



MINUTES
Regular Township Board Meeting
December 17, 2018 @ 7:00 PM
Municipal Offices, 47275 Sugarbush Road

Present: Supervisor Acciavatti, Clerk Berry, Treasurer Lafata, Trustee Anderson, Trustee DeMuynck, Trustee Joseph, and Trustee Vosburg

Excused:

Also Present: Township Attorney Robert Seibert, Clerical Staff Cindi Greenia

1. CALL TO ORDER

The Meeting was called to order by Supervisor Acciavatti at 7:00pm.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Anchor Bay Junior R.O.T.C.

3. Roll Call

Clerk Berry called the roll and all were present.

4. PRESENTATION

- A) Presentation by the Public Safety Department to present Craig Miller to be sworn in as the Fire Chief.
Public Safety Director Kersten introduced newly appointed Fire Chief Craig Miller. Township Clerk Berry gave Chief Miller the Oath of Office. His wife approached and pinned his Chief's badge on.
- B) Presentation by the Facilities Director on the Webber Paddle Park
Facilities Director Sonnenburg gave a brief overview of the status of the Webber Paddle Park, inclusive of design for the new pavillion.
- C) Presenting a Certificate of Leadership to Mark Palimino
Supervisor Acciavatti indicated that Mark Palimino was to receive a certificate for outstanding service to the community. Mr. Palimino could not attend the meeting; he

would be receiving his certificate at work.

5. DEPARTMENT REPORTS

Public Safety Director Kersten reviewed a program that the Chesterfield Township Public Safety Department and Kroger are in partnership with. This program will help to provide for trails and sidewalks around our schools. He indicated he had three retirements from the Police Department. He added that at the next meeting he will be introducing the full time firefighters and part time paid on call contingent firefighters to the Board.

6. CONSENT AGENDA

All items under the Consent Agenda are considered routine by the Board and will be enacted in one motion. There is no separate discussion of these items. If discussion of any item(s) is required by a Board member, it will be removed from the Consent Agenda and considered separately. Public comments on the Consent Agenda items are permitted.

- A) Approval of the Minutes of the Regular Board Meeting of December 3, 2018
- B) Approval of the Agenda (with Addendum if necessary).
- C) Approval of the Payment of Bills as submitted by the Finance Department.

Motion by Berry, supported by DeMuyneck to approve the Consent Agenda for the December 17, 2018 Charter Township of Chesterfield Board meeting as presented.

Roll Call Vote:

AYES: Berry, DeMuyneck, Anderson, DeMuyneck, Joseph, Vosburg, Lafata, Acciavatti

NAYS: None

MOTION CARRIED

7. PUBLIC HEARING

To Hear Comments on the Proposed Re-Programming of 2018 Community Development Block Grant Construction Funds

Motion by DeMuyneck, supported by Vosburg to open the public hearing to hear comments on the reprogramming of 2018 Community Development Block Grant Funds at 7:13 p.m.

Roll Call Vote:

AYES: DeMuyneck, Vosburg, Anderson, Joseph, Lafata, Acciavatti, Berry

NAYS: None

MOTION CARRIED

There was no public comment.

Motion by Berry, supported by DeMuyneck to close the public hearing at 7:14 p.m.

Roll Call Vote:

AYES: Berry, DeMuyneck, Anderson, Joseph, Vosburg, Lafata, Acciavatti

NAYS: None

MOTION CARRIED

8. REGULAR AGENDA

Motion by DeMuyck, supported by Berry to approve the recommendation of Senior Director Carol Rose that the re-programming of the 2018 Community Development Block Grant Funding as follows: \$15,000 of the CDBG Construction Application be re-programmed to the DPW Sidewalk Project and that any monies left over from the Repair and Painting of the Cement Block Wall on the Senior Center Project be reprogrammed into the DPW Sidewalk Project as well.

Roll Call Vote:

AYES: DeMuyck, Berry, Anderson, Joseph, Vosburg, Lafata, Acciavatti

NAYS: None

MOTION CARRIED

Motion by Hank Anderson, supported by Daniel Acciavatti It is recommended for the Board of Trustees to approve the request by the Facilities Director to move forward with the Great Lakes Commission NOAA Grant in the amount of \$40,000 and to further authorize Supervisor Acciavatti and Clerk Berry to execute the contract for same.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyck, David Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Brian DeMuyck, supported by Cindy Berry It is recommended by the Supervisor's Office to make the one year board liaison appointments as recommended in this agenda item with a term beginning January 1, 2019 - December 31, 2019.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyck, David Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Cindy Berry, supported by Brian DeMuyck It is recommended by the Supervisor's Office to appoint Clerk Berry and Trustee Joseph as co-chairs of the Cannabis Committee effective December 17, 2018 through December 31, 2019 and appoint Public Safety Director Kersten as the Public Safety member.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyck, David Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Cindy Berry, supported by Kathy Vosburg Approve the request from the Treasurer's office to collect 100% of the Macomb Community College 2019 tax levy in the summer and adopt Resolution 2018-22.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyck, David

Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Brian DeMuyneck, supported by Paul Lafata Approve the request from the Treasurer's office to collect 100% of the Macomb Intermediate School District 2019 tax levy and adopt Resolution 2018-23.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyneck, David Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Hank Anderson, supported by Paul Lafata Approve the Treasurer's office request to collect 50% of the Anchor Bay School District 2019 tax levy in the summer and adopt Resolution 2018-24.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyneck, David Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Cindy Berry, supported by Kathy Vosburg Approve the request from the Treasurer's Office to collect 100% of the L'Anse Creuse School District 2019 tax levy and adopt Resolution 2018-25.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyneck, David Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Daniel Acciavatti, supported by Cindy Berry Approve a request by the Human Resources Department regarding the Township's Employee Provided Health Care, as required by PA 152 for the 2019 calendar year, and adopt Resolution #2018-26.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyneck, David Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Daniel Acciavatti, supported by Cindy Berry It is recommended by the Human Resources Department to approve Administrative Procedure Order #07-2018 and adopt Resolution #2018-27 Elected Official Compensation.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Brian DeMuyneck, and Kathy Vosburg

Nays: Paul Lafata, Hank Anderson, and David Joseph

MOTION CARRIED

Motion by Daniel Acciavatti, supported by Cindy Berry Approve the recommendation by the Human Resources Department for the Establishment of a 457 Deferred Compensation Plan administered by MERS of Michigan, noting that on page 2 of the "MERS 457 Participation Agreement" it is noted that the question regarding employer contribution (question VIII) should be marked with Employer Contributions SHALL BE PERMITTED instead of what is currently marked.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyneck, David Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Brian DeMuyneck, supported by Kathy Vosburg Request the Township Board of Trustees to Authorize Supervisor Acciavatti to execute the attached 'Master Agreement for Municipal Street Lighting' with DTE for the proposed lighting at the Salt River Bridge.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyneck, David Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Daniel Acciavatti, supported by Kathy Vosburg It is the recommendation by the Waste Hauler QBS Committee to approve the contract that will be presented to GFL Environmental USA Inc.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Brian DeMuyneck, and Kathy Vosburg

Nays: Hank Anderson and David Joseph

MOTION CARRIED

Motion by Brian DeMuyneck, supported by Cindy Berry It is our recommendation that the Township Board approves the purchase of meters and meter components from Ferguson Waterworks.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyneck, David Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Daniel Acciavatti, supported by Cindy Berry It is our recommendation that the Township Board of Trustees authorizes Supervisor Acciavatti and Clerk Berry to execute the attached 'Amended and Restated Water Main Easement' documents for the private development located at 29700 Commerce Boulevard (AIT).

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyneck, David Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Daniel Acciavatti, supported by Cindy Berry to approve the introduction and first publication of Ordinance 172, amending Chapter 30 (Engineering Design Standards), Article IV (Grading, Site Drainage and Sidewalks), Section 30-153 (Surface Drainage Standards), repealing subparagraph (g)(12) of the Charter Township of Chesterfield Code of Ordinances.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyneck, David Joseph, and Kathy Vosburg

MOTION CARRIED

Motion by Daniel Acciavatti, supported by David Joseph to approve moving the control panel for the Miller Ct. pump station from its current location to a location on the other side of the fence in Brandenburg Park as recommended in the presentation.

Roll Call Vote:

Ayes: Daniel Acciavatti, Cindy Berry, Paul Lafata, Hank Anderson, Brian DeMuyneck, David Joseph, and Kathy Vosburg

MOTION CARRIED

9. ADDENDUM (If Necessary)

10. PUBLIC COMMENTS (Five-Minute Time Limits)

Joe Katich and one other residents spoke.

11. BOARD COMMENT

Trustee Joseph, Trustee Anderson, Trustee DeMuyneck, Trustee Vosburg, Treasurer Lafata, Clerk Berry and Supervisor Acciavatti all spoke.

12. ADJOURNMENT

Motion by DeMuyneck, supported by Vosburg to adjourn at 9:47 p.m.

Roll Call Vote:

AYES: DeMuyneck, Vosburg, Anderson, Joseph, Lafata, Acciavatti, Berry

NAYS: None

Cindy Berry, Clerk



AGENDA REQUEST

CHESTERFIELD TOWNSHIP, MICHIGAN
BOARD OF TRUSTEES

MEETING DATE: 17 Dec 2018 **DEPARTMENT:** DPW/Water
DATE SUBMITTED: 26 Nov 2018 **PREPARED BY:** Kevin Johnson

SUBJECT: Approve a request by the Waste Hauler QBS Committee to approve the contract that will be presented to Green For Life USA Inc.

ATTACHMENTS: [Agreement with GFL Environmental USA Inc. - For Board Approval](#)

ADMINISTRATIVE REVIEW:

<input type="checkbox"/> IT review attached.	<input type="checkbox"/> Legal review attached	<input type="checkbox"/> Finance review required
<input type="checkbox"/> Resolution/Ordinance (prior approval required)	<input type="checkbox"/> Presentation/ Department Head Report	<input type="checkbox"/> Audio/Visual Setup required (laptop, projector)

PROCUREMENT DETAILS: Budget year: Budget amendment requested Other

VENDOR NAME: **PURCHASE AMOUNT:** \$
PURCHASE DESCRIPTION: **GL#:**
ESTIMATED BUDGETED FUNDS REMAINING: \$

EXECUTIVE SUMMARY

INTRODUCTION

Approve a request by the Waste Hauler QBS Committee to approve the contract that will be presented to GFL Environmental USA Inc.

BACKGROUND

The Waste Hauler QBS Committee came to the township board on October 15, 2018, to receive approval for the township attorney to negotiate a contract between the township and GFL Environmental USA Inc. The attached document is the final product of the negotiations that took place.

SCOPE OF CONTRACT/AGREEMENT

The length of the contract is five years, commencing on January 1, 2019, and ending on December 31, 2023.

RECOMMENDATION

It is the recommendation by the Waste Hauler QBS Committee to approve the contract that will be presented to GFL Environmental USA Inc.

**AGREEMENT FOR SOLID WASTE, YARD WASTE AND RECYCLING
COLLECTION BY AND BETWEEN THE CHARTER TOWNSHIP
OF CHESTERFIELD AND GFL ENVIRONMENTAL USA INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the Charter Township of Chesterfield, a Michigan municipal corporation, whose offices are located at 47275 Sugarbush Road, Chesterfield Township, Michigan 48047, ("Township") and GFL Environmental USA Inc., a _____ Corporation, whose offices are located at 26999 Central Park Blvd., Suite 200, Southfield, MI 48076 ("GFL").

WITNESSETH:

WHEREAS, on or about _____, 2018, the Township solicited bids for the 2019 Single Hauler Waste Collection and Disposal Program in accordance with the Charter Township of Chesterfield Garbage Collection and Disposal Ordinance ("Ordinance"), Advertisement for Bids, Request for Bids and Instructions to Bidders, Proposal Form, Service Descriptions and Specifications, and attachments thereto ("Contract Documents"); and

WHEREAS, GFL submitted a proposal that has been received, reviewed and determined by the Township to be the most responsive proposal and offering the best value for the cost of services; and

WHEREAS, representatives of the Township and GFL have met to negotiate the detailed terms and conditions of this Agreement; and

WHEREAS, the Township desires to contract for the proposed services with GFL and GFL is willing to provide the services as more specifically set forth in the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements

contained herein, the parties agree as follows:

1. Scope of Services

GFL shall, during the term of this Agreement or any extension thereof, collect, transport and dispose of all items of mixed waste, yard waste and recyclable materials from residential dwelling units and provide other services to the Township in accordance with all of the provisions of this Agreement and any applicable federal, state and county laws and ordinances of the Township. GFL shall perform all other terms, conditions, requirements and services as set forth in the Contract Documents and those services that are incidental thereto without any additional compensation other than that set forth in this Agreement and the Contract Documents.

2. Term

The initial term of this Agreement for services shall be for a five (5) year period. The initial term shall begin January 1, 2019 and expire December 31, 2023. Upon mutual agreement of the parties, this Agreement may be extended for an additional five (5) years and at the rates set forth in Paragraph Three (3) of this Agreement. The Township or GFL shall provide written notice of its intention or desire to extend the Agreement to the other party no later than one hundred eighty (180) days prior to the expiration of the initial term.

3. Compensation

GFL shall, during the term of this Agreement, collect, transport and dispose of all items of mixed waste, recyclable materials and yard waste from residential dwelling units at the following rates:

January 1, 2019 – December 31, 2019	<u>\$52.50 per quarter</u>
January 1, 2020 – December 31, 2020	<u>\$54.08 per quarter</u>
January 1, 2021 – December 31, 2021	<u>\$55.70 per quarter</u>
January 1, 2022 – December 31, 2022	<u>\$57.37 per quarter</u>
January 1, 2023 – December 31, 2023	<u>\$59.09 per quarter</u>

Upon mutual agreement of the parties, this Agreement may be extended for an additional five (5) year period at the following rates:

January 1, 2024 – December 31, 2024	<u>\$62.04 per quarter</u>
January 1, 2025 – December 31, 2025	<u>\$63.90 per quarter</u>
January 1, 2026 – December 31, 2026	<u>\$65.82 per quarter</u>
January 1, 2027 – December 31, 2027	<u>\$67.79 per quarter</u>
January 1, 2028 – December 31, 2028	<u>\$69.83 per quarter</u>

GFL shall afford all owners/occupants of residential dwelling units who

have attained the age of 65 years or older, a five (5%) percent discount on the rates for services rendered and in accordance with GFL's Senior Discount Program. A Township representative shall be responsible for verifying the age of the owner/occupant that requests this discount.

An owner/occupant of a residential dwelling who has served in the United States Armed Forces, including the reserve components, and was discharged or released under conditions other than dishonorable, shall receive a five (5%) percent discount on rates for services rendered by GFL. GFL will verify that an owner/occupant satisfies the requirements for a veteran's discount. A veteran who has attained the age of 65 or older shall be entitled to only one discount for services rendered by GFL.

Any owner/occupant requesting the disposal of bulk items that utilize refrigerants, including Freon, shall be responsible for the removal of the refrigerants prior to collection and disposal by GFL.

GFL shall not be responsible for the collection and disposal of household hazardous waste and the Township acknowledges that such service will not be provided as part of this Agreement.

4. Containers for Disposal of Mixed Waste, Recyclables and Yard Waste

A. Mixed Waste Containers. Owners/occupants of a residential dwelling unit shall have the option to purchase or rent a 96 gallon container for mixed waste from GFL. The purchase price of a mixed waste container is \$85 per container. The container may be rented for the sum of \$3 per month. Each of these prices will increase by three (3%) percent annually during the term of this Agreement. Owner/occupants shall have the option to provide their own mixed waste containers so long as the containers do not exceed 35 gallons in capacity.

B. Recyclable Containers. Owners/occupants of residential dwelling units may purchase or rent a 64 gallon recyclable container from GFL. The purchase price for the recyclable container is \$75. The rental price for the container is \$3 per month. Each of these prices will increase by three (3%) percent annually during the term of this Agreement.

C. Yard Waste Containers. Each owner/occupant of a residential dwelling unit shall be responsible to provide an approved yard waste bag and/or container at his/her own cost.

5. Independent Contractor

GFL shall be deemed an independent contractor and not an employee of the Township. Any and all employees, members or associates of GFL or

other individuals, while engaged in the performance of services for GFL pursuant to the terms of this Agreement, shall not be considered employees of the Township. Any and all claims that may arise on behalf of employees of GFL or other individuals as a consequence of any act or omission on the part of the employees of GFL shall in no way be the obligation or responsibility of the Township. GFL fully understands all consequences, financial and legal, of the status of independent contractor.

6. Insurance Requirements

A. Performance Bond. GFL shall, at its sole cost and expense, obtain and maintain during the life of this Agreement, a corporate surety bond with a United States Surety Company authorized to do business in the State of Michigan and acceptable to the Township attorney, in the amount of Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) Dollars to guarantee full performance of its obligations and faithful adherence to all requirements of the this Agreement. GFL shall provide this corporate surety bond to the Township no later than thirty (30) days prior to commencement of operations. The bond shall contain the following endorsement:

“It is hereby understood and agreed that this bond may not be cancelled by the surety and any intention not to renew the bond shall be exercised by the surety not less than sixty (60) days after receipt by the Township by registered mail, a written notice of such intent to cancel or not to renew.”

B. Workers Compensation Insurance. GFL shall provide workers compensation insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include employer’s liability coverage.

C. Commercial Automobile Liability Coverage. GFL shall provide commercial auto liability insurance coverage including Michigan No-fault Coverage for all vehicles used in the performance of this Agreement. Liability coverage shall not be less than One Million (\$1,000,000.00) Dollars per occurrence, combined single limits bodily injury and property damage. Commercial automobile liability coverage must include coverage for all autos, owned, non-owned and hired.

D. Commercial Liability Coverage. GFL shall provide no less than One Million (\$1,000,000.00) Dollars per occurrence; One Million (\$1,000,000.00) Dollars general aggregate; One Million (\$1,000,000.00) Dollars personal and advertising injury; One Million (\$1,000,000.00) Dollars products/completed operations aggregates; Five Hundred Thousand (\$500,000.00) Dollars fire damage to real property; and Five Thousand (\$5,000.00) Dollars medical payments. Coverage shall not exclude contractual liability, explosion, collapse or underground hazards.

E. Umbrella Liability. GFL shall provide no less than Five Million

(\$5,000,000.00) Dollars each occurrence and Five Million (\$5,000,000.00) Dollars general aggregate. Coverage shall be umbrella form and not excess insurance. Pollution liability shall be included in the coverage.

F. Pollution Liability Coverage. GFL shall provide pollution liability coverage with occurrence or claims made forms that are acceptable with limits not less than Two Million (\$2,000,000.00) Dollars each occurrence/aggregate or Two Million (\$2,000,000.00) Dollars general aggregate/per project. Coverage shall include clean-up costs, on and off the site including transportation, and liability to third parties.

G. Additional Insured. The Township shall be named as an additional insured on all policies. GFL shall provide the Township with a Certificate of Insurance evidencing such coverage upon the effective date of the Agreement and maintain on file with the Township a current certificate throughout the term of the Agreement.

H. Proof of Insurance. GFL shall supply a copy of all insurance policies required under this Section no later than thirty (30) days prior to commencement of operations.

7. Assignment and Subcontracting

GFL shall not delegate or assign this Agreement, or any part thereof, to an unaffiliated entity nor shall GFL subcontract this Agreement or any part thereof without the prior written approval of the Township, which approval shall not be unreasonably withheld. GFL may not assign any part of this Agreement by way of sale, merger or acquisition of GFL without the prior written approval of the Township, which shall not be unreasonably withheld.

8. Compliance with All Laws, Rules, Regulations and Licensing Requirements

GFL shall comply with all federal, state, county and Township regulations, ordinances and specifications.

9. Taxes

GFL shall pay all federal, state and local taxes including, but not limited to, property taxes, sales taxes, social security taxes, income taxes and fees, which may be chargeable against the labor, material, equipment, real estate or any other terms necessary in the performance of this Agreement.

10. Indemnification

GFL shall, to the fullest extent permitted by law, indemnify, defend

and hold harmless the Township and its officials, agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, which the Township may suffer or for which it may be liable, arising out of or resulting from GFL's or its agent's or employee's negligent or tortious actions or omissions in the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

11. Billing for Refuse Collection

A. Quarterly Billing. GFL shall send a quarterly invoice in advance of services rendered to each residential dwelling unit for which services are provided pursuant to the terms of this Agreement. The invoice shall represent charges for services to be rendered for the upcoming quarter. The invoice shall be delivered by regular mail at least two (2) weeks prior to the beginning of the quarter for which charges are imposed. The due date for payment shall be the last day of the month prior to the beginning of the quarter for which the services are imposed. If the last day falls on a Saturday, Sunday or legal holiday, the due date shall be the next business day.

If the owner/occupant of a residential dwelling unit does not remit payment within forty-five (45) days of the due date as set forth on the invoice, an additional five (5%) percent charge shall be added to the amount due.

B. Delinquencies. The charges for collection and disposal fees shall constitute a lien on the single-family dwelling site for which the services have been provided. Any charges and penalties delinquent for three (3) months or more shall be certified annually by the Township official in charge of collection and the tax assessing officer of the Township to be entered upon the next tax roll against the single-family dwelling site for which the services have been rendered. The charges and penalties shall be collected as part of the general Township taxes against such single-family dwelling site and shall accrue further interest and penalties and shall be collected in the same manner as provided for delinquent real property taxes in the Township.

C. Vacancies. It shall be the duty of any owner/occupant of a residential dwelling unit to notify GFL in writing in the event the dwelling unit will be vacated for a period of at least thirty (30) days and not more than ninety (90) days. Notice shall be provided to GFL at least thirty (30) days prior to the date of vacancy. No charge for collection services shall be imposed on any owner/occupant who provides GFL with timely notice pursuant to

this Section. An owner/occupant of a residential dwelling unit shall be entitled to the vacancy exemption provided herein once per calendar year.

D. New Ownership or Occupancy. It shall be the duty of any owner/occupant that occupies a residential dwelling unit within the Township to contact GFL upon occupancy in order that the new name of the person to be billed will immediately be registered so as to avoid delays in collection. An owner/occupant of a residential dwelling unit who has obtained a valid building permit from the Township but has not yet obtained a Certificate of Occupancy shall be exempt from the provisions of the Ordinance. Upon obtaining a valid Certificate of Occupancy from the Township, the owner/occupant shall immediately notify GFL of the occupancy date and shall thereafter comply with all of the terms and conditions of the Ordinance.

12. Services to Township Facilities

In addition to the services provided to single family dwelling units within the Township, GFL shall provide the following services to Township facilities at no additional cost:

- a. Brandenburg Park – GFL shall provide 2 six-yard dumpsters at Brandenburg Park and collect and dispose of refuse twice per week on days agreed to by the parties.
- b. Department of Public Works – GFL shall provide 1 six-yard dumpster at the Department of Public Works and dispose of refuse twice per week.
- c. Fire Hall No. 1 (22 Mile Road) – GFL shall provide standard curbside pick-up at Fire Hall No. 1.
- d. Fire Hall No. 2 (Jefferson Avenue) – GFL shall provide standard curbside pick-up at Fire Hall No. 2.
- e. Fire Hall No. 3 (23 Mile Road) – GFL shall provide 1 six-yard dumpster at Fire Hall No. 3 and shall collect refuse once per week.
- f. Municipal Offices – GFL shall provide 1 six-yard dumpster at the Municipal Offices located at 47275 Sugarbush and collect refuse twice per week.
- g. Township Police Department – GFL shall provide 1 six-yard dumpster at the Chesterfield Township Police Department and collect refuse once per week.

- h. Pollard Park – GFL shall provide 2 six-yard dumpsters at Pollard Park and collect refuse twice per week on days agreed to the parties.
- i. Youth Center – GFL shall provide 1 six-yard dumpster at the Township Youth Center and collect refuse once per week.

13. Refuse Removal for Non-Contract Waste and Special Collection

An owner/occupant requesting the removal of non-contract waste may contact GFL directly. A company representative shall contact the owner/occupant and provide the owner/occupant a quotation for all costs associated with the removal and disposal. The owner/occupant shall sign a form authorizing GFL to remove the material and invoice the owner/occupant directly for the prices quoted.

14. Annual Spring Clean-Up

GFL shall provide for the disposal of miscellaneous household debris excluding tires, household hazardous waste, liquid waste, Freon bearing appliances, and any waste considered dangerous and that can catch fire, react or explode when mixed with other substances or if it is corrosive or toxic along with large amounts of building material exceeding fifty (50) pounds by Township residents on a date mutually agreed to by GFL and the Township in the spring of each year of the Agreement. GFL shall provide three (3) dumpsters at the Township offices or other location mutually agreed to by GFL and the Township for the collection of the items described in this Paragraph. The collection and disposal shall be performed by GFL at no additional cost to residents or the Township. GFL shall be responsible to supply the dumpsters, necessary equipment and staff for the collection and disposal.

15. Customer Communications and Complaint Handling Procedures

GFL shall designate and dedicate a manager to supervise all work and operations to be performed under the terms of this Agreement. In addition, GFL shall have at least one (1) full-time field supervisor assigned to the Township. The Township shall have access to the field supervisor's cell phone number and email address for communication purposes. The field supervisor shall make regular inspections within the Township to insure pick-ups are made as

scheduled and to review any outstanding complaints.

GFL shall maintain an office for the administration and receipt of customer service calls and complaints. The office shall be open and available for such calls Monday through Friday 7:30 a.m. to 5:30 p.m., local time. The office shall contain a local telephone number available to receive all service complaints which shall be logged by GFL. GFL shall provide at least one (1) full-time customer service representative in the office during all hours of operation to receive and address complaints and receive orders for special pick-up service.

The field supervisor will generally address complaints by the end of each business day with a maximum time limit of twenty-four (24) hours from the receipt of a complaint. The complaint resolution action will be logged no later than the next business day. A written monthly report shall be supplied by GFL to the Township or be made accessible in a computer electronic format, via email or the internet, indicating all complaints and resolution action.

GFL shall provide complete service for each day's route as scheduled. Service shall be provided Monday through Saturday. GFL shall not commence collection in residential areas prior to 7:00 a.m. and shall complete all service by 8:00 p.m. GFL employees shall pick-up all blown, littered and broken materials occurring during the point of collection resulting from its collection and hauling operations.

GFL shall exercise reasonable care and diligence in handling all containers. The Township will cooperate in requiring residents to provide and maintain suitable containers and GFL must exercise due care in preventing damage to all containers. In the event GFL damages a container, GFL shall be responsible for replacing the container with one of equivalent value at GFL's expense within forty-eight (48) hours, excluding Saturdays, Sundays, and legal holidays.

GFL, in cooperation with the administrative staff of the Township, will distribute periodic newsletters to Township residents. The distribution shall occur not less than once per year and address topics such as recommendations for recycling, dates for composting, changes in routes, and current services offered by GFL.

16. Severability

In the event any provision of this Agreement shall be held to be

contrary to any law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be deemed void. All other terms and conditions of the Agreement shall remain in full force and effect.

17. Governing Law

This Agreement shall be deemed to be made in the State of Michigan and shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan.

18. Entire Agreement

This Agreement and all other Contract Documents, including any exhibits attached thereto, contain the entire agreement between the parties and all prior negotiations and agreements are merged herein.

19. Waiver

No failure on the part of the Township to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy upon a breach by GFL shall constitute a waiver of any such breach. No waiver of any breach shall affect or alter this Agreement, and each and every term and condition of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach.

20. Modification

The terms of this Agreement may only be modified by mutual written agreement of GFL and the Township. No amendment shall be effective and binding unless it has been approved by the Charter Township Board of Trustees and is executed by a duly authorized representative of GFL and the Township.

21. Notices

Any notices to be given pursuant to this agreement shall be in writing and personally delivered or sent by certified mail as follows:

To Township: Charter Township of Chesterfield Clerk
47275 Sugarbush Road
Chesterfield, MI 48047

To GFL:

26999 Central Park Blvd., Suite 200
Southfield, MI 48076

22. Failure to Perform Beyond Control of GFL

Notwithstanding any other provision of this Agreement to the contrary, GFL shall not be in default or otherwise liable for any failure to perform any of its obligations under this Agreement if such failure is caused by forces beyond the control of GFL including but not limited to acts of God, tornadoes, hurricanes, floods, sinkholes, fires, extremely abnormal and excessively inclement weather, civil disasters or any force majeure. In the event GFL seeks to implement the protections of this Section, it shall notify the Township in writing of the force majeure event and specify the event, GFL's efforts to resolve the event as soon as reasonably possible and estimate when the event will be resolved. GFL shall promptly begin and diligently pursue completion of all reasonable actions to eliminate the event so as to resume performance under this Agreement as soon as reasonably possible.

Notwithstanding the efforts of GFL, if the force majeure event impacts the health, safety and welfare of Township residents, the Township shall have the right to undertake whatever actions it deems appropriate to resolve the event. Strikes, labor disputes, work stoppages or "slowdowns" or similar events shall not provide an acceptable or excusable basis for delay, partial performance or non-performance by GFL under the terms of this Agreement. In the event of such occurrences, GFL shall remain obligated and liable to the Township for the complete performance of the services contained in this Agreement.

23. Default

Either party to this Agreement shall be considered to be in default if it fails to comply with any of the requirements of this Agreement. The parties shall be entitled to avail themselves of all remedies available for any default or any failure to perform.

This Agreement shall be binding upon the successors and assigns of the Company and on any successor municipality of the Township.

CHARTER TOWNSHIP OF CHESTERFIELD,
A Michigan municipal corporation

On this _____ day of _____, 2018 before me personally appeared _____ to me personally known to be the _____ of GFL Environmental USA Inc. and who executed the instrument and that the instrument was signed in behalf of the corporation and _____ acknowledged the instrument to be the free act and deed of the corporation.

, Notary Public
County, Michigan
My Commission Expires: