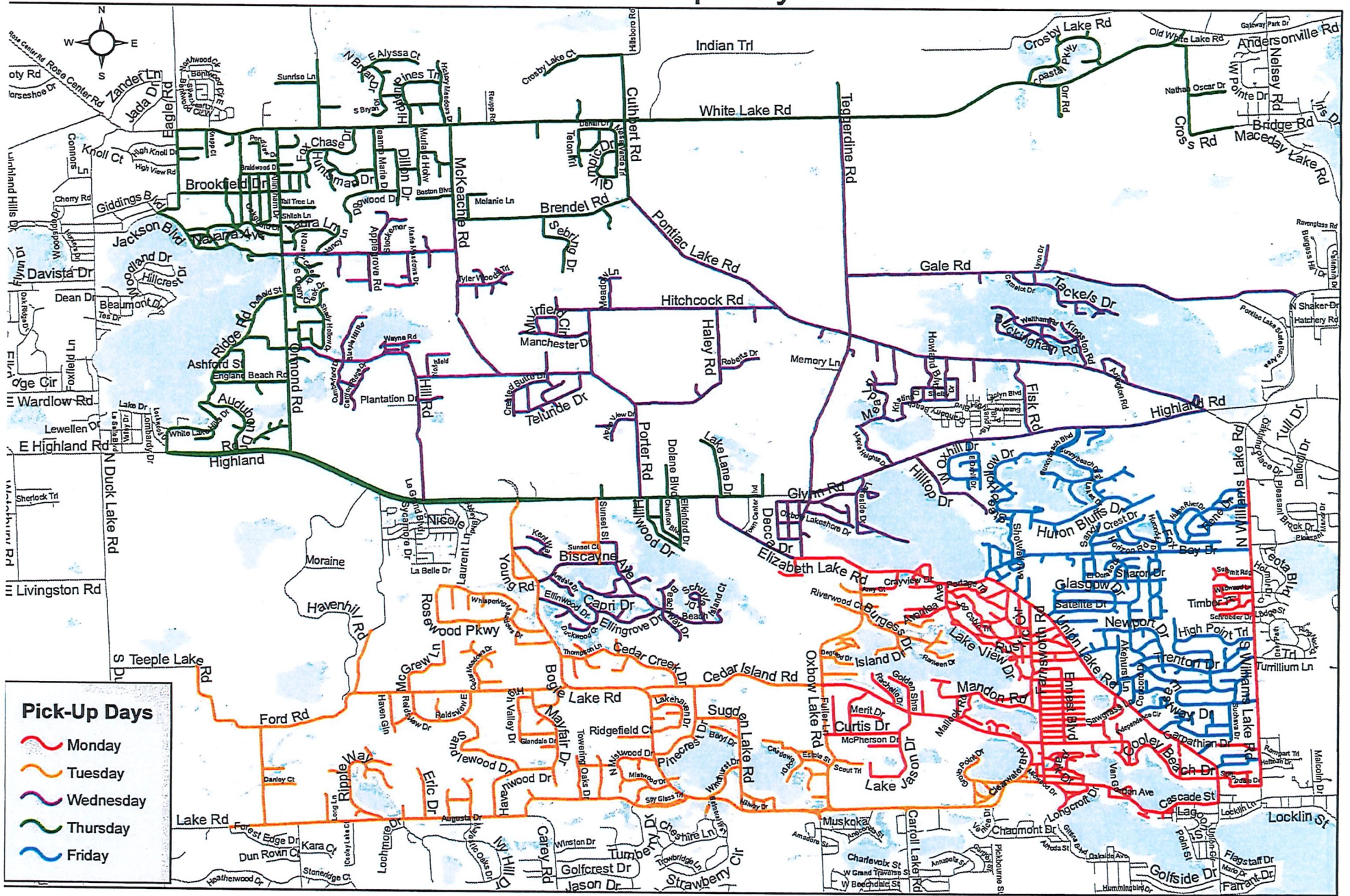
Quintin Ramanauskas, General Manager  
GFL Environmental USA, Inc.

CC/Vannatter, Barretta



## **Exhibit C**

# White Lake Township Days of Service



## EXHIBIT B



June 4, 2024

Via Email

Charter Township of White Lake  
7525 Highland Rd  
White Lake, MI 48383

Attention: Rik Kowall

**Re: Priority Waste Purchase of Southeast Michigan Residential Business from GFL**

Dear Valued Customer:

We are writing to you in connection with your residential collection services contract with GFL Environmental USA Inc. (“GFL”) (the “Agreement”).

We are excited to announce that GFL has agreed to sell the assets used in its Southeast Michigan residential solid waste collection business to Priority Waste LLC (“Priority”) (such sale, the “Transaction”).

In connection with and conditioned upon closing of the Transaction, it is contemplated that Priority will acquire the Agreement by way of an assignment of the Agreement by GFL to Priority, effective at the closing of the Transaction (the “Agreement Transfer”). We anticipate that the closing of the Transaction and the Agreement Transfer will occur on June 30, 2024, assuming all conditions to closing are satisfied or waived.

We are certain that Priority will continue to meet the high service standards you have come to expect from dealing with GFL and we and Priority are coordinating the transition of the business to ensure there is no disruption in service. GFL will continue to perform its obligations under the Agreement until the closing of the Transaction. Please continue to remit payment to GFL until you are instructed otherwise.

We would ask that you please return a countersigned copy of this letter by email at your earliest convenience. By signing this letter, you consent to the Agreement Transfer, waive any notice period or any other requirement in the Agreement with respect to the Agreement Transfer and agree that, notwithstanding the closing of the Transaction, the Agreement will survive and continue in full force and effect without any further action by you or GFL. Your consent will be effective as of the date of closing of the Transaction.

Please reach out to one of us personally with any questions you may have. On behalf of all of us at GFL, thank you for your business.

Very truly yours,

Rick Vannan ((947) 241-4395 or [rvannan@gflev.com](mailto:rvannan@gflev.com))  
Don Barretta ((586) 933-3812 or [dbarretta@gflev.com](mailto:dbarretta@gflev.com))  
Sam Caramagno ((734) 812-5732) or [scaramagno@gflev.com](mailto:scaramagno@gflev.com))

**Charter Township of White Lake**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_