

205 N. John Street - Auditorium - Highland, Michigan 48357 248/887-3791

SPECIAL BOARD OF TRUSTEES MEETING AGENDA

JUNE 20, 2024 - 6:30 P.M.

- 1. Call Meeting to Order
- 2. Pledge of Allegiance
- 3. Roll
- 4. Approval of Agenda
- 5. Consent Agenda Approval

Approve:

- a) June 3, 2024 Board of Trustees Minutes
- b) List of Bills dated June 13, 2024 plus additions
- 6. Announcements and Information Inquiry:
- 7. Public Comment
- New Business:
 Resolution 24-22 Consenting to the Assignment of Waste Hauling from GFL to Priority Waste
- 9. Adjourn

Any member of the audience wishing to address the board will be asked to state his/her name and address. Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the Clerk's office at (248) 887-3791 prior to the meeting. Our staff will be pleased to make the necessary arrangements.

1.	Call Meeting to Order
	Time:
	Number of Visitors:

2. Pledge of Allegiance

Township Board Meeting Roll Date:

<u>Present</u>	<u>Absent</u>	Board Member
		Rick A. Hamill
		Tami Flowers
		Jenny Frederick
		Judy Cooper
		Brian Howe
		Beth Lewis
		Joseph Salvia
Start Time		Fnd Time:

4.	Ap	prova	l of	Ager	าda
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5a. Consent Agenda Approval

CHARTER TOWNSHIP OF HIGHLAND REGULAR BOARD OF TRUSTEES MEETING June 3, 2024 - 6:30 p.m.

The meeting was called to order at 6:31 p.m. with the Pledge of Allegiance.

Roll Call: Rick Hamill, Supervisor

Tami Flowers, Clerk

Jennifer Frederick, Treasurer

Judy Cooper, Trustee Brian Howe, Trustee Beth Lewis, Trustee Joseph Salvia, Trustee

Also Present: Fire Chief Nick George

Lieutenant Matt Snyder

Lisa Hamameh, Township Attorney

Visitors: 25

Approval of Agenda:

Mr. Salvia moved to approve the agenda as presented. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, and Salvia – yes.

Consent Agenda Approval:

- a) May 13, 2024 Board of Trustees Minutes
- b) List of Bills dated May 23, 2024 plus additions
- c) Fire Works Permit for Highland Township June 29, 2024
- d) Fire Works Permit for White Lake Citizens League June 29, 2024
- e) Resolution 24-19 Accept Donation from Percy and Ethel Duncan
- f) Resolution 24-20 to Authorize the Placement of Signage on M-59 Median for Fireworks Display
- g) Budget Amendment Transfer to Capital Improvement
- h) 2024 HDDA Bylaws

Receive and File:

Activity Center Advisory Board Meeting Minutes – April 2024
Activity Center Advisory Board Treasurer's Report – April 2024
Activity Center Director's Report – April 2024
Building Department Report – April 2024
DDA Board Minutes – April 2024
Financial Report – March 2024
Library Board Minutes - April 2024
Library Director's Report - April 2024

Unapproved Minutes: June 3, 2024 Board of Trustees Meeting

Mrs. Cooper moved to approve the Consent Agenda as presented. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

Announcements and Information Inquiry:

- a) Highland Township Offices Closed on Thursday, July 4, and Friday, July 5, 2024, in Observance of Independence Day
- b) Household Hazardous Waste Collection Day Saturday, June 15th, from 9:00 a.m. to 2:00 p.m.
- c) Highland Township Red, White and Blues Festival will be on June 29, 2024
- d) Farmer's Market every Saturday beginning June 22nd at Highland Township Complex
- e) Sounds Like Summer Concert Series Begins July 9th at 7:00 p.m. in Veterans Park

Public Comment:

Inquiry regarding status of trash removal. Comment against URSA for a gas station.

Pending Business:

a) URSA 24-01 Special Approval of Land Use for gas station; vacant NE corner of N Milford/E Wardlow, PIN 11-15-326-017; Applicant Sarmed Raouf; Property Owner RIMA Properties, LLC

Ms. Frederick moved to approve the URSA 24-01 Special Approval of Land Use for gas station; vacant NE corner of N Milford/E Wardlow, PIN 11-15-326-017; Applicant Sarmed Raouf; Property Owner RIMA Properties, LLC. Mr. Hamill supported, and the motion failed with the following roll call vote: Hamill – yes, Flowers – no, Frederick – yes, Cooper – no, Howe – no, Lewis – no, Salvia – no.

After further discussion Mr. Hamill moved to postpone this agenda item to the next Board meeting. Mr. Salvia supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – no, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

New Business:

a) Introduce Z-031 Text Amendment to permit gas stations for parcels fronting Highland Road (M-59) in the HS, Highland Station Business District and to establish regulations regarding same

Ms. Frederick moved to Introduce Z-031 Text Amendment to permit gas stations for parcels fronting Highland Road (M-59) in the HS, Highland Station Business District and to establish regulations regarding same. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, and Salvia – yes.

b) Resolution 24-21 Approving Purchase of Property from Six Rivers Land Conservancy (S. Hickory Ridge Road)

Mrs. Cooper moved to approve Resolution 24-21 Approving Purchase of Property from Six Rivers Land Conservancy (S. Hickory Ridge Road) as presented. Mrs. Lewis supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, and Salvia – yes.

c) Budget Amendment Hickory Ridge Purchase

Mrs. Cooper moved to approve the Budget Amendment – Hickory Ridge Park Property Purchase a as presented. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, and Salvia – yes.

d) Award Bid for Steeple Hall Painting

Ms. Frederick moved to award the bid to Diedrich Painting to complete the exterior painting and repairs with the added option of the bell tower at Steeple Hall located at 205 West Livingston Road, Highland, MI for a total of \$32,668 and to approve the Supervisor to sign all related contracts.. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, and Salvia – yes.

e) Building Mural Agreement - 250 West Livingston Road Mural Installation

Ms. Frederick moved to Authorize the Supervisor to sign the Building Mural Agreement between the Charter Township of Highland, The Highland Downtown Development Authority and the Artist, Zack Curtis Artwork. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, and Salvia – yes.

Comments:

Mr. Howe mentioned the dugouts at the Duck Lake Pines are coming along nice and pickle ballers are loving the courts. He is glad that the township has continued investing in the park.

The DDA has received many positive comments regarding township projects. Mr. Hamill thanked the DDA, Missy and Cassie in particular for their efforts.

Mr. Hamill announced the water problem at Colasanti's has been solved. He and Andy Herrington installed one hundred feet of 18" diameter pipe that was donated by Grant Charlick.

Adjourn:

Supervisor Hamill adjourned the meeting at 8:47 p.m.

Tami Flowers, MiPMC	Rick A. Hamill
Highland Township Clerk	Highland Township Supervisor

Payment Approval Report - by GL Account Remittance by Check Report dates: 6/13/2024-6/13/2024

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Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amoun
ENERAL FUND					
1-000-072.000	COUNTY OF OAKLAND				
1159	TREASURER	101-RIDGEWOOD-OAK CTY	MAY 2024	06/10/2024	213.0
1159	TREASURER	101-HIGHLAND GREENS-OAK CTY	MAY 24	06/10/2024	348.0
1159	TREASURER	101-HIGHLAND HILLS OAK CTY	MAY24	06/10/2024	143.50
1-000-075.000	HURON VALLEY SCHOOLS				
1159	TREASURER	101-RIDGEWOOD-HVS	MAY 2024	06/10/2024	852.0
1159	TREASURER	101-HIGHLAND GREENS-HVS	MAY 24	06/10/2024	1,392.0
1159	TREASURER	101-HIGHLAND HILLS HVS	MAY24	06/10/2024	574.0
1-000-202.001	BUILDING BONDS PAYABLES				
4863	BIRMINGHAM, SHERRIE	101-ESCROW/BUILDING	B24-00149	05/29/2024	125.0
	CNO POLE BARNS	101-ESCROW/BUILDING	B24-00013	06/05/2024	500.0
4866	CNO POLE BARNS	101-REINSPECTION FEE	B24-00013	06/05/2024	60.0
6704	FOUNDATION SYSTEM OF MICHIGAN	101-ESCROW/BUILDING	B23-00063	05/29/2024	125.0
	FOUNDATION SYSTEM OF MICHIGAN	101-ESCROW/BUILDING	B24-00057	05/29/2024	250.
	FOUNDATION SYSTEM OF MICHIGAN	101-ESCROW/BUILDING	B24-00173	05/29/2024	125.
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B22-00444	05/29/2024	60.
	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B24-00013	06/05/2024	60.
	HIGHLAND TWP. SOLID WASTE FUND	101-REFUSE FEE	B22-00444	05/29/2024	105
	MIGHTY DOG ROOFING OF NOVI	101-ESCROW/BUILDING	B24-00141	05/29/2024	250
	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B24-00154	05/29/2024	250
	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B24-00155	05/29/2024	250
	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B24-00170	05/29/2024	250
	NORTHERN HOME BUILDERS LLC	101-ESCROW/BUILDING	B22-00444	05/29/2024	2,628
	NORTHERN HOME BUILDERS LLC	101-REFUSE FEE	B22-00444	05/29/2024	105
	NORTHERN HOME BUILDERS LLC	101-REINSPECTION FEE	B22-00444	05/29/2024	60.
	RAPID ROOFING	101-ESCROW/BUILDING	B24-00146	05/29/2024	250
	RENEWAL BY ANDERSON LLC	101-ESCROW/BUILDING	B24-00140 B24-00060	05/29/2024	250
	TIMM CUSTOM CONSTRUCTION	101-ESCROW/BUILDING	B24-00000 B24-00138	05/29/2024	250
	WALLSIDE INC.	101-ESCROW/BUILDING 101-ESCROW/BUILDING			
	OAKLAND CO. ANIMAL CONTROL	101-ESCROW/BUILDING	B24-00135	05/29/2024	125
		404 DOC LICENSE	0000004	00/02/2024	200
	CHARTER TOWNSHIP OF HIGHLAND	101-DOG LICENSE	06032024	06/03/2024	290.
	OAKLAND CO. ANIMAL CONTROL/PET ADOPTION	101-DOG LICENSE	06032024	06/03/2024	2,524.
	BUILDING PERMITS	404 DEFLIND DEPMIT FEED	DD04.0404	05/00/000	
6102	WALLSIDE INC.	101-REFUND PERMIT FEES	PB24-0161	05/29/2024	50.
Total :					12.014.9

CLERK

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Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
101-215-730.000	CLERK: ELECTION EXPENSES SUPPL				
8253	AMAZON CAPITAL SERVICES	101-CORD COVER	1Y7L-4LJG-7J66	06/01/2024	30.66
7418	HART INTERCIVIC	101-MEMORY USB	097526	05/24/2024	540.00
1172	PRINTING SYSTEMS INC.	101-AV APP POSTCARDS MAILING	233488	05/23/2024	839.10
Total CLEF	K:				1,409.76
TREASURER					
101-253-820.000	TREAS: DUES/ED/TRAVEL				
1264	OAKLAND COUNTY TREASURER'S ASSOCIATION	101-HOFFMAN FARMS-FREDERICK	06102024	06/10/2024	30.00
Total TREA	SURER:				30.00
GENERAL GOVE					
	GEN GOV: OFFICE SUPPLIES				
	AMAZON CAPITAL SERVICES	101-POSTER BOARD	1Y7L-4LJG-7J66	06/01/2024	48.99
	AMAZON CAPITAL SERVICES	101-SPRAY ADHESIVE	1Y7L-4LJG-7J66	06/01/2024	11.90
8253	AMAZON CAPITAL SERVICES	101-CORD DETANGLER	1Y7L-4LJG-7J66	06/01/2024	23.98
8253	AMAZON CAPITAL SERVICES	101-HDMI	1Y7L-4LJG-7J66	06/01/2024	73.68
8253	AMAZON CAPITAL SERVICES	101-HEADPHONES	1Y7L-4LJG-7J66	06/01/2024	10.50
	GEN GOV: POSTAGE				
1840	PITNEY BOWES BANK INC PURCHASE POWER	101- PREPAY #35873793 POSTAGE METER	JUN 2024	06/05/2024	1,000.00
01-261-804.000	GEN GOV: LEGAL SERVICES				
1407	GROTH PLLC, LAW OFFICES OF PAUL V.	101-PROSECUTION MATTERS	53344	05/30/2024	2,064.25
01-261-830.000	GEN GOV: GEN INSURANCE				
1060	MICHIGAN MUNICIPAL RISK	101-INSURANCE M0001676	2024-3M	05/19/2024	13,568.50
1060	MICHIGAN MUNICIPAL RISK	101-INSURANCE R0001676	2024-3R	05/19/2024	1,438.00
01-261-920.000	GEN GOV: UTILITIES				
2216	COMCAST	101-3550 DUCK LK RD 0310657	07032024 0310657	06/01/2024	102.9
1375	CONSUMERS ENERGY	101-205 N JOHN-TWP	204212177633	05/21/2024	70.18
1375	CONSUMERS ENERGY	101-250 W LIVINGSTON-WOTA	204301170593	05/21/2024	196.57
1375	CONSUMERS ENERGY	101-3550 DUCK LK RD BUILDING	204301170594	05/21/2024	132.13
1005	DTE ENERGY	101- STREETLIGHTS 9100-4056-3462	200484711937	06/01/2024	5,334.9
01-261-936.000	GEN GOV: TOWNSHIP MAINTENANCE				
2596	FIVE STAR ACE	101-REPAIR EQUIPMENT	31330	05/28/2024	7.5
1021	GILL-ROY'S HARDWARE	101-CABLE TIES	2405-767552	05/29/2024	13.9
	GILL-ROY'S HARDWARE	101-RUST OUT/ADHESIVE	2406-824321	06/06/2024	13.2
	HIGHLAND SUPPLY INC.	101-PLATES/TP/MULTIFOLD TOWELS	INV67662	06/04/2024	232.3
	ON TIME PORTABLES LLC	101-CHILL AT THE MILL	2424	06/02/2024	125.0
	WATER WHEEL SPRINKLER	101-SPRING START UP	63991	05/22/2024	822.00

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Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amoun
01-261-937.000	GEN GOV: VEHICLE OP MAINT				
9232	HIGHLAND WASH MANAGEMENT LLC	101-FORSTERS AUTO WASHES-TWP VEHICLES	2111	05/31/2024	8.0
2692	WEX BANK	101-GAS FOR TWP VEHICLE	97390765	05/31/2024	661.79
01-261-938.000	GEN GOV: EQ/SW MAINT CONTRACT				
2021	GRACON SERVICES INC.	101-HPE TECH CARE BASIC ML350 GEN10	15785	05/13/2024	1,143.90
2021	GRACON SERVICES INC.	101-MICROSOFT OFFICE 365 ANNUAL	15805	05/23/2024	7,091.50
2021	GRACON SERVICES INC.	101-MICROSOFT EXCHANGE ANNUAL	15806	05/23/2024	474.3
2021	GRACON SERVICES INC.	101-ANNUAL SUPPORT AGREEMENT	15809	05/30/2024	3,487.0
01-261-955.000	GEN GOV: MISCELLANEOUS				
1839	ABSOPURE WATER CO.	101-5 GALLON SPRING-TWP	89289615	05/13/2024	48.6
4868	ADP INC	101-PAYROLL SERVICES	662970592	06/07/2024	149.7
01-261-959.000	GEN GOV: METRO AUTHORITY EXP				
2158	ROAD COMMISSION FOR O.C.	101-TRAF SIG MAINT. HARVEY LK WARDLW MILFRD CUS	7121	03/31/2024	44.1
6300	S&D SEASONAL SERVICES	101-TWP MOWING-M59 MEDIAN	33807	06/01/2024	484.0
Total GENE	ERAL GOVERNMENT:				38,883.6
ENERAL GOVE	ERNMENT PERSONNEL B				
01-279-712.000	GGP:HEALTH/DENTAL/LIFE/DIS INS				
9135	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 IN-HOUSE	241590031791	06/07/2024	1,337.9
9135	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 TWP	241590031791	06/07/2024	6,080.5
9135	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 ORDINANCE	241590031791	06/07/2024	363.7
9135	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 ACT. CTR.	241590031791	06/07/2024	1,560.9
9135	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 TWP	241590031791	06/07/2024	1,542.8
1967	MUTUAL OF OMAHA	101-LIFE, DENTAL, DISAB. INS. BR3 LIBRARY	001715381910	06/01/2024	39.6
1967	MUTUAL OF OMAHA	101-LIFE, DENTAL, DISAB. INS. BR1 ACT CTR	001715381910	06/01/2024	171.5
1967	MUTUAL OF OMAHA	101-LIFE, AD&D, DISAB. INS. BR1 IN-HOUSE	001715381910	06/01/2024	158.7
1967	MUTUAL OF OMAHA	101-LIFE, AD&D, DISAB. INS. BR1 TWP	001715381910	06/01/2024	829.8
1967	MUTUAL OF OMAHA	101-LIFE, AD&D, DISAB. INS. ORDINANCE OFFICER BR1	001715381910	06/01/2024	40.2
9094	STANDARD INSURANCE CO.	101-DENTAL INSURANCE-TWP.	7/01/24-7/31/24	06/08/2024	1,521.4
9094	STANDARD INSURANCE CO.	101-DENTAL INSURANCE-IN HOUSE	7/01/24-7/31/24	06/08/2024	467.2
9094	STANDARD INSURANCE CO.	101-DENTAL INSURANCE-ORDINANCE/FIRE MARSHAL	7/01/24-7/31/24	06/08/2024	25.2
9094	STANDARD INSURANCE CO.	101-DENTAL INSURANCE-ACT. CTR.	7/01/24-7/31/24	06/08/2024	284.1
9094	STANDARD INSURANCE CO.	101-DENTAL INSURANCE-TWP COBRA	7/01/24-7/31/24	06/08/2024	100.9
Total GENE	ERAL GOVERNMENT PERSONNEL B:				14,524.9
					<u> </u>
BUILDING	BLDG: INSP/ELEC/PLUMB/HTG				
BUILDING 01-371-801.000	BLDG: INSP/ELEC/PLUMB/HTG DUNCAN LLC, JEFFREY	101-INSPECTIONS	5/22/24-6/04/24	06/05/2024	781.8

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101-371-820.000	BLDG: DUES/ED/TRAVEL				
1754	MTA	101-WEBINAR-MCALEAR	317810	05/22/2024	25.0
Total BUILE	DING:				2,798.8
EMETERY					
01-567-935.000	CEMETERY: SEXTON				
1127	HURON CEMETERY MAINTENANCE	101-CEMETERY MAINTENANCE	JUN 2024	06/05/2024	4,142.0
Total CEME	ETERY:				4,142.0
CTIVITY CENT	≣R				
01-672-728.000	ACTIVITY CTR: OFFICE SUPPLIES				
8253	AMAZON CAPITAL SERVICES	101-SWINGING SIGN LETTERS-ACT CTR	1Y7L-4LJG-7J66	06/01/2024	71.9
8253	AMAZON CAPITAL SERVICES	101-MOUSE-ACT CTR	1Y7L-4LJG-7J66	06/01/2024	13.2
8253	AMAZON CAPITAL SERVICES	101-BINGO CHIPS-ACT CTR	1Y7L-4LJG-7J66	06/01/2024	27.
1-672-850.002	STEEPLE HALL: INTERNET SERVICE				
2216	COMCAST	101-STEEPLE HALL 8529 10 157 0100876	07082024 0100876	05/26/2024	281.1
01-672-900.000	ACTIVITY CTR: ADVERT./PRINTING				
4619	OAKLAND COUNTY TIMES	101-ADVERTISING-ACT CTR	20250430	05/28/2024	1,500.0
01-672-920.000	ACTIVITY CTR: UTILITIES				
1375	CONSUMERS ENERGY	101-209 N JOHN ST-ACT CTR	204301170596	05/21/2024	182.1
01-672-920.002	STEEPLE HALL: UTILITIES				
1375	CONSUMERS ENERGY	101-205 W. LIVINGSTON RD-STEEPLE HALL	204301170595	05/21/2024	74.9
01-672-936.000	ACTIVITY CTR: BUILDING MAINT				
1839	ABSOPURE WATER CO.	101- H/C COOLER-ACTIVITY CTR.	30767244	05/31/2024	12.0
Total ACTI\	/ITY CENTER:				2,162.6
LANNING & OR	DINANCE				
01-701-820.000	PLNG: DUES/ED/TRAVEL				
9040	LITTLEBEAR, KARI	101-SITE INSPECTION MILEAGE REIMBURSEMENT	05312024	05/31/2024	56.
01-701-935.000	OE: VIOLATION CORRECTIONS				
1366	TPC LAWN & LANDSCAPE	101-ORDINANCE MOW 2365 WILLOW	5354	05/27/2024	250.0
1366	TPC LAWN & LANDSCAPE	101-ORDINANCE MOW-606 W BAKER	5374	05/29/2024	240.0
1366	TPC LAWN & LANDSCAPE	101-ORDINANCE MOW-4031 HILLCREST	5396	05/31/2024	180.0
1366	TPC LAWN & LANDSCAPE	101-ORDINANCE MOW 1410 GREBE	5451	06/04/2024	225.
T-4-LDLAN	NING & ORDINANCE:				951.

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Jun 10. 2024 02:07PM Invoice Date Invoice Amount Vendor Name Description Invoice Number PLANNING COMMISSION 101-703-900.000 PLNG COMM: ADVERTISING/PRTG 9077 21ST CENTURY MEDIA-MICHIGAN 101-ADVERTISEMENT-PLN COMM 06102024 06/10/2024 279.25 Total PLANNING COMMISSION: 279.25 **PARKS** 101-751-729.001 PARKS: VETERAN'S PARK 9254 PRECISION TREE AND SHRUB SVCS INC. 101-STUMP GRINDING-VETERANS PARK 7527 06/05/2024 775.00 101-751-729.002 PARKS: HICKORY RIDGE 8500 ON TIME PORTABLES LLC 101-HICKORY RIDGE PARK 2424 06/02/2024 125.00 101-751-729.003 PARKS: DUCK LAKE PINES 8500 ON TIME PORTABLES LLC 101-DUCK LAKE PINES PARK HANDICAP 2424 06/02/2024 175.00 Total PARKS: 1,075.00 Total GENERAL FUND: 78,272.50 **ROAD FUND ROAD** 203-596-967.000 DUST CONTROL 7071 PECK, DENNIS 203-DUST CONTROL BLUE BRIAR TRL 06062024 06/06/2024 316.80 Total ROAD: 316.80 Total ROAD FUND: 316.80 **FIRE FUND** FIRE 206-336-712.001 FIRE:HEALTH/DENTAL/LIFE/DISINS 9135 BLUE CARE NETWORK OF MICHIGAN 206-BCN GROUP 00138219 CLASS 0001 FIRE 241590031791 06/07/2024 8,523.59 206-BCN GROUP 00138219 CLASS 0002 FIRE-GARRITY A 06/07/2024 358.10 9135 BLUE CARE NETWORK OF MICHIGAN 241590053473 1967 MUTUAL OF OMAHA 206-LIFE, AD&D INS. BR2 PD. ON CALL 001715381910 06/01/2024 62.70 1967 MUTUAL OF OMAHA 206-LIFE, AD&D INS. BR1 F-T FIRE 872.54 001715381910 06/01/2024 1967 MUTUAL OF OMAHA 206-LIFE, AD&D, DISAB. INS. CHIEF BR1 001715381910 06/01/2024 87.98 1967 MUTUAL OF OMAHA 206-LIFE, AD&D, DISAB. INS. FIRE MARSHAL BR1 001715381910 06/01/2024 40.23 9094 STANDARD INSURANCE CO. 206-DENTAL INSURANCE-FIRE CHIEF 7/01/24-7/31/24 06/08/2024 183.16 9094 STANDARD INSURANCE CO. 206-DENTAL INSURANCE-FIRE MARSHAL/ORDINANCE 7/01/24-7/31/24 06/08/2024 25.22 9094 STANDARD INSURANCE CO. 206-DENTAL INSURANCE-FIRE 7/01/24-7/31/24 06/08/2024 1,369.92 206-336-727.000 FIRE: SUPPLIES 8253 AMAZON CAPITAL SERVICES 206-FIRE TAPE 1Y7L-4LJG-7J66 06/01/2024 199.00

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
	AMAZON CAPITAL SERVICES	206-WINCH STRAP	1Y7L-4LJG-7J66	06/01/2024	18.99
206-336-731.000	FIRE: MEDICAL SUPPLIES				
2039	BOUND TREE MEDICAL LLC	206-EMS SUPPLIES	85359921	05/28/2024	20.64
2039	BOUND TREE MEDICAL LLC	206-EMS SUPPLIES	85367450	06/03/2024	18.76
2039	BOUND TREE MEDICAL LLC	206-EMS SUPPLIES	85367451	06/03/2024	202.80
1132	LINDE GAS & EQUIPMENT INC	206-EMS OXYGEN	43032369	05/22/2024	36.73
7576	STATE OF MICHIGAN	206-QAAP TAX	491-441015	05/30/2024	654.04
206-336-732.000	FIRE: UNIFORMS				
9276	HURON VALLEY GUNS LLC	206-UNIFORM - BEARDEN	208046	05/14/2024	35.49
9276	HURON VALLEY GUNS LLC	206-UNIFORM - OLLILA	208282	05/21/2024	94.99
206-336-750.000	FIRE: VEHICLE GAS/OIL				
2692	WEX BANK	206-GAS FOR MARSHAL VEHICLE	97390765	05/31/2024	161.43
2692	WEX BANK	206-GAS FOR FIRE VEHICLES	97390765	05/31/2024	3,174.42
2692	WEX BANK	206-GAS FOR FIRE VEHICLES	97390765	05/31/2024	126.92-
206-336-806.001	FIRE: COMPUTERS/SOFTWARE				
2021	GRACON SERVICES INC.	206-MICROSOFT-0365-GCC-F3-1Y	15805	05/23/2024	4,909.50
206-336-830.000	FIRE: INSURANCE/BONDS				,
	MICHIGAN MUNICIPAL RISK	206-INSURANCE M0001676	2024-3M	05/19/2024	15,928.00
	MICHIGAN MUNICIPAL RISK	206-INSURANCE R0001676	2024-3R	05/19/2024	1,687.00
	FIRE: PUBLIC UTILITIES				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	AMERI-ALARM	206-ALARM MONITORING FS2	078929	06/01/2024	75.00
	COMCAST	206-2550 E WARDLOW FS#2 0170820	07022024 0170820	06/01/2024	197.85
	CONSUMERS ENERGY	206-510 CLYDE RD ST#3	203144283531	05/21/2024	50.28
	CONSUMERS ENERGY	206-1600 W HIGHLAND FS1	205369005216	05/21/2024	127.56
	CONSUMERS ENERGY	206-2550 E WARDLOW-FS2	205369006069	05/22/2024	94.09
	DTE ENERGY	206-1600 W HIGHLAND RD 920020305909	05212024 05909	05/22/2024	1,306.73
	DTE ENERGY	206-2550 E WARDLOW FS2 06488	06052024 06488	06/06/2024	830.09
	GEORGE, NICHOLAS	206-CELL PHONE	05042024	06/03/2024	141.22
	GEORGE, NICHOLAS	206-CELL PHONE	06102024	06/10/2024	141.21
	FIRE: VEHICLE REPAIR	200-OLLET HONE	00102024	00/10/2024	141.21
	AUTO VALUE HIGHLAND	206-E-1 CLEANING	272-1076161	05/26/2024	35.96
	AUTO VALUE HIGHLAND	206-COLANT	272-1076161	05/31/2024	15.99
	AUTO VALUE HIGHLAND	206-G3 WIPERS	272-1076664	05/31/2024	24.18
	AUTO VALUE HIGHLAND	206-2014 FORD F-450 (R211)	272-1076865	06/04/2024	155.06
	KODIAK EMERGENCY VEHICLES	• • • • • • • • • • • • • • • • • • • •	4994	05/31/2024	37.65
		206-2019 FORD (R212)LIGHT REPAIR	4994	05/31/2024	37.00
	FIRE: BLDG MAINT/REPAIR	206 20 AMP	1771 41 10 7 100	06/04/2024	140.75
	AMAZON CAPITAL SERVICES	206-20 AMP	1Y7L-4LJG-7J66	06/01/2024	143.75
	AMAZON CAPITAL SERVICES	206-20 AMP	1Y7L-4LJG-7J66	06/01/2024	54.60
	AMAZON CAPITAL SERVICES	206-20 AMP	1Y7L-4LJG-7J66	06/01/2024	65.00
	AMAZON CAPITAL SERVICES	206-EXTENTION CORDS	1Y7L-4LJG-7J66	06/01/2024	55.76
4827	KAPALA HEATING & AIR CONDITIONING	206-STN 2 HEAT/AC UNIT	48203	05/30/2024	415.00

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Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
1642	PETER'S TRUE VALUE HARDWARE	206- BUILDING REPAIR	K72620	05/31/2024	87.48
1642	PETER'S TRUE VALUE HARDWARE	206- BUILDING REPAIR STN1	K72761	06/08/2024	6.33
206-336-937.000	FIRE: EQUIP MAINT				
1642	PETER'S TRUE VALUE HARDWARE	206-CHAINSAW REPAIR	K72522	05/24/2024	59.99
1642	PETER'S TRUE VALUE HARDWARE	206-CHAINSAW REPAIR	K72530	05/25/2024	11.92
206-336-955.000	FIRE: MISC EXPENSE				
9215	PRATT, JOHN	206-AFTER INCIDENT FOOD	121	06/05/2024	68.17
Total FIRE	:				42,739.18
Total FIRE	FUND:				42,739.18
POLICE FUND					
POLICE					
	POLICE: UTILITIES				
	COMCAST	207-165 N. JOHN 0179656	06242024 0179656	05/21/2024	122.95
207-301-935.000	POLICE: SHERIFF'S MAINT				
1375	CONSUMERS ENERGY	207-165 N JOHN ST	204301170592	05/21/2024	35.93
2285	CUMMINS SALES AND SERVICE	207-INSPECTION	S6-26059	05/23/2024	191.70
Total POLI	CE:				350.58
Total POLI	CE FUND:				350.58
REFUSE FUND					
REFUSE	DEFLICE: COMM CEDVICE DDC I				
	REFUSE: COMM SERVICE PROJ	227 LIA ZA DDOLIG MACTE CIONG	70000	05/04/0004	252.00
1045	ALLEGRA PRINT & IMAG HIGHLAND	227-HAZARDOUS WASTE SIGNS	76990	05/31/2024	252.00
Total REFU	JSE:				252.00
Total REFU	JSE FUND:				252.00
CAPITAL IMPRO	OVEMENT FUND				
PARKS					
101-751-971.000	HICKORY RIDGE PARK IMPROVEMENT				
6321	MORRIS WELL DRILLING, ERNEST C.	401-NEW WELL PUMP-HICKORY RIDGE PARK	8333	06/05/2024	11,785.00
	KS:				11,785.00

POST-RETIREMENT BENEFITS

GENERAL GOVERNMENT PERSONNEL B

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Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amoun
Total CAPITAL IMPI	ROVEMENT FUND:				11,785.0
IRE CAPITAL FUND					
FIRE					
102-336-971.000 VEHICL		ACC COST AMPLIA AND LACE AND L	04404	00/07/0004	0.4.000.0
8180 KODIAR	(EMERGENCY VEHICLES	402-2025 AMBULANCE KODIAK - DEPOSIT	24124	06/07/2024	34,292.9
Total FIRE:					34,292.9
Total FIRE CAPITAL	_ FUND:				34,292.9
OOWNTOWN DEVELOP!	MENT FUND				
OWNTOWN DEVELOP	MENT AUTHORITY				
94-729-728.000 DDA: O	FFICE SUPPLIES				
2065 CUSTO	M PLUS INC.	494-NAME PLATES	12874	05/20/2024	105.2
94-729-808.000 DDA: M	IARKETING CONSULTANT				
4690 PATTER	RSON, HARMONY	494-CONSULTANT DUTIES	2019	06/05/2024	1,280.0
94-729-880.001 DDA: P	ROMOTIONS				
1013 ABC PF	RINTING INC	494-SIGNS/BANNERS/POSTERS	10544	05/28/2024	1,772.0
1288 IVERSO	ON'S LUMBER COMPANY	494-SUPPLIES FOR SIGNAGE	2405-235087	05/29/2024	68.7
9026 MAHER	FEED & PET SUPPLY	494-STRAW	4629	05/17/2024	27.9
1963 OAKLAI	ND COUNTY PARKS	494-STAGE-RED WHITE BLUE FESTIVAL	10988278	05/24/2024	550.0
4865 WARDE	ELL MANOR FAMILY FARM LLC	494-FOOD-INSIDE/OUT TOUR	05232024	05/23/2024	325.0
94-729-880.003 DDA: D	ESIGN				
4494 CURTIS	S, ZACHARY	494-INSURANCE REIMBURSEMENT	05102024	05/10/2024	1,956.0
3152 KOPAC	KI, KRIS	494-WATER ALL GARDENS	2031	06/05/2024	1,135.0
3152 KOPAC	KI, KRIS	494-PICK UP/DELIVER FLOWERS	2032	06/05/2024	65.0
3152 KOPAC	KI, KRIS	494-PICK UP/DELIVER/STORE MULCH	2033	06/05/2024	450.0
9106 MILFOR	RD FOOD MARKET LLC	494-FLOWERS	05302024	05/30/2024	654.0
94-729-900.000 DDA: A	DVERTISING/PRINTING				
4000 CHART	ER TOWNSHIP OF HIGHLAND	494-ADVERTISEMENT IN NATURALLY CONNECTED	00001	04/10/2024	500.0
94-729-967.000 DDA: F	ARMERS' MARKET				
4414 JONES,	JAMISON	494-ENTERTAINMENT-FOUNDERS DAY	2024-2	06/02/2024	400.0
Total DOWNTOWN	DEVELOPMENT AUTHORITY:				9,288.9
Total DOWNTOWN	DEVELOPMENT FUND:				9,288.9

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e Invoice Amount

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
 37-279-719.000	RETIREE OPEB EXPENSE	1	11		
1958	AmWINS GROUP BENEFITS INC.	737-RETIREE HEALTH PREMIUMS	8412503	06/01/2024	450.00
2499	GIBSON, WANDA SUE	737-RETIREE HEALTH REIMBURSEMENT	JUN 2024	06/05/2024	262.52
1181	KILEY, JUDITH A.	737-RETIREE HEALTH REIMBURSEMENT	JUN 2024	06/05/2024	165.00
9095	PATTERSON, BRIDGET	737-RETIREE HEALTH REIMBURSEMENT	MAY 2024	06/05/2024	260.43
1311	PILCHOWSKI, PATRICIA	737-RETIREE DENTAL REIMBURSEMENT	05072024	05/07/2024	258.10
1206	REGAN, RITA	737-RETIREE HEALTH REIMBURSEMENT	JUN 2024	06/05/2024	450.00
1373	WAGNER, PATRICIA G.	737-RETIREE HEALTH REIMBURSEMENT	MAY 2024	06/05/2024	249.35
Total GENI	ERAL GOVERNMENT PERSONNEL B:				2,095.40
Total POS	F-RETIREMENT BENEFITS:				2,095.40
UCK LAKE AS					
RUST & AGEN					
	DUCK LAKE: DEDUCTIONS				
	AQUA-WEED CONTROL INC.	764-DUCK LAKE WEED TREATMENTS	21221	05/23/2024	70,200.00
4300	DUCK LAKE PROPERTY OWNERS ASSOC.	764-BATTERIES FOR BUOYS	05232024	05/23/2024	26.36
Total TRUS	ST & AGENCY ADMIN:				70,226.36
Total DUCI	(LAKE ASSOC:				70,226.36
HARLICK LAK	E ASSOC				
RUST & AGEN	CY ADMIN				
	CHARLICK LAKE: DEDUCTIONS				
1081	AQUA-WEED CONTROL INC.	768-ALGAE TREAMENT-CHARLICK LAKE	21223	05/23/2024	1,008.00
Total TRUS	ST & AGENCY ADMIN:				1,008.00
Total CHA	RLICK LAKE ASSOC:				1,008.00
ENNINSULA LA	AKE				
RUST & AGEN	CY ADMIN				
74-255-956.000	PENINSULA LAKE: DEDUCTIONS				
9023	PLM LAKE & LAND MANAGEMENT CORP	774-ALGAE TREATMENT-PENINSULA LAKE	4005566	05/22/2024	2,272.50
Total TRUS	ST & AGENCY ADMIN:				2,272.50

CHARTER	TOWNSHIP	OF	HIGHI	
CHARLER	I OVVINGI IIE	\mathbf{O}	LIIGIT	AIVU

Payment Approval Report - by GL Account Remittance by Check Report dates: 6/13/2024-6/13/2024

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Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
LOWER PETTIBONE LAKE					
TRUST & AGENCY ADMIN					
775-255-956.000 LOW PETT	IBONE LAKE: DEDUCTIONS				
1081 AQUA-WE	ED CONTROL INC.	775-EGLE PERMIT FEE	21238	05/24/2024	459.00
1081 AQUA-WEE	ED CONTROL INC.	775-WEED/ALGAE TREATMENT-LOWER PETTIBONE	21238	05/24/2024	6,500.00
Total TRUST & AGENC	Y ADMIN:				6,959.00
Total LOWER PETTIBO	ONE LAKE:				6,959.00
Grand Totals:					259,859.14

Payment Approval Report - by GL Account Remittance by Direct Deposit Report dates: 6/13/2024-6/13/2024

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Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
ENERAL FUND)				
ENERAL GOVE	RNMENT				
01-261-850.000	GEN GOV: FIBER-OTHER COMMUNICA				
7660	CROWN CASTLE FIBER LLC	101-205 JOHN ST. FIBER NETWORK	1593629	06/01/2024	823.00
01-261-900.001	GEN GOV: ADVERTISING				
6278	TECHNOLOGY GALLERY LLC	101-DIGITAL SIGN MAINTENANCE	INV-181	05/31/2024	400.00
Total GENE	ERAL GOVERNMENT:				1,223.00
UILDING					
01-371-801.000	BLDG: INSP/ELEC/PLUMB/HTG				
1199	GREG CALME ELECTRIC LLC	101-INSPECTIONS	5/22/24-6/04/24	06/05/2024	2,359.24
Total BUILE	DING:				2,359.24
Total GENE	ERAL FUND:				3,582.24
IRE FUND					
IRE FUND					
	FIRE: EQUIP MAINT				
	APPLIED INNOVATION	206-COPIER CONTRACT	2518598	05/27/2024	97.02
	APPLIED INNOVATION	206-ADDITIONAL PAGES	2518598	05/27/2024	49.89
	APPLIED INNOVATION	206-FREIGHT	2518598	05/27/2024	5.88
			2010000	00/21/2021	
Total FIRE:					152.79
Total FIRE	FUND:				152.79
EFUSE FUND					
REFUSE					
	REFUSE: CONTRACTOR				
2676	GFL ENVIRONMENTAL USA	227-MONTHLY CONTRACT-JUNE	65839297	06/01/2024	91,598.00
Total REFU	JSE:				91,598.00
Total REFU	ISE FUND:				91,598.00
IRE CAPITAL F	UND				
IRE					
	FIRE CAP: BONDING AGENT FEES				
	U.S. BANK	402-BONDING FEE	7330369	05/24/2024	500.00

Payment Approval Report - by GL Account Remittance by Direct Deposit Report dates: 6/13/2024-6/13/2024

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Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total FIRE:					500.00
Total FIRE CAPITAL F	FUND:				500.00
Grand Totals:					95,833.03

CHARTER TOWNSHIP OF HIGHLAND	Payment Approval Report - Fund Totals for Board Report dates: 6/13/2024-6/13/2024	Page: 7 Jun 10, 2024 02:44PM
Total GENERAL FUND:		81,854.74
Total ROAD FUND:		316.80
Total FIRE FUND:		42,891.97
Total POLICE FUND:		350.58
Total REFUSE FUND:		91,850.00
Total CAPITAL IMPROVEMENT FUND:		11,785.00
Total FIRE CAPITAL FUND:		34,792.90
Total DOWNTOWN DEVELOPMENT FUND:		9,288.92
Total POST-RETIREMENT BENEFITS:		2,095.40
Total DUCK LAKE ASSOC:		70,226.36
Total CHARLICK LAKE ASSOC:		1,008.00
Total PENNINSULA LAKE:		2,272.50
Total LOWER PETTIBONE LAKE:		6,959.00
Grand Totals:		355,692.17

Payroll and Hand Check June 13, 2024 List of Bills

GENERAL FUND

Payroll Taxes (FICA & FWT) 6/7/2024	\$	28,213.84
General/Fire Payroll 6/7/2024	\$	75,903.92
Equitable - Deferred Comp.	\$	1,250.00
Mission SQ - Deferred Comp. Flexible Savings Account	\$ \$	1,947.34 758.15
Garnishments	Ψ	700.10
Highland Firefighters Assn	\$	720.00
Highland Firefighters Union Dues-Full-Time Highland Firefighters Union Dues-Part-Time		

06/30/2024 DDA LOAN-Monthly

\$ 3,771.83

6.	Announcements and Information Inquiry

7. Public Comment



RESOLUTION #24-22 CONSENTING TO THE ASSIGNMENT OF ITS WASTE HAULING SERVICES AGREEMENT FROM GFL ENVIRONMENTAL TO PRIORITY WASTE LLC

At a regular meeting of the Township Board of the Charter Township of Highland, Oakland County, Michigan, held, on the 20th day of June 2024. With those present and absent being,

PRESENT:	
ABSENT:	
The following preamble and resolution was offered by	
and seconded by	

WHEREAS, the Charter Township of Highland, ("Township") and GFL Environmental USA, Inc., ("GFL") are parties to a Solid Waste Collection Agreement, dated January 1, 2015, as amended (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 e 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 insofar as they conflict with the provisions of this Resolution are rescinded.

AYES: NAYS:	
RES	SOLUTION DECLARED ADOPTED
	Rick A. Hamill, Supervisor
	Tami Flowers, MiPMC Clerk
	of Highland Clerk, do hereby certify that the foregoing is a true and complete co is on file in my office, approved by the Charter Township of Highland Board of on June 20, 2024.

Tami Flowers, MiPMC Clerk



June 4, 2024

Via Email

Charter Township of Highland 205 N John Street Highland, MI 48357

Attention: Rick Hamill

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 ("<u>Priority</u>") (such sale, the "<u>Transaction</u>").

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@gflenv.com)
Don Barretta ((586) 933-3812 or dbarretta@gflenv.com)
Sam Caramagno ((734) 812-5732) or scaramagno@gflenv.com)

Charter Township of Highland

By:			
Name:			
Title:			

RESIDENTIAL REFUSE COLLECTION AND DISPOSAL CONTRACT

This Contract shall be effective as of the date of the last signature and is between the Charter Township of Highland, whose address is 205 N. John Street, Highland, MI 48357, ("Township"), and Rizzo Environmental Services, Inc., whose registered office and local address is 6200 Elmridge Drive, Sterling Heights, MI 48313 ("Contractor").

Purpose. This Contract is a refuse collection contract for Contractor to provide residential refuse collection and disposal services for the Township's residential refuse collection system as defined and provided for in Article II of Chapter 11 of the Highland Charter Township Code ("Ordinance"), and to provide complementary dumpster service to the Township.

<u>Contract Documents.</u> In addition to the Ordinance, the attached Contract Documents, numbered and identified as indicated, are considered part of this Contract:

- 1. The Township Request for Proposal (RFP) (8 pages) and RFP Clarifications (1 page).
- 2. Information on the Dumpsters required on Page 3 of the RFP (1 page).
- 3. The following portions of Contractor's Bid/Proposal:
 - A. 10/27/2014 Enhancements Description letter (2 pages).
 - B. Recycling Acceptable Materials Guidelines (1 page).
 - C. Organization Guide (2 pages).
 - D. Proposer Information and Company Background (2 pages).
- 4. Township Approved Surety Performance Bond Form.

<u>Definitions.</u> Definitions of terms and phrases in the Ordinance apply to this Contract.

Services. For and in consideration of payment by the Township as provided under Contract Price and Payment, Contractor shall collect and dispose of all residential refuse from all residential units in the Township as defined and provided in the Ordinance and described in the RFP/Contract Document 1 (excluding the Township's option to require Contractor to provide curb carts and containers for recyclables), and provide the municipal site and event dumpsters as described in Contract Documents 1 and 2, in a competent, efficient, timely, good and workmanlike manner and in compliance with the terms and conditions of this Contract, with those "Services" to include the following Enhancements as described in Contract Document 3A:

- 1. Enhanced Recycling Program (continued use of 18 gallon bins, with an inventory of at least 50 such bins to be maintained by Contractor at the Township offices at all times, with Contractor to provide 65 gallon carts to interested residents for a one-time resident charge of \$25.00.
- 2. The Rizzo Rewards for Recyling Program for the voluntary recycling of Acceptable Materials as listed in Contract Document 3B, notwithstanding that the Township has not accepted Contractor's Mandatory Trash Cart Alternate Bid Proposal RES I.
- 3. Unlimited Bulk Service.
- 4. Cart Program to provide 64 or 96 gallon trash carts to interested residents for a one-time resident charge of \$75.00 per cart.

5. Severe Weather Performance.

Contract Term. This Contract shall be for an initial term of five (5) years, corresponding to the 2015 through 2019 calendar years, and may be renewed at the Township's option for (1) additional three (3) year term corresponding to the 2020 through 2022 calendar years at a monthly per residential unit Contract Price for each of those years of \$ 13.13.

Contract Price and Payment. During the initial term, the Contract Price to be paid by the Township to the Contractor shall be based on a monthly rate of \$12.63 per residential unit in the Township, with the number of residential units for which payment will be made to be determined by the Township and communicated to Contractor in writing prior to the first day of each month of Service. If the Township exercises its option to renew, the monthly per residential unit rate for the three (3) year renewal term shall be \$13.13. On or after the first day of each month that Services are to be provided, Contractor shall provide a written invoice to the Township for Services in that month based on the applicable rate and number of residential units reported by the Township, and in exchange for and consideration of the timely and satisfactory completion of those Services, the Township shall pay such invoice within 30 days of receipt.

Fees, Taxes, and Fuel Surcharges. Contractor shall be solely responsible for the payment of all current and future landfill, tipping, and other fees, and any taxes that may be imposed currently or in the future by any governmental entity, that are required or associated with the collection, disposal, and/or transfer of residential refuse collected under this Contract. As committed to in Contract Document 3A, during the initial and possible renewal term of this Contract, Contractor shall not be entitled to charge, assess, or be paid a surcharge based on an increase in Contractor's fuel or other costs of providing Services.

Collection Schedule and Residential Units Served. Subject to modification as provided in the RFP/Contract Document 1, Contractor shall perform the collection of residential refuse from residential units on the same day of each week, which as of the effective date of this Contract, is Friday. Due to the New Year's Day holiday, the first collection under this Contract shall be on Saturday, January 3, 2015. The Township and Contractor shall maintain a written record of the locations/addresses of residential units to be served under this Contract, to which the Township may add new residential units at any time by written notice to Contractor, with Contractor to thereafter collect residential refuse from such new residential units commencing with the first regular weekly collection after Contractor's receipt of the notice. Contractor's timely provision of Services to required residential units in accordance with the collection schedule is of the essence of this Contract and failure to do so shall permit Township to exercise its rights and remedies for default as provided in this Contract.

<u>Customer Communications and Complaints.</u> Contractor and the Township shall comply with the Customer Communications and Complaint Handling provisions in the RFP/Contract Document 1, with Contractor to provide prompt written notice to the Township of any changes in the personnel names or contact information in Contract Documents 3C and 3D.

<u>Contractor Personnel and Equipment.</u> As committed to in Contract Document 3D, Contractor shall only employ highly trained, experienced, and dedicated personnel to provide Services under this Contract, and such personnel shall not violate any Federal, State, County, or

Township law or ordinance during the course of providing such Services. The equipment used by Contractor in providing Services shall be in the condition and maintained as described in Contract Document 3D, with collection vehicles to be designed, used and maintained in a manner that assures that no residential refuse or residential refuse liquids leak or are spilled onto public or private property. Contractor shall assign and devote such personnel and equipment as necessary to provide the Services to all residential units in the Township as required by this Contract, which Contractor acknowledges will increase in number and may expand into new geographic areas over the initial and possible renewal terms of this Contract.

Disposal Requirements. The Contractor shall perform all work and lawfully dispose of all residential refuse collected in compliance with the Contract Documents and all provisions of applicable federal, state, county and Township environmental laws, including the Oakland County Solid Waste Management Plan applicable to the Township, and upon the written request of the Township, shall identify by name and location, each site at which collected residential refuse is disposed of. As a condition of the Township's payment obligation, it may require Contractor to provide written documentation of lawful disposal and that all disposal costs have been paid.

Insurance. Contractor shall have no right to or expectation of coverage under any insurance policies of the Township. This Contract is conditioned on and requires the Insurance Requirements in the RFP/Contract Document 1 being satisfied by Contractor and confirmed by Certificate(s) of Insurance delivered to the Township, with said coverages to be maintained for the life of this Contract and the Township entitled to prior written notice of cancellation, changes or non-renewal. All Liability Insurance shall name the Township and its officials, employees, and agents as primary, noncontributory additional insureds. Contractor shall provide the Township with a copy of each insurance policy within seven (7) days of a written request.

Performance Bond. As specified in the RFP/Contract Document 1, this Contract is conditioned on and requires Contractor to furnish and maintain at its cost, a financial assurance Performance Bond in the form of cash, certified check, an automatically renewing irrevocable letter of credit, or a Surety Bond conforming to the Performance Bond attached as Contract Document D, in the amount of \$200,000.00, for the protection of and acceptable and payable to the Township. If provided in cash or a certified check, which the Township may negotiate, the funds shall be separately held and accounted for, with any interest earned usable by the Township for the same purposes as the principal amount.

Liability. Contractor shall be liable for any injury or damage occurring as a result of its provision of Services under this Contract. Consistent with this liability, the Contractor agrees to indemnify, defend, pay on behalf of, and hold harmless the Township and its employees, official, agents, and others working on the Township's behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Township and/or those persons by reason of personal injury and/or property damage which arise out of or are in any way connected or associated with this Contract and are attributable to the fault of Contractor or its employees, agents, subcontractors, or other persons acting for or on behalf of Contractor, including claims under the worker's compensation laws of the State of Michigan.

Defaults, Remedies and Termination. The Township shall have the right to monitor, inspect, and audit Contractor's Services for compliance with this Contract. If Contractor defaults in Contract compliance, the Township shall provide Contractor with written notice to correct the default within a specified number of days of the notice. The number of days allowed shall be reasonable and consistent with the nature and severity of the default. Upon receiving such a notice, Contractor shall correct the default within the time specified. If Contractor fails to do so, the Township may do one or both of the following:

- 1. Correct or secure a correction of the default and collect the Township's actual, administrative, and attorney fees and costs incurred in doing so from Contractor by withholding those amounts from payments to Contractor, drawing on the Performance Bond, and/or through any other available legal remedy.
- 2. By at least 30 days written notice to Contractor, terminate this Contract and provide for completion of the required Services for the remainder of the Contract term by contract with a new contractor or otherwise, with the actual, administrative, and attorney fees and costs the Township does or will incur in doing so a valid claim and charge against Contractor that may be recovered by withholding those amounts from Contractor's next payment, drawing on the Performance Bond, and/or through any other available legal remedy.

If Contractor ceases or is restricted from conducting business in the manner it was doing so at the time this Contract became effective as a result of insolvency, receivership, voluntary or involuntary bankruptcy, or any similar proceeding, the Township may terminate this Contract by a notice and with the rights and remedies as provided in this Section.

Independent Contractor. Contractor is and shall perform under this Contract as an Independent Contractor with complete control over and responsibility for its employees, agents, subcontractors, and operations, and for payment of all compensation, benefits, insurance, and taxes for such personnel and operations. No employee, agent or representative of Contractor shall represent, act or be considered as an agent, representative or employee of the Township and nothing in this Contract shall create any contractual relationship between the Township and any subcontractor of the Contractor.

Non-Discrimination. Contractor and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, disability, or other classification that is protected from discrimination by law.

<u>Compliance with and Governing Laws</u>. This Contract and all of Contractor's work shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because Township is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract. This Contract shall be governed by the laws of the State of Michigan.

Assignment and Subcontracts. Contractor shall not assign the performance of this Contract or any part thereof and shall not subcontract any portion of the work to a subcontractor without the prior written consent of the Township which shall not be unreasonably withheld. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal, registered mail, or overnight delivery to the attention of the following persons:

Township: Supervisor and Clerk

Contractor: Charles B. Rizzo, Resident Agent, and

Charles B. Rizzo, Jr., President and CEO

<u>Changes and Waivers</u>. Any changes in the provisions of this Contract must be in writing and signed by the Township and Contractor. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

Witnesses and Dates of Signatures

CHARTER TOWNSHIP OF HIGHLAND

Date: 12(18)14

By: Rick Hamill, Supervisor

By: Mary McDonell, Clerk

RIZZO ENVIRONMENTAL SERVICES, INC.

By: Charles B. Rizzo, Jr

Its: President and CEO

RESIDENTIAL REFUSE COLLECTION AND DISPOSAL CONTRACT AMENDMENT

The Notices Section on page 5 of the Residential Refuse Collection and Disposal Contract between the Charter Township of Highland, whose address is 205 N. John Street, Highland, MI 48357, ("Township"), and Rizzo Environmental Services, Inc., whose registered office and local address is 6200 Elmridge Drive, Sterling Heights, MI 48313 ("Contractor"), the initial term of which is for the 2015 through 2019 calendar years, is hereby amended to read as follows:

Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal, registered mail, or overnight delivery to the attention of the following persons:

Township:

Supervisor and Clerk

Contractor:

Patrick Dovigi, CEO

The Township or Contractor may change their address or personnel designated to receive notices at any time by providing a written notice of the change to the other party in the manner set forth above.

Witnesses and Dates of Signatures

1 I A Marchine

Jennifer Frederick

Date: 11-10-16

CHARTER TOWNSHIP OF HIGHLAND

By: Rick A Hamill, Supervisor

By: Mary McDonell, Clerk

RIZZO ENVIRONMENTAL SERVICES, INC.

By: Patrick Dovigi

Its: Chief Executive Officer

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS FILING ENDORSEMENT

This is to Certify that the AMENDED APPLICATION FOR CERTIFICATE OF AUTHORITY

for

GFL ENVIRONMENTAL USA INC.

ID NUMBER: 60413H

received by facsimile transmission on November 7, 2016 is hereby endorsed.

Filed on November 7, 2016 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of November, 2016.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

PAGE 3 OF 5 PAGE 2 OF 4

٠	DEPARTMENT OF LICE CORPORATIONS, SECURIT			применя в придородня будов, черова по под под договородня договоро					
Date Received	Date Received (FOR BUREAU USE ONLY)								
	This document is effective on the date filed, unli subsequent effective date within 90 days after re date is stated in the document.								
Name			7						
Varnum, LLP	' - Attention: Mallory A. Field								
Address									
39500 High F	Pointe Blvd., Suite 350								
City	State	Zip code							
Novi	MI	48375							
Document will be	returned to the name and address y	ou enter above	EFFECTIVE DATE:						
	AMENDED APPLICATIO	N FOR CERTIE	FICATE OF AUTHORITY						

AMENDED APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN MICHIGAN

For use by Foreign Corporations (Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following

- Amended Application:

 1. The name of the corporation is: RIZZO ENVIRONMENTAL SERVICES, INC.
- 2. If the name in Item 1 was not available for use in Michigan, the assumed name adopted when obtaining the Certificate of Authority is:
- 3. The identification number assigned by the Bureau is: 60413H.
- It is incorporated under the laws of DELAWARE,
- 5. The corporation was authorized to transact business in Michigan on August 21, 2012
- 6. The period of its duration (corporation term) is perpetual.

•	Licensing Bureau are 10	0.0	as of	vith the Corporations, Securities & Commercial November 4, 2016	
b)	The shares attributable to I Licensing Bureau are: 60	Michigan as currently ,000	on the re	cords of the Corporations, Securities & Commercial	
c)	If the total authorized stock has changed, the total authorized shares of the corporation are				
	The effective date of the st	ock change was the _		day of	
d)	For year ending	/ the app	ortionme	nt percentage from the most recently filed Michigan	
	tax return is:	%.			

11/07/2016 4:17PM (GMT-05:00)

RECEIVED: 2016-11-07 16:46:25 (GMT -05:00)

1	If the name of the corporation has ch	anged, its new name is:						
	GFL Environmental USA Inc.							
	the effective date of the name change name change was made in compliance	e was the <u>26th</u> day of <u>O</u> ce with the laws of the jurisdict	ctober Ion of its incorporati	2016 and the				
9. Complete this Item only if the new name in Item 8 is not available for use in Michigan. The assume the corporation to be used in all its dealings with the Bureau and in the transaction of its business in								
10.	If the assumed name in Item 2 has o	changed, the new name is:						
11.	The name of the resident agent at th	e registered office is: Richa	ırd P. Manczak					
	The address of its registered office in	ı Michigan is:						
	39500 High Pointe Boulevard	d, Suite 350 Novi	, Mi	chigan <u>48313</u> (Zip Code)				
	The mailing address of the registere		than above is:	(Zip Gade)				
	, and an analysis of the registers	a omeo in manigari, n ameren		chìgan				
	(Street Address or P.O. Box)	(City)	, 1711	(Zip Code)				
	The resident agent is an agent of the	corporation upon whom proc	ess against the corp	oration may be served.				
· · · · · · · · · · · · · · · · · · ·								
12.	The address of the main business or	headquarters office of the corp	poration is:					
12.	6200 Elmridge	•	MI	48313				
	6200 Elmridge (Street Address)	Sterling Heights (City)		48313 (Zip Code)				
	6200 Elmridge	Sterling Heights (City)	MI					
	6200 Elmridge (Street Address)	Sterling Heights (City)	MI					
13.	6200 Elmridge (Street Address) The mailing address if different than a (Street Address or P.O. Box)	Sterling Heights (City) bove is: (City) proposes to do in this State is	(State) (State)	(Zip Code) (Zip Code)				
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Delaware The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY "GFL ENVIRONMENTAL USA INC." IS DULY

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD

STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS

OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF NOVEMBER, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GFL ENVIRONMENTAL USA INC." WAS INCORPORATED ON THE THIRTEENTH DAY OF AUGUST, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

5197608 8300 SR# 20166438955

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jorges W Hustice Servetary of Island

Authentication: 203257829

Date: 11-01-16

RECEIVED: 2016-11-07 16:47:49 (GMT -05:00)

RESIDENTIAL REFUSE COLLECTION AND DISPOSAL CONTRACT RENEWAL

As provided in the Contract Term paragraph of the Residential Refuse Collection and Disposal Contract for the 2015 through 2019 calendar years between the Charter Township of Highland, whose address is 205 N. John Street, Highland, MI 48357, ("Township"), and Rizzo Environmental Services, Inc., now GFL Environmental USA, Inc. ("Contractor"), whose registered office address is 39500 High Pointe Blvd., Suite 250, Novi, MI 48313, and local address is 6200 Elmridge, Sterling Heights, MI 48313, is hereby renewed for an additional three (3) year term for the 2020, 2021, and 2022 calendar years at a monthly per residential unit Contract Price for each of those years of \$13.13.

Witnesses and Dates of Signatures	CHARTER TOWNSHIP OF HIGHLAND
Jennifer & Frederick Date: 2-14-19	By: Rick A. Hamill, Supervisor
KAREN M PROVO Date: 2-14-19	By: Tami Flowers, Clerk
Conole Parullage	GFL ENVIRONMENTAL USA, INC. By: LOU BERARDI CURT: Regional Vice President.

Charter Township of Highland

Extension of Residential Solid Waste Collection, Disposal, Yard Waste Collection Disposal & Curb Side Recycling Service Contract

This Agreement made and effective June 2,2021, by and between the Charter Township of Highland, a Michigan municipal corporation, whose offices are located at 205 N. John Street, Highland, Michigan hereinafter referred to as "Township and GFL Environmental USA Inc., ("GFL") whose offices are located at 26999 Central Park Boulevard, Suite 200, Southfield, MI 48076, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the Township in 2015, solicited bids for a Residential Solid Waste Collection, Disposal, Yard Waste Collection Disposal & Curb Side Recycling Service (the "Services") to be governed in accordance with the terms and conditions of the Invitation to Bid and Bid Package published by the City (the "Contract Documents").

WHEREAS, GFL's predecessor submitted a Proposal with a five (5) year term in accordance with the Contract Documents, which was accepted by the Township and confirmed in a contract dated September 11, 2015 ("Contract").

WHEREAS, the Township and GFL extended the Contract until December 31, 2022.

WHEREAS, the Township and Contractor seek to extend the Contract for an additional five (5) year term until December 31, 2027 in accordance with the terms proposed by GFL on March 10, 2021 (Exhibit 1) and approved on by the Township at its Township Meeting of April 15, 2021 (Exhibit 2).

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, as hereinafter set forth, the receipt of which is hereby acknowledged by both parties, it is agreed by and between the parties that all of the terms and conditions contained in the Contract Documents and Contract are reaffirmed and shall apply along with the following:

Residential Services

 January 1, 2023 through December 31, 2023 month 	\$13.52 per unit per
• January 1, 2024 through December 31, 2024 month	\$13.52 per unit per
• January 1, 2025 through December 31, 2025 month	\$13.52 per unit per
 January 1, 2026 through December 31, 2026 month 	\$13.79 per unit per
• January 1, 2027 through December 31, 2027	\$13.79 per unit per

month

In the Presence of:

CHARTER TOWNSHIP OF HIGHLAND

Rv:

Rick A. Hamill, Township Supervisor

DAWN MECKLENBORG

Dy.

Tami Flowers, Township Clerk

In the Presence of:

GFL ENVIRONMENTAL USA INC.

By

Lou Berardicurti, Regional Vice President

S:\G\GFL\Highland Township\Contract Extension.doc

Time: _____