



## AGENDA

Regular Meeting – Wednesday, January 13, 2016 – 9:30 a.m.

[Clawson City Hall Community Room, 425 N. Main St.](#)

1. Meeting Called to Order
2. A. Roll Call & Recognition of Visitors  
B. Public Comments
3. Approval of Agenda
4. Consent Agenda  
All items listed on the Consent Agenda are considered to be routine by the Board of Trustees, will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of these items unless a Board Member or visitor so requests, in which event the item will be removed from the consent agenda and considered as the last item of business.
  - A. Approval of Minutes – Regular Meeting – December 9, 2015
  - B. Approval of Warrants – No. RA 757
  - C. Renewal of Scale Software Maintenance Contract
  - D. Information Reports
    - 1) Tonnage Analysis – December 2015
    - 2) Tonnage Percentages – December 2015
    - 3) Budget Analysis – December 2015
    - 4) Budget Analysis – July 2015 – December 2015
    - 5) Financial Status Summary – December 2014 – December 2015
    - 6) Compost Delivered to Members
5. Administrative Reports (No Board Action Requested)
  - A. Collection Contracts

- B. Rate Projection for 2016/17
  - C. MRF Single Stream Conversion
  - D. Electronics Recycling
  - E. MDEQ Recycling Cart Grants
- 6. Future Business (Communication from Board Members)
  - 7. Items for Decision (Board Action Requested)
    - A. Post Closure Landfill Monitoring
    - B. Refuse Agreement with Dinverno Group
  - 8. Adjournment

*Notice: The Southeastern Oakland County Resource Recovery Authority will provide necessary, reasonable auxiliary aids and services, such as signers, for the hearing impaired, or audiotapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Southeastern Oakland County Resource Recovery Authority by writing or calling: General Manager's Office, 3910 W. Webster Road, Royal Oak, MI 48073; (248) 288-5150.*

# SOCRRA

Regular Meeting – December 9, 2015

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SOCRRA  
REGULAR MEETING MINUTES

Wednesday, December 9, 2015 – Southfield Municipal Campus – 26000 Evergreen Road, Room 111

The meeting was called to order at 9:30 a.m. by Mr. G. Rassel, Chair

<u>Present</u>	<u>Votes</u>	<u>Municipality</u>
D. Schueller (Alternate)	4	Berkley
C. Wilson	3	Beverly Hills
L. Wood (Alternate)	6	Birmingham
H. Drinkwine (Alternate)	3	Clawson
L. Cureton	6	Ferndale
A. LeCureaux	4	Hazel Park
A. Sullivan	3	Huntington Woods
K. Marten (Alternate)	1	Lathrup Village
R. Fortura	7	Oak Park
S. Pietrzak	1	Pleasant Ridge
G. Rassel	15	Royal Oak
T. Richnak	<u>14</u>	Troy
Total	68	

Absent

None

Also Present

J. A. McKeen, General Manager  
 R. Jackovich, Operations Manager  
 K. Bever, Executive Assistant  
 R. Davis, General Counsel  
 J. Bais-Dissesa, Pontiac  
 T. Jones, Hazel Park  
 C. Galed, Huntington Woods  
 B. Zee, Tringali Sanitation  
 M. VanNatter, Rizzo Services  
 P. Greve, Waste Management

-12513-

The Chair recognized visitors and called for public comment. There being no persons present who wished to be heard, the Chair closed the public comment segment.

-12514-

Motion by Mr. A. LeCureaux, supported by Mr. T. Richnak:

That the Agenda be approved as submitted.

Yeas: Schueller, Wilson, Wood, Drinkwine, Cureton, LeCureaux, Sullivan,  
Marten, Fortura, Pietrzak, Rassel, Richnak (68 votes)  
Nays: None  
Absent: None

**Motion carried.**

-12515-

#### **APPROVAL OF CONSENT AGENDA**

Motion by Mr. A. LeCureaux, supported by Mr. S. Pietrzak:

That the Consent Agenda be approved as Submitted.

#### **APPROVAL OF MEETING MINUTES – NOVEMBER 18, 2015**

That the November 18, 2015 Regular Meeting Minutes be approved.

#### **APPROVAL OF WARRANTS – NO. RA-756**

That Warrant No. RA-756 in the amount of \$1,379,641.97 be approved and payments authorized.

#### **INFORMATION REPORTS**

That the monthly information reports be received and filed.

#### **ROLL CALL VOTE**

Yeas: Schueller, Wilson, Wood, Drinkwine, Cureton, LeCureaux, Sullivan,  
Marten, Fortura, Pietrzak, Rassel, Richnak (68 votes)  
Nays: None  
Absent: None

**Motion carried.**

Jeff McKeen presented Jane Bais-DiSessa with a Resolution of Appreciation plaque for representing the City of Berkley on the SOCRRA Board for the last 14 years. Jane has accepted a new job as the Deputy Mayor of the City of Pontiac.

-12516-

Motion by Mr. S. Pietrzak, supported by Mr. A. LeCureaux:

That the report on Collection Contracts be received and filed.

Yeas: Schueller, Wilson, Wood, Drinkwine, Cureton, LeCureaux, Sullivan,  
Marten, Fortura, Pietrzak, Rassel, Richnak (68 votes)  
Nays: None  
Absent: None

**Motion carried.**

-12517-

Motion by Mr. L. Cureton, supported by Mr. D. Schueller:

That the report on the MRF Single Stream Conversion is received and filed.

Yeas: Schueller, Wilson, Wood, Drinkwine, Cureton, LeCureaux, Sullivan,  
Marten, Fortura, Pietrzak, Rassel, Richnak (68 votes)  
Nays: None  
Absent: None

**Motion carried.**

-12518-

Motion by Mr. S. Pietrzak, supported by Ms. L. Wood:

That the report on the Recycling Bin Blitz – November 2015 be received and filed.

Yeas: Schueller, Wilson, Wood, Drinkwine, Cureton, LeCureaux, Sullivan,  
Marten, Fortura, Pietrzak, Rassel, Richnak (68 votes)  
Nays: None  
Absent: None

**Motion carried.**

-12519-

Motion by Mr. A. LeCureaux, supported by Mr. T. Richnak:

That the report on Recycling Education be received and filed.

Yeas: Schueller, Wilson, Wood, Drinkwine, Cureton, LeCureaux, Sullivan,  
Marten, Fortura, Pietrzak, Rassel, Richnak (68 votes)

Nays: None

Absent: None

**Motion carried.**

-12520-

Motion by Mr. T. Richnak, supported by Mr. A. LeCureaux:

That SOCRRA enter into Temporary/Interim Services Agreements with eCycle Opportunities and Great Lakes Electronics.

Yeas: Schueller, Wilson, Wood, Drinkwine, Cureton, LeCureaux, Sullivan,  
Marten, Fortura, Pietrzak, Rassel, Richnak (68 votes)

Nays: None

Absent: None

**Motion carried.**

As recommended by the Board, SOCRRA staff will move forward with restricting electronics drop off to SOCRRA residents and businesses only.

-12521-

Motion by Mr. L. Cureton, supported by Mr. A. LeCureaux:

That the meeting be adjourned.

Yeas: Schueller, Wilson, Wood, Drinkwine, Cureton, LeCureaux, Sullivan,  
Marten, Fortura, Pietrzak, Rassel, Richnak (68 votes)

Nays: None

Absent: None

**Motion carried.**

The Chair ordered the meeting adjourned at 10:08 a.m.

APPROVED: \_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary



S O C R R A				
CHECKS FOR THE MONTH OF:				
DECEMBER 2015				
CHECK	PAYEE	AMOUNT	PURPOSE	
<b>Account: 1009</b>				
066818	VC I645 Void Check	-350.74	Void Check	
066976	CK A390 AIS	592.50	Maintenance of Equipment MRF	
066977	CK B175 B & H Machine	186.40	Maintenance of Equipment MRF	
066978	CK C139 Car Trucking	94,871.30	Collection Contract	
066979	CK C139 Car Trucking	7,683.60	Hauling Leaves	
066980	CK C139 Car Trucking	6,117.15	Hauling Leaves	
066981	CK C243 Cintas Corporation	59.77	Maintenance of Building MRF	
066982	CK C765 Contract Welding	52.00	Maintenance of Equipment TS	
066983	CK D291 Detroit Edison	74.84	Electric Service	
066984	CK F692 Fleet Pride	95.20	Maintenance of Equipment TS	
066985	CK H210 Harbor Freight Tools	102.61	Tools CS	
066986	CK H775 The Home Depot	225.51	Maint of Rental Property/Maint of Equipment TS	
066987	CK K714 K & K Maintenance Supply, Inc.	32.75	Supplies MRF	
066988	CK L214 Latigo Transport	1,188.00	Hauling Compost	
066989	CK M280 Mayo Welding & Fabricating Co	540.00	Maintenance of Equipment MRF	
066990	CK M496 Michigan Municipal Risk	3,456.97	Electric Service	
066991	CK M507 Midwest Laboratories, Inc.	16.96	Compost Testing CS	
066992	CK N334 Nesco	3,388.43	Temporary MRF Labor	
066993	CK P812 Propane Services	87.50	Supplies MRF	
066994	CK R380 Republic Services	1,293.72	Refuse Pick Up Rental Properties	
066995	CK R400 Resource Recycling	7,820.00	Recycling Consulting	
066996	CK R600 Rizzo Services	69,000.00	Collection Contract	
066997	CK R650 RKA Petroleum Cos., Inc.	1,195.30	Fuel TS/MRF	
066998	CK R930 Rubberedge LLC	1,343.19	Maintenance of Equipment MRF	
066999	CK S275 S.D.M. Enterprises, Inc.	447.00	Maintenance of Equipment TS	
067000	CK S415 Sentech Skilled Trade Services, Inc.	17,801.68	Temporary MRF Labor	
067001	CK S450 Setco	1,551.03	Maintenance of Equipment TS	
067002	CK S761 Smoracy, LLC	786.01	Maintenance of Equipment CS	
067003	CK S834 Stansley Industries, Inc.	9,120.00	Hauling Leaves	
067004	CK T823 Total Trailer	126.76	Maintenance of Equipment CS	
067005	CK T935 Tringali Sanitation	4,900.00	Hauling MRF DOCR	
067006	CK T935 Tringali Sanitation	52,822.69	Collection Contract	
067007	CK T935 Tringali Sanitation	22,838.54	Collection Contract	
067008	CK T935 Tringali Sanitation	3,025.00	Commercial Recycling	
067009	CK T935 Tringali Sanitation	550.00	Commercial Recycling	
067010	CK R275 Barry Reeder	161.85	Reimbursement Maintenance of Equipment MHTS	
067011	CK C139 Car Trucking	1,943.50	Hauling Leaves	
067012	CK C139 Car Trucking	4,993.20	Hauling Leaves	

S O C R R A		CHECKS FOR THE MONTH OF:		
		DECEMBER 2015		
CHECK	PAYEE	AMOUNT	PURPOSE	
067013	CK C139 Car Trucking	37,468.71	Collection Contract	
067014	CK D238 Davis Listman PLLC	3,975.75	Legal Services	
067015	CK D290 Detroit Edison	205.12	Electric Service	
067016	CK D850 Durst Lumber Company	2.78	Maintenance of Rental Property	
067017	CK H775 The Home Depot	115.16	Maintenance of Building MHTS	
067018	CK K708 Kirk, Huth & Lange & Badalamenti PLC	385.00	Legal Services	
067019	CK M190 The City of Madison Heights	84.36	Water/Sewer Services	
067020	CK M220 Main's Landscape Supply	475.86	Maintenance of Rental Property	
067021	CK M252 Mannik & Smith	1,988.61	Maintenance of LF	
067022	CK M255 Maple Press LLC	538.00	Public Education	
067023	CK M345 MERS Retirement Healthcare Funding Vehicle	10,000.00	Contribution to Healthcare Funding Vehicle	
067024	CK M895 Reimburse Retiree Healthcare	95.63	Retiree Healthcare Reimbursement	
067025	CK N334 Nesco	2,500.56	Temporary MRF Labor	
067026	CK R600 Rizzo Services	69,272.68	Collection Contract	
067027	CK R600 Rizzo Services	962.50	Cardboard Recycling	
067028	CK S765 S O C W A	19,453.55	Reimburse SOCWA Payroll	
067029	CK T935 Tringali Sanitation	81,637.66	Collection Contract	
067030	CK T935 Tringali Sanitation	14,027.09	Collection Contract	
067031	CK T935 Tringali Sanitation	9,837.52	Collection Contract	
067032	CK T935 Tringali Sanitation	10,120.00	Commercial Recycling	
067033	CK M181 Macomb County Reimburse Dept.	34.88	Employee Court	
067034	CK T290 Teamsters Local #214	805.00	Union Dues	
067035	CK B255 Basic	250.00	Retiree Healthcare Reimbursement	
067036	ZC I645 Void Check	0.00	Void Check	
067037	CK C717 Comcast Cable	162.64	Internet Security	
067038	CK A208 Advanced Disposal Service	261,819.12	Refuse Collection and Disposal	
067039	CK B313 The City of Berkley	138.00	Bin Blitz Cost Share	
067040	CK B318 The Village of Beverly Hills	93.00	Bin Blitz Cost Share	
067041	CK B479 City of Birmingham	36.00	Bin Blitz Cost Share	
067042	CK C139 Car Trucking	3,765.85	Hauling Leaves	
067043	CK C139 Car Trucking	6,893.96	Hauling Leaves	
067044	CK C760 Consumers Energy	334.81	Gas Service	
067045	CK D290 Detroit Edison	30.52	Electric Service	
067046	CK F350 City of Ferndale	144.00	Bin Blitz Cost Share	
067047	CK H300 The City of Hazel Park	117.00	Bin Blitz Cost Share	
067048	CK H775 The Home Depot	118.00	Maintenance of Rental Property	
067049	CK I645 Infoview Systems, Inc.	386.81	Maintenance of Building MRF	
067050	CK J129 J.H. Hart Urban Forestry	26,226.00	Brush Chipping	
067051	CK K525 Kansas State Bank	6,547.46	Progress Payment Equipment Purchase	

S O C R R A				
CHECKS FOR THE MONTH OF:				
DECEMBER 2015				
CHECK	PAYEE	AMOUNT	PURPOSE	
067052	CK L218 The City of Lathrup Village	42.00	Bin Blitz Cost Share	
067053	CK M349 Metal Mart USA	44.61	Maintenance of Equipment CS	
067054	CK M460 Michigan Graphics & Awards	100.00	Appreciation Plaque	
067055	CK M500 MI Municipal Workers Comp	1,005.00	Workers Comp Payroll Audit	
067056	CK O195 The City of Oak Park	54.00	Bin Blitz Cost Share	
067057	CK R880 The City of Rochester Hills	10,690.27	Sewer Service LF	
067058	CK R905 The City of Royal Oak	234.00	Bin Blitz Cost Share	
067059	CK S761 Smoracy, LLC	968.91	Maintenance of Equipment CS	
067060	CK S765 S O C W A	11,895.10	Reimburse SOCWA Payroll	
067061	CK T860 The City of Troy	798.00	Bin Blitz Cost Share	
067062	CK T935 Tringali Sanitation	241,512.11	Collection Contract	
067063	CK B308 Karen Bever	147.76	Reimburse Petty Cash	
067064	CK M340 MERS of Michigan	15,096.93	Defined Benefit	
067065	CK M340 MERS of Michigan	1,365.78	Defined Contribution	
067066	CK M462 Michigan First Credit Union	670.11	Maintenance of Rental Property	
067067	CK M462 Michigan First Credit Union	624.30	Recycles Day Supplies/Maintenance of Equipment	
067068	CK A350 Airgas Great Lakes	148.42	Supplies MRF/TS	
067069	CK A650 Association Benefits Company	16,846.31	Employee Health Insurance	
067070	CK D291 Detroit Edison	2,612.84	Electric Service	
067071	CK G800 Guardian Alarm	145.00	Maintenance of Building MHTS	
067072	CK H775 The Home Depot	191.76	Supplies MRF	
067073	CK R380 Republic Services	169.08	Refuse Pickup - Rental Properties	
067074	CK R880 The City of Rochester Hills	8.22	Water/Sewer Service CS	
067075	CK M181 Macomb County Reimburse Dept.	34.88	Employee Court	
067076	CK M342 MERS HCSP	990.74	Contributions to Healthcare Savings Plans	
067077	CK M342 MERS HCSP	990.74	Contributions to Healthcare Savings Plans	
067078	CK A160 Accent Wire Products	12,492.89	Maintenance of Equipment MRF Supplies	
067079	CK C139 Car Trucking	93.60	Recycling Collection	
067080	CK C139 Car Trucking	393.00	Recycling Collection	
067081	CK C139 Car Trucking	80,048.09	Collection Contract	
067082	CK C139 Car Trucking	1,014.00	Hauling Leaves	
067083	CK C139 Car Trucking	4,993.20	Hauling Leaves	
067084	CK C243 Cintas Corporation	179.31	Maintenance of Building MRF	
067085	CK C760 Consumers Energy	2,440.15	Gas Service	
067086	CK C770 Contractors Clothing Co	8,044.76	Uniforms	
067087	CK F730 Frazz/Forklifts	126.76	Maintenance of Equipment MRF	
067088	CK H775 The Home Depot	51.70	Maintenance of Building MHTS	
067089	CK J140 J & J Ace Hardware	10.92	Maintenance of Building CS	
067090	CK J257 Jay's Septic Tank Service	180.00	Maintenance of Equipment TS	

S O C R R A			
CHECKS FOR THE MONTH OF:			
DECEMBER 2015			
CHECK	PAYEE	AMOUNT	PURPOSE
067091	CK L214 Latigo Transport	1,584.00	Hauling Compost
067092	CK L925 Lyden Oil Company	316.45	Maintenance of Equipment MRF
067093	CK M184 Macomb Wholesale	262.98	Supplies MRF
067094	CK M450 Michigan Cat	5,556.86	Maintenance of Equipment TS
067095	CK M496 Michigan Municipal Risk	5,492.96	Electric Service
067096	CK N334 Nesco	8,624.22	Temporary MRF Labor
067097	CK O560 O'Reilly Auto Parts	28.99	Maintenance of Equipment MRF
067098	CK P812 Propane Services	212.50	Supplies MRF
067099	CK R215 ReCommunity	1,129.24	Single Stream Recycling
067100	CK R400 Resource Recycling	6,027.50	Recycling Consulting
067101	CK R600 Rizzo Services	69,000.00	Collection Contract
067102	CK R650 RKA Petroleum Cos., Inc.	3,494.34	Fuel TS/MRF
067103	CK R920 Rose Pest Solutions	90.00	Maintenance of Building MHTS/TS
067104	CK S415 Sentech Skilled Trade Services, Inc.	23,555.91	Temporary MRF Labor
067105	CK S547 Silva Mechanical LLC	465.48	Maintenance of Building MHTS
067106	CK S764 S O C W A	5,335.39	Reimburse SOCWA for Gas Usage 2014-2015
067107	CK S765 S O C W A	15,000.00	Office Space Rental - Progress Payment
067108	CK S765 S O C W A	195,815.00	Reimburse for Contribution to MERS Admin Retirement
067109	CK S833 Standard Insurance Company	67.26	Employee Life Insurance
067110	CK S865 Sterling Truck Sales	35.00	Maintenance of Equipment TS
067111	CK S873 Supply Den	295.12	Supplies MRF/TS
067112	CK T865 City of Troy - Water	1,229.42	Water/Sewer Service TS/MRF
067113	CK T935 Tringali Sanitation	3,520.00	Commercial Recycling
067114	CK T935 Tringali Sanitation	2,200.00	Commercial Recycling
067115	CK T935 Tringali Sanitation	60.00	Refuse Pickup CS
067116	CK T935 Tringali Sanitation	53,706.46	Collection Contract
067117	CK T935 Tringali Sanitation	41,329.22	Collection Contract
		<b>\$1,753,079.36</b>	
	<b>Account Total:</b>		
<b>Account: 1013</b>			
006190	CK R375 Reliable Compactor Service	11,213.65	Compactor Upgrades TS
006191	CK R400 Resource Recycling	17,887.50	Single Stream Project
006192	CK A416 All About Plumbing, Inc.	275.00	Maintenance of Rental Property - 1401 Parke
006193	CK M728 Motor City Construction	4,549.00	Maintenance of Rental Property - 1770 School
006194	CK H775 The Home Depot	454.10	Maintenance of Rental Property - 1770 School
006195	CK M526 Milford Salvage Iron & Metal Co., Inc.	1,626.00	Demolition of Rental Property - 1774 School
006196	CK B180 B.W. Layman & Sons, Inc.	886.00	Demolition of Rental Property - 1774 School
006197	CK H775 The Home Depot	518.36	Maintenance of Rental Property - 1770 School
006198	CK S813 Spartan Fence	5,200.00	New Fence TS

S O C R R A			
CHECKS FOR THE MONTH OF:			
DECEMBER 2015			
CHECK	PAYEE	AMOUNT	PURPOSE
006199 CK D260	Delwood Supply	439.91	Maintenance of Rental Property - 1770 School
006200 CK R400	Resource Recycling	4,454.55	Single Stream Project
	<b>Account Total:</b>	<b>\$47,504.07</b>	
<b>Account: 1001</b>			
001844 CK P327	Employee Medical, Optical, Dental Reimbursement	1,453.20	Employee Medical, Optical, Dental Reimbursement
	<b>Account Total:</b>	<b>\$1,453.20</b>	
		<b>Report Total:</b>	<b>\$1,802,036.63</b>
<b>SUMMARY OF PAYMENTS</b>			
1009	OPERATION & MAINTENANCE FUND	1,753,079.36	
1013	IMPROVEMENT FUND	47,504.07	
1001	DENTAL FUND	1,453.20	
	<b>TOTAL:</b>	<b>\$1,802,036.63</b>	
I HEREBY CERTIFY THAT I HAVE EXAMINED THE INVOICES COVERED BY THE ABOVE VOUCHERS FOR RECEIPT OF MATERIALS OR SERVICES RENDERED AND THAT THE PRICES AND COMPUTATIONS ARE CORRECT.			
<b>Treasurer</b>			<b>General Manager</b>
The payments listed above were presented to the Board of Trustees and were reviewed with no objection on January 13, 2015.			
			Secretary

December 14, 2015

Board of Trustees  
SOCRRA

Subject: Renewal of Scale Software Maintenance Contract

Board Members:

The existing maintenance contract for the scale software used at the MRF and the transfer stations expires as of January 31, 2016. Under this contract, this vendor also hosts the web sites for both Authorities, provides our e-mail service and supports the computer network between our locations. We are proposing to renew the existing contract for a 12 month period under the same terms and conditions and for the same annual rate as contained in our previous contract. A copy of the proposed contract is attached. This contract was based on our standard contractual language and was reviewed with Mr. Davis. We are recommending "Infoview Contract C" for a 12 month period at a total cost of \$5,415.00. This option gives us 5 hours of programming support per month, which is about the level that we have been using.

I am recommending that this contract be approved.

Respectfully submitted:

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Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That, pursuant to the *Professional Services* provision of the Authority's Purchasing Policy, the Board authorize the General Manager to sign a one year Software Maintenance Agreement with Infoview Systems for a total cost of \$5,415.00 for the period February 1, 2016 to January 31, 2017."

## **SOFTWARE MAINTENANCE AGREEMENT**

This Agreement made the 13th day of January 2016, between the Southeastern Oakland County Resource Recovery Authority (“SOCRRA”) and Infoview Systems, Inc. (“CONSULTANT”).

### **SECTION 1 - ASSIGNMENT**

SOCRRA wishes CONSULTANT to provide software maintenance for the professional fee not to exceed the amount set forth below in Section 5.

### **SECTION 2 - BASIC SERVICES**

#### **2.1 General Description of Assignment**

CONSULTANT provided a proposal dated March 10, 2008, attached, and incorporated by reference herein, that sets forth the requisite work to be performed under the terms of this Agreement. SOCRRA has selected “Infoview Contract C” with the 12 month fee from the Service Options listed in the proposal dated March 10, 2008.

### **SECTION 3 – SOCRRA’S RESPONSIBILITIES**

SOCRRA shall make available:

- All criteria and full information as to SOCRRA’s requirements and designate a person with authority to act on SOCRRA’s behalf on all matters concerning the Assignment described in Section 2.1 above;
- All existing studies, reports, operating records and other available data in the office and CONSULTANT shall be entitled to rely upon all such information in performing services under this agreement;
- Access for CONSULTANT to enter upon public and private property as required to perform services under this agreement; and

### **SECTION 4 - PERIOD OF SERVICE**

CONSULTANT shall start performing services beginning February 1, 2016 and complete the Assignment as of January 31, 2017.

### **SECTION 5 – PAYMENT**

SOCRRA shall pay CONSULTANT for services rendered on a time-and-materials basis. Payment shall be made within 30 days of invoice submittal. Fees shall not exceed \$5,415 for services covered under the Agreement defined in 2.1 above.

## **SECTION 6 – HOLD HARMLESS**

- 6.1 CONSULTANT agrees to hold SOCRRA harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by an employee of SOCRRA, or any other person, which arises out of or pursuant to the CONSULTANT's negligence or other tortious acts.
- 6.2 CONSULTANT undertakes and assumes all risk of dangerous conditions in all places, other than SOCRRA's premises, where it will be performing the Services, and will assume responsibility for making such investigations the CONSULTANT deems necessary in order to determine whether such places are safe for the performance of the Services. The CONSULTANT also agrees to waive and release any claim or liability against SOCRRA for personal injury or property damage sustained by it or its Associates for personal injury or property damages while performing under the Contract.
- 6.3 In the event any action or proceeding shall be brought against SOCRRA by reason of any claim covered hereunder, the CONSULTANT, upon notice from SOCRRA, will at the CONSULTANT's sole cost and expense, resist and defend the same. SOCRRA may, at their discretion and upon notice to the CONSULTANT, resist and defend any such action or proceeding brought against SOCRRA at their own expense without diminishing CONSULTANT's indemnity obligations arising under this Contract.
- 6.4 CONSULTANT agrees that it is the CONSULTANT's responsibility and not the responsibility of SOCRRA to safeguard the property and materials that the CONSULTANT or any of the CONSULTANT's Associates use or have in their possession while performing under this Contract. Further, the CONSULTANT agrees to hold SOCRRA harmless for any loss of such property and materials used by any such persons pursuant to the CONSULTANT's performance under this Contract or which is in their possession.
- 6.5 The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or other benefits.
- 6.6 The indemnification obligation under this Section shall survive the termination or expiration of this Contract, and all amendments and restatements hereto.

## **SECTION 7 - INSURANCE**

CONSULTANT shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to SOCRRA.

- 7.1 Workers' Compensation Insurance: The CONSULTANT shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 7.2 Commercial General Liability Insurance: The CONSULTANT shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.



Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

- 7.3 Motor Vehicle Liability: The CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 7.4 Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that: “the following shall be Additional Insureds. The Southeastern Oakland County Resource Recovery Authority, all elected and appointed officials of this constituent organization, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.”
- 7.5 Cancellation Notice: Workers’ Compensation Insurance, Commercial General Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: SOCRRA General Manager, 3910 W. Webster Road, Royal Oak, MI 48073.”
- 7.6 Professional Liability: The CONSULTANT shall procure and maintain during the life of this contract, a separate Professional Liability Policy with limits of liability not less than \$1,000,000 per occurrence and/or aggregate. SOCRRA shall be “Named Insured” on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- 7.7 Proof of Insurance Coverage: The CONSULTANT shall provide SOCRRA with the following certificates and policies, at the time copies of the executed contract are returned:
  - a. Two (2) copies of Certificate of Insurance for Workers’ Compensation Insurance;
  - b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
  - c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
  - d. Two (2) copies of Certificate of Insurance for Professional Liability Insurance.
  - e. If so requested, Certified Copies of all policies mentioned above will be furnished.
- 7.8 If any of the above coverages expire during the term of this contract, the CONSULTANT shall deliver renewal certificates and/or policies to SOCRRA at least ten (10) days prior to the expiration date.

**SECTION 8 - MISCELLANEOUS**

- 8.1 The obligation to provide further services under this Agreement may be terminated (a) by SOCRRA with cause upon thirty days' written notice to CONSULTANT and (b) by CONSULTANT for cause upon thirty days' written notice to SOCRRA. In the event of any termination, CONSULTANT will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.
- 8.2 SOCRRA and CONSULTANT, and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this Agreement.
- 8.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than SOCRRA and CONSULTANT.
- 8.4 This Agreement constitutes the entire Agreement between SOCRRA and CONSULTANT and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement may only be amended, supplemented, modified or canceled by a duly executed, written instrument.
- 8.5 This Agreement shall be construed in accordance with Michigan law.
- 8.6 CONSULTANT shall maintain its work product and all information generated under this Agreement, confidential and shall not release the work product or information to any third party unless authorized to do so by SOCRRA, or if compelled by law.
- 8.7 SOCRRA agrees not to solicit for employment, or employ, any employee of the CONSULTANT during the term of this agreement without the explicit written consent of the CONSULTANT.
- 8.8 The CONSULTANT shall be entitled to a minimum of ½ hour telephone support charge per consultation and 1 hour onsite fee per consultation. Remaining time is rounded up to the nearest ¼ hour per consultation.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of January 13, 2016.

SOCRRA

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Contracts

<b>SERVICE OPTION</b>	<b>MONTHLY FEE</b>	<b>ANNUAL FEE</b>
<b>Infoview Contract A</b> <ul style="list-style-type: none"> <li>• 0 Hours Per Month</li> <li>• \$110 / standard hour</li> <li>• \$165 / non-standard hour</li> <li>• \$220/ premium hour</li> </ul>	NA	NA
<b>Infoview Contract B</b> <ul style="list-style-type: none"> <li>• 2 Standard Hours Per Month</li> <li>• \$100 / standard hour</li> <li>• \$150 / non-standard hour</li> <li>• \$200 / premium hour</li> <li>• Prepay and get a 5% discount</li> </ul>	\$200.00	\$2,400.00 (-5%) <hr/> \$2,280.00  Savings of \$120.00
<b>Infoview Contract C</b> <ul style="list-style-type: none"> <li>• 5 Standard Hours Per Month</li> <li>• \$100 / standard hour</li> <li>• \$150 / non-standard hour</li> <li>• \$200 / premium hour</li> <li>• Prepay annually and get a 5% discount</li> </ul>	\$475.00	\$5,700.00 (-5%) <hr/> \$5,415.00  Savings of \$285.00
<b>Infoview Contract D</b> <ul style="list-style-type: none"> <li>• 10 Standard Hours Per Month</li> <li>• \$95 / standard hour</li> <li>• \$142.50 / non-standard hour</li> <li>• \$190 / premium hour</li> <li>• Prepay annually and get a 5% discount</li> </ul>	\$900.00	\$10,800.00 (-5%) <hr/> \$10,260.00  Savings of \$540.00
<b>Infoview Contract E</b> <ul style="list-style-type: none"> <li>• 20 Standard Hours Per Month</li> <li>• \$90 / standard hour</li> <li>• \$135 / non-standard hour</li> <li>• \$180 / premium hour</li> <li>• Prepay annually and get a 5% discount</li> </ul>	\$1,800.00	\$21,600.00 (-5%) <hr/> \$20,520.00  Savings of \$1,080.00

**Standard hours:** 7:00 AM - 6:00 PM EST Monday through Friday  
**Non-Standard:** 6:00 PM - 7:00 AM EST Monday through Friday  
 7:00AM - 7:00 PM EST Saturday  
**Premium hours:** 7:00PM EST Saturday - 7:00 AM Monday  
**Holidays:** Rate above X 1.5

The information contained in this agreement may be confidential and may also be subject to the client privilege or may constitute privileged work product. The information is intended only for the use of the individual or entity to whom it is addressed. Any use, dissemination, distribution or copying of this communication may be subject to legal restriction or sanction from this date forward to infinity.

TONNAGE ANALYSIS

DECEMBER

	MSW			Compost			Recyclables			Total		
	2013	2014	2015	2013	2014	2015	2013	2014	2015	2013	2014	2015
<u>Municipality</u>												
Berkley	447.35	483.80	475.57	159.99	257.34	247.11	104.49	101.05	104.77	711.83	842.19	827.45
Beverly Hills	382.03	401.19	315.47	243.41	392.56	99.73	125.93	114.07	123.67	751.37	907.82	538.87
Birmingham	709.91	798.72	902.59	1,116.97	543.18	714.19	178.19	188.01	224.19	2,005.07	1,529.91	1,840.97
Clawson	352.62	444.90	464.86	48.88	62.03	89.28	66.98	74.52	82.03	468.48	581.45	636.17
Ferndale	774.36	860.61	900.37	794.36	351.88	439.92	134.26	145.94	182.32	1,702.98	1,358.43	1,522.61
Hazel Park	615.12	621.61	529.02	162.97	189.95	172.20	57.85	56.29	53.75	835.94	867.85	754.97
Huntington Woods	194.95	211.26	178.96	366.38	294.34	295.81	105.60	115.22	103.38	666.93	620.82	578.15
Lathrup Village	119.56	119.80	121.03	241.30	193.48	196.20	17.47	17.67	22.04	378.33	330.95	339.27
Oak Park	722.16	766.85	835.70	599.53	485.83	491.91	63.21	65.61	81.13	1,384.90	1,318.29	1,408.74
Pleasant Ridge	68.33	88.00	71.14	218.75	245.86	176.52	23.11	27.92	27.13	310.19	361.78	274.79
Royal Oak	1,766.28	1,925.38	2,103.53	1,516.35	1,402.16	1,251.70	365.08	397.32	405.23	3,647.71	3,724.86	3,760.46
Troy	2,227.30	2,467.81	2,589.13	365.55	431.07	410.00	468.41	488.92	541.22	3,061.26	3,387.80	3,540.35
	8,379.97	9,189.93	9,487.37	5,834.44	4,849.68	4,584.57	1,710.58	1,792.54	1,950.86	15,924.99	15,832.15	16,022.80
Other Customers	<u>2,074.19</u>	<u>2,475.45</u>	<u>2,866.24</u>	<u>88.32</u>	<u>148.29</u>	<u>170.69</u>	<u>37.88</u>	<u>48.28</u>	<u>38.49</u>	<u>2,200.39</u>	<u>2,672.02</u>	<u>3,075.42</u>
Authority	10,454.16	11,665.38	12,353.61	5,922.76	4,997.97	4,755.26	1,748.46	1,840.82	1,989.35	18,125.38	18,504.17	19,098.22

**SOCRRA**

<b>TONNAGE PERCENTAGES</b>			
<b>Dec-15</b>			
<b>Municipality</b>	<b>MSW</b>	<b>Compost</b>	<b>Recyclables</b>
	Percentage of City's Total Waste Stream	Percentage of City's Total Waste Stream	Percentage of City's Total Waste Stream
Berkley	57%	30%	13%
Beverly Hills	58%	19%	23%
Birmingham	49%	39%	12%
Clawson	73%	14%	13%
Ferndale	59%	29%	12%
Hazel Park	70%	23%	7%
Huntington Woods	31%	51%	18%
Lathrup Village	36%	58%	6%
Oak Park	59%	35%	6%
Pleasant Ridge	26%	64%	10%
Royal Oak	56%	33%	11%
Troy	73%	12%	15%

**S O C R R A**  
**BUDGET ANALYSIS**  
December-15

<u>REVENUES</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCES</u>
MUNICIPAL SOLID WASTE MEMBERS	\$1,395,115.00	\$1,411,119.22	\$16,004.22
MUNICIPAL SOLID WASTE OTHERS	55,000.00	114,486.18	59,486.18
YARD WASTE OTHERS	1,000.00	14,201.20	13,201.20
	<u>\$1,451,115.00</u>	<u>\$1,539,806.60</u>	<u>\$88,691.60</u>
<b>SALE OF RECYCLABLE MATERIALS</b>			
PAPER	\$51,000.00	\$36,749.48	(\$14,250.52)
BOXBOARD	18,000.00	16,311.77	(\$1,688.23)
CARDBOARD	4,500.00	3,713.69	(786.31)
PLASTIC	44,000.00	17,357.75	(26,642.25)
SCRAP METAL	6,500.00	0.00	(6,500.00)
TIN CANS	10,000.00	0.00	(10,000.00)
NON-FERROUS METAL	1,500.00	100.00	(1,400.00)
GLASS	1,500.00	368.00	(1,132.00)
BATTERIES	400.00	0.00	(400.00)
USED ELECTRONICS	2,000.00	2,689.41	689.41
	<u>\$139,400.00</u>	<u>\$77,290.10</u>	<u>(\$62,109.90)</u>
<b>OTHER INCOME</b>			
COMPOST SALES	\$2,000.00	\$3,034.00	\$1,034.00
INTEREST ON INVESTMENTS	1,600.00	902.11	(697.89)
RENTAL OF HOMES	7,500.00	5,575.00	(1,925.00)
GRANTS	0.00	0.00	0.00
MISC INCOME	2,500.00	140.00	(2,360.00)
	<u>\$13,600.00</u>	<u>\$9,651.11</u>	<u>(\$3,948.89)</u>
<b>TOTAL REVENUES</b>	<u>\$1,604,115.00</u>	<u>\$1,626,747.81</u>	<u>\$22,632.81</u>
<b>EXPENSES</b>			
MADISON HEIGHTS FACILITY	\$44,250.00	\$22,656.33	(\$21,593.67)
TROY TRANSFER FACILITY	285,788.00	348,546.01	62,758.01
MATERIAL RECOVERY FACILITY	105,013.00	120,754.76	15,741.76
HOUSEHOLD HAZARDOUS WASTE	23,500.00	2,853.78	(20,646.22)
COMPOST FACILITY	43,700.00	29,328.77	(14,371.23)
ADMINISTRATIVE & GENERAL	72,070.00	112,059.79	39,989.79
COLLECTION CONTRACT EXPENSES	980,225.00	984,462.17	4,237.17
	<u>\$1,554,546.00</u>	<u>\$1,620,661.61</u>	<u>\$66,115.61</u>
<b>REVENUES OVER EXPENSES</b>	<u>\$49,569.00</u>	<u>\$6,086.20</u>	<u>(\$43,482.80)</u>

**S O C R R A**  
**BUDGET ANALYSIS**  
**JULY 1, 2015 THROUGH DECEMBER 31,2015**

<u>REVENUES</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCES</u>
MUNICIPAL SOLID WASTE MEMBERS	\$8,370,690.00	\$8,481,962.46	\$111,272.46
MUNICIPAL SOLID WASTE OTHERS	346,000.00	782,986.03	436,986.03
YARD WASTE OTHERS	42,000.00	83,211.17	41,211.17
	<u>\$8,758,690.00</u>	<u>\$9,348,159.66</u>	<u>\$589,469.66</u>
 <b>SALE OF RECYCLABLE MATERIALS</b>			
PAPER	\$255,000.00	\$182,850.18	(\$72,149.82)
BOXBOARD	88,000.00	80,971.70	(7,028.30)
CARDBOARD	22,500.00	21,124.75	(1,375.25)
PLASTIC	216,000.00	119,804.46	(96,195.54)
SCRAP METAL	32,500.00	15,726.97	(16,773.03)
TIN CANS	50,000.00	13,348.36	(36,651.64)
NON-FERROUS METAL	7,500.00	4,339.55	(3,160.45)
GLASS	5,500.00	368.00	(5,132.00)
BATTERIES	1,600.00	1,940.00	340.00
ELECTRONICS	10,000.00	8,288.22	(1,711.78)
	<u>\$688,600.00</u>	<u>\$448,762.19</u>	<u>(\$239,837.81)</u>
 <b>OTHER INCOME</b>			
COMPOST SALES	\$23,000.00	\$49,430.43	\$26,430.43
INTEREST ON INVESTMENTS	10,000.00	8,807.22	(1,192.78)
RENTAL OF HOMES	43,000.00	40,017.57	(2,982.43)
GRANTS	0.00	0.00	0.00
MISC INCOME	13,000.00	6,090.78	(6,909.22)
	<u>\$89,000.00</u>	<u>\$104,346.00</u>	<u>\$15,346.00</u>
 <b>TOTAL REVENUES</b>	 <u>\$9,536,290.00</u>	 <u>\$9,901,267.85</u>	 <u>\$364,977.85</u>
 <b>EXPENSES</b>			
MADISON HEIGHTS FACILITY	\$111,300.00	\$55,198.09	(\$56,101.91)
TROY TRANSFER FACILITY	1,175,278.00	1,389,658.11	214,380.11
MATERIAL RECOVERY FACILITY	641,784.00	630,339.06	(11,444.94)
HOUSEHOLD HAZARDOUS WASTE	144,400.00	132,207.21	(12,192.79)
COMPOST FACILITY	254,950.00	217,883.18	(37,066.82)
ADMINISTRATIVE & GENERAL	680,765.00	542,799.37	(137,965.63)
COLLECTION CONTRACT EXPENSES	4,670,894.00	4,236,309.25	(434,584.75)
COLLECTION & DISPOSAL FEES IN TRANSIT	1,828,834.00	2,143,161.13	314,327.13
	<u>\$9,508,205.00</u>	<u>\$9,347,555.40</u>	<u>(\$160,649.60)</u>
 <b>REVENUES OVER EXPENSES</b>	 <u>\$28,085.00</u>	 <u>\$553,712.45</u>	 <u>\$525,627.45</u>

## SOCRRA

### FINANCIAL STATUS SUMMARY

December 2014 - December 2015

<u>Date</u>	<u>Unrestricted Cash</u>	<u>Working Capital</u>	<u>% of Goal</u>
12/30/2014	2,428,814	2,003,961	141.2%
1/28/2015	2,148,932	2,160,660	152.3%
2/27/2015	1,818,743	2,032,057	143.2%
3/31/2015	1,745,297	2,066,070	145.6%
4/29/2015	1,848,384	2,411,960	170.0%
5/29/2015	1,806,234	2,361,379	166.4%
6/30/1915	2,123,148	2,346,370	165.3%
7/29/2015	1,764,621	2,407,152	171.3%
8/31/2015	2,375,460	2,285,655	162.6%
9/23/2015	2,184,268	2,420,683	172.3%
10/30/2015	2,379,689	2,267,971	161.4%
11/30/2015	2,600,508	2,197,988	156.4%
12/31/2015	2,300,905	1,951,283	138.9%



**COMPOST PRODUCED & DELIVERED**  
*October 1, 2015 to January 2, 2016*

<b>Community</b>	<b>Finished Compost Received (cu. yds.)</b>	<b>Estimated Value</b>
Berkley	0	\$0
Beverly Hills	0	\$0
Birmingham	0	\$0
Clawson	60	\$420
Ferndale	0	\$0
Hazel Park	0	\$0
Huntington Woods	0	\$0
Lathrup Village	60	\$420
Oak Park	60	\$420
Pleasant Ridge	0	\$0
Royal Oak	0	\$0
Troy	<u>120</u>	<u>\$840</u>
	300	\$2,100
SOCRRA activities	0	\$0
Rochester Hills residents	88	\$440
Cash Customers	493	\$2,465
Account Customers	2,325	\$11,625
Donations	66	\$330
<b>TOTAL YARDS</b>	<b>3,272</b>	

January 6, 2016

Board of Trustees  
SOCRRA

Subject: Collection and Disposal Contracts

Board Members:

Mr. Davis and I are in the process of scheduling follow-up meetings with the three collection contractors. These meetings are intended to address any concerns that the contractors have regarding the draft agreement and to address any other issues that the contractors have before they supply pricing to us. These meetings should be held during January.

We will also continuing to meet with each member community to review a few issues that have arisen during these contract discussions.

Mr. Davis and I have also begun working on some concepts for providing refuse service, including disposal, from the Troy Transfer Station. Our existing contract with Advanced Disposal also expires on June 30, 2017, although it can be extended for 10 years under existing terms and conditions at SOCRRA's sole discretion.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the report on Collection Contracts be received and filed."

January 6, 2016

Board of Trustees  
SOCRRA

Subject: Rate Projection for 2016/17

Board Members:

We have begun preparing our budget for 2016/17. We anticipate having the budget ready for review by the Board at the April Board meeting.

I am recommending that the communities use a 2% increase from their 2015/16 budgeted costs for planning purposes. The contract cost escalators appear to be between -0.2% and -3.9%, see discussion below, although the final CPI data for December will not be available until mid-January. The 2% assumption is conservative and will be reassessed during the preparation of our budget.

I am also recommending that the Board impose a \$1 per month per household surcharge in order to begin to generate the funding that will be required to purchase recycling carts for all of the households in the SOCRRA communities and to fund the conversion of the MRF to single stream operation. The costs of these two projects are not yet defined, but having some additional cash flow will make the project financing significantly easier.

The details behind the contract service costs projections are as follows:

- *Agreement and Membership Contract Under MCL 123.305*---“the **Total Service Charges** from 2007/2008 going forward are set not to increase greater than 3% annually, excluding an appropriate fuel adjustment to be negotiated”. This specification from SOCRRA’s membership contract (Section 5.A.3.a) has been embodied in each of the three collection contracts (Car, Rizzo, Tringali), the refuse hauling & disposal contract (Advanced Disposal) and the brush chipping contract (Hart Urban Forestry).
- The *Fuel Cost Adjustment* paid to each of SOCRRA’s contractors, effective July 1, 2016, is to be based on the US Department of Energy’s Midwest diesel fuel index at the end of the calendar year compared with the index at the start of the year. For 2015, this fuel index decreased by 32.5%. The *Rest of Proposed Cost Adjustment* is to be based on the Consumer Price Index of the Detroit Metropolitan area, comparing the end of the year index to that at the beginning of the year. The CPI increase is limited to a maximum of 3%.

The contractor service charge adjustments that will go into effect on July 1, 2016 are estimated in the chart below. The CPI data for December 2015 will not be published until mid-January 2016, so the chart uses the most recent data available, which is for October 2015. The diesel fuel cost used below is the actual cost for December 28, 2015.

Contractor	% of Service Charge subject to fuel cost adjustment	% of Service Charge subject to CPI adjustment	Service Charge adjustment formula	July 2016 Service Charge adjustment
Car Trucking	4%	96%	$(0.04*0.675)+(0.96*1.011)$	-0.2%
Rizzo Services	12%	88%	$(0.12*0.675)+(0.88*1.011)$	-2.9%
Tringali Sanitation	5%	95%	$(0.05*0.675)+(0.95*1.011)$	-0.6%
Advanced Disposal	15%	85%	$(0.15*0.675)+(0.85*1.011)$	-3.9%
Hart Urban Forestry	5%	95%	$(0.05*0.675)+(0.95*1.011)$	-0.6%

December 28, 2015 fuel index = \$2.163/gallon  
December 29, 2014 fuel index = \$3.206/gallon  
Fuel Cost Adjustment = - 32.5%

October 2015 CPI index = 220.506  
December 2014 CPI index = 218.083  
CPI Adjustment = +1.1%

Under the 2013 contract amendments, the total increase in costs due to both escalators is limited to 1.25% for Tringali Sanitation and 1.5% for Car Trucking. Rizzo Services' CPI cost escalator is limited to a maximum of 3.0%, while their fuel escalator is unlimited.

The fuel cost escalator language in our contracts ignores the changes during the year and only compares the fuel costs at the end of the year to those at the beginning of the year. After publication of the December 2015 CPI information, the service charge adjustment data will be completed and reviewed with the contractors.

As this report is for the Board's information, it may be received and filed.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the report on the Rate Projection for 2016/17 be received and filed."

January 6, 2016

Board of Trustees  
SOCRRA

Subject: MRF Single Stream Conversion

Board Members:

Responses to the MRF Single Stream RFP were due on December 22, 2015. A total of 6 complete responses were received. "No Bid" responses were received from Republic and Waste Management. We also received a financing proposal from Rizzo/Royal Oak Recycling that was supposed to be supporting a proposal from Sherbrooke, a vendor of recycling equipment. However, we have not received a proposal from Sherbrooke. A high level summary of the responses is presented below. SOCRRA staff and RRS are continuing to review the responses. Vendor questions will be sent out during the week of January 4 and vendor presentations will be conducted during the week of January 18. We plan to bring the final proposals to the February 10 Board meeting with a recommendation regarding contract negotiations.

Cost information is not included in this letter because substantial additional work is required to present the proposals on a comparable basis. Several proposals contain several alternates. The amount of work to be performed by SOCRRA also varies between proposals. However, the costs, as submitted, range from \$2.7 million to \$8.0 million.

The RFP provided 3 options: Design/Build, Design/Build Operate and Transfer of recyclables to another location for processing.

Design/Build proposals were received from:

Bulk Handling Systems (BHS), Eugene, Oregon proposed a 15 ton per hour (tph) single stream system with a modest amount of automation. The system would be constructed within the existing MRF building envelope. Construction would be completed by December 31, 2016.

RRT, Melville, New York and CP, proposed a 15 tph single stream system with a modest amount of automation. The system would be constructed within the existing MRF building envelope with a 700 square foot addition. RRT would be responsible for the entire project with CP supplying the recycling equipment. Construction would be completed by December 31, 2016.

FTC&H, Novi, MI and Green Machine, Baldwinsville, NY proposed a 17 tph single stream system with a high amount of automation. FTC&H is the design firm that designed the existing MRF building. They have intimate experience with the existing building and the construction difficulties that occurred due to unstable soil conditions. Green Machine designs and builds recycling systems. Their proposal added about 10,000 square feet to the west side of the MRF and built a new education center on the mezzanine level of the building.

Machinex, Chicago, IL proposed a 15 tph single stream system with a modest amount of automation. An 8,000 square foot building addition would be constructed on the west side of the existing building to allow for the tipping floor to be separated from the processing equipment. The project would be completed by June 30, 2017.

Design/Build/Operate proposals were received from:

Emterra, Port Huron, MI proposed an 18 tph single stream system with a very high level of automation using Van Dyke recycling equipment. The project would be completed by February 27, 2017. A 4,000 square foot addition would be constructed on the west side of the existing MRF to allow for the tipping floor to be in a separate building. SOCRRA would pay a tipping fee for each ton of recyclables received by Emterra. Emterra would pay SOCRRA a market based price for materials received from SOCRRA. Emterra offered to amortize the capital costs of this project over a 15 year period at 3.5% interest and charge the capital costs to SOCRRA as a price per ton of recycled material.

ReCommunity, Charlotte, North Carolina proposed a 15 tph single stream system using BHS equipment. A 12,000 square foot addition would be constructed on the west side of the existing building for tipping floor space. The project would be completed approximately March 31, 2017. SOCRRA would pay a tipping fee for each ton of recyclables received by ReCommunity. ReCommunity would pay SOCRRA a market based price for materials received from SOCRRA.

A Transfer proposal was received from:

ReCommunity, Charlotte, North Carolina proposed to transfer recyclables from our Troy location to existing ReCommunity facilities in the Metro Detroit area. ReCommunity operates single stream recycling facilities in Southfield, Roseville, New Boston and Ann Arbor. SOCRRA would compact recyclables, using our existing compactor behind the MRF, into transfer trailers provided by ReCommunity. SOCRRA would pay a tipping fee for each ton of recyclables received by ReCommunity. ReCommunity would pay SOCRRA a market based price for materials received from SOCRRA.

SOCRRA staff plans to have a detailed review of the proposals to present to the Board at the February 10 Board meeting.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the report on the MRF Single Stream Conversion be received and filed."

January 4, 2016

Board of Trustees  
SOCRRA

Subject: Electronics Recycling

Board Members:

Following the December Board meeting, the electronics recycling agreements were executed with both Great Lakes Electronics and with eCycle Opportunities and both vendors have been removing electronics from our Troy drop-off center. A total of 66,120 pounds of electronics were recycled during December of 2015 compared to 58,000 pounds recycled in December of 2014. Service from both vendors has been very good. We were able to provide continuous service to our residents. We will continue to evaluate the performance of both vendors for the next two months before deciding on our course of action.

We have begun restricting electronics recycling drop-off to residents and businesses located within the SOCRRA communities. The SOCRRA website has been updated to reflect this change and we will begin requiring proof of residency or proof that the business is located within a member community as of February 1, 2016.

We are working with our previous electronics recycling vendor to ensure that we receive documentation and payment for all the loads of electronics that they have picked up.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "None"

January 5, 2016

Board of Trustees  
SOCRRA

Subject: MDEQ Recycling Cart Grants

Board Members:

The MDEQ recycling grant program for 2016 was announced in mid-December. Their Request for Proposals is attached. The 2016 program provides a total of \$450,000 of reimbursement funding for the purchase of recycling carts. A 50% local match is required. Grant applications are due on March 31, 2016. Unfortunately, this money will not go very far. If the MDEQ were able to provide 50% of the funding for the purchase of carts for the residents of the SOCRRA communities, \$2.5 million would be required. However, obtaining some of this grant money would be a good start and SOCRRA and the member communities are very well positioned to apply for this grant program.

The evaluation criteria being used by the MDEQ are:

1. Additional funding beyond the local total match amount.
2. Robust, continuing education programs with sustainable funding.
3. Programs providing reliable historic baseline material recovery rate data.
4. Sustainable funding mechanisms.
5. Programs implementing participation rate incentives such as “pay as you throw” programs, volume limits, reward programs, RFID tags, etc.
6. Programs with largest predicted increase with best supporting data.

Additional priority will be given to applicants that did not receive an MDEQ recycling grant in 2015.

Carts must be purchased and reimbursement requests submitted by September 30, 2017. This is consistent with our target date to begin single stream collection by July 1, 2017.

SOCRRA and the member communities are well situated to put together grant applications that meet these criteria.

Our initial thinking on potential grant applications is:

1. For each community interested in participating, SOCRRA would prepare a joint grant application by SOCRRA and the individual member community. SOCRRA would do the work to develop the applications.
2. We should apply for grants for more than the total grant amount to continue to demonstrate to the MDEQ that there is a huge, unmet need for recycling grant funding.
3. For communities with collection on multiple days (except Beverly Hills, see discussion below), we should limit the application to one of the collection days. This



allows the results to be measurable but limits the funding request to levels that are possible to be funded by the MDEQ. This assumes that the member community is willing to live for a period of time with one day's collection area to be using 65 gallon recycling carts with the other day's collection areas to be using the 18 gallon recycling bins.

4. Beverly Hills has provided 65 gallon carts to 13% of their households. Providing recycling carts to the remaining residents of Beverly Hills probably has the best chance of success due to the data we have collected regarding the recycling performance of the residents using recycling carts.
5. Proposing to share the cost of the carts equally with the MDEQ, SOCRRA and the member community each contributing 1/3 of cost would probably maximize our chances for success.

If we were to apply for grants for all of the member communities along the lines discussed above, the amounts would be:

Community	Households	MDEQ grant	SOCRRA match	Community Match
Berkley	3,152	\$47,000	\$47,000	\$47,000
Beverly Hills	6,304	\$28,000	\$28,000	\$28,000
Birmingham	3,134	\$47,000	\$47,000	\$47,000
Clawson	5,410	\$81,000	\$81,000	\$81,000
Ferndale	2,027	\$30,000	\$30,000	\$30,000
Hazel Park	6,488	\$97,000	\$97,000	\$97,000
Lathrup Village	1,648	\$25,000	\$25,000	\$25,000
Oak Park	4,887	\$73,000	\$73,000	\$73,000
Pleasant Ridge	1,169	\$17,000	\$17,000	\$17,000
Royal Oak	5,555	\$83,000	\$83,000	\$83,000
<u>Troy</u>	<u>6,815</u>	<u>\$102,000</u>	<u>\$102,000</u>	<u>\$102,000</u>
TOTAL	42,123	\$631,000	\$631,000	\$631,000

Huntington Woods has provided recycling carts to all of the households in the community using funds from an EECBG grant and a donation from the Huntington Woods Men's Club with the City paying the remaining 40% of the costs.

Obviously, we would not receive all of the grants listed above due to the size of the MDEQ's grant program.

In order to begin working on the grant applications, I would like input from the Board and from each community on the following items:

1. Are the concepts discussed above acceptable to the Board?
2. Is your community willing to provide the Community Match amount listed above from the community or from some other source within the community?
3. If your community has recycling collection on multiple days, are you willing to proceed with the deployment of recycling carts to only one of the collection days in the short term (until July 1, 2017)?

4. Is your community willing to do a joint grant application with SOCRRA under the criteria discussed above?

I would like to discuss the first question at the January Board meeting and I would ask that each community answer the other questions by the end of January.

SOCRRA's plan is to provide 65 gallon recycling carts to all households in the SOCRRA communities by July 1, 2017. In addition to the MDEQ grant program, SOCRRA is investigating the following alternatives to fund the purchase of carts:

1. The Recycling Partnership is expected to offer a similar grant program in 2016. Historically, they have awarded grants of up to \$100,000 for communities with fewer than 50,000 households. However, only a handful of grants are awarded each year. This may be an option for one SOCRRA community.
2. We have identified several vendors that offer to lease carts over a 7 year period.
3. Loans are available from local financial institutions.
4. We could bond the costs of the carts, especially if we bond for MRF conversion expenses.

I recommend that SOCRRA and the member communities apply for as many MDEQ grants as possible in order to demonstrate to the MDEQ that there is a continuing need for recycling grant funding.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the report on the MDEQ Recycling Cart Grants be received and filed."

**FISCAL YEAR 2015-2016**

**RESIDENTIAL RECYCLING GRANT PROGRAM  
REQUEST FOR PROPOSALS**



**Rick Snyder, Governor  
Dan Wyant, Director**

**Office of Waste Management and Radiological Protection  
Michigan Department of Environmental Quality**

DEQ Internet Web site address: <http://www.michigan.gov/mirecycles>

**Application Deadline: March 31, 2016**



**Michigan Department of Environmental Quality  
Office of Waste Management and Radiological Protection**

**Residential Recycling Grant Program**

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The Michigan Department of Environmental Quality shall not discriminate against any individual or group on the basis of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Questions or concerns should be directed to the DEQ, Office of Human Resources, P.O. Box 30473, Lansing, Michigan 48909.

Michigan Department of Environmental Quality  
Office of Waste Management and Radiological Protection  
**Fiscal Year 2015-2016**  
**RESIDENTIAL RECYCLING GRANT PROGRAM**

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## INTRODUCTION

In April 2014, Governor Snyder announced his Residential Recycling Plan of Action (Plan) and set the ambitious goal of doubling our state's residential recycling rate. Beginning October 1, 2015, funding in the amount of one million dollars per year was appropriated to the Department of Environmental Quality (DEQ) to implement this Plan. The Residential Recycling Grant (Grant) is part of the DEQ's Fiscal Year 2016 Sustainability Grants, which also includes Scrap Tire Grants and Community Pollution Prevention Grants.

One of the proven methods for increasing recycling is making sure residents have convenient access to recycling opportunities. Too often, the lack of recycling collection infrastructure prevents the ability of valuable recyclable materials to make it from the curb into new products manufactured in Michigan. Along with other activities, including technical assistance, education and outreach, and market development, this Grant is an important part of implementing the Governor's Recycling Initiative.

Through the 2016 Residential Recycling Grant Program, the DEQ will provide grants to Michigan municipalities (cities, villages, townships, charter townships, counties, tribal governments, and/or municipal solid waste or resource recovery authorities) for funding municipal residential curbside recycling carts (Carts). The program has up to **\$450,000.00** available for grants in fiscal year 2016. There is no maximum or minimum amount that a grantee may request. Grantees are required to provide matching funds at least equal to the amount of grant funds awarded. Grantees may be offered partial funding. Grants will be paid through a reimbursement process.

Tools and resources, including technical assistance and educational resources, will be available to assist successful grantees. Some resources will be provided by external partners with the State, such as The Recycling Partnership. For more information regarding these resources, contact your local DEQ Recycling Specialist or attend an upcoming webinar.

The DEQ is now accepting applications. Application for funds shall be made on forms provided by the DEQ. An application form is included in this application package for your use. **Submission of a complete application does not guarantee that the applicant will receive a Grant.**

## ELIGIBILITY CRITERIA

Applicants must meet the following:

- Eligible applicants are Michigan municipalities including cities, villages, townships, charter townships, counties, tribal governments, and/or municipal solid waste or resource recovery authorities. Funding or program partners may be for-profit or non-profit organizations, but such entities are not eligible to receive grants.

- Municipalities receiving grants are required to provide a match of at least 100 percent of the total grant funds requested. Grantee matching contributions may only be in dollars. All grant **AND** matching funding can only be used for the purchase of carts. Staff time and indirect costs are not eligible for grant or match funding. Matching funding contributions can come from private, non-profit, foundation, municipal or other partners. Potential match funding sources may include other grants, bond monies, loans, cash, public partnerships, public/private partnerships, etc.
- Grantees must expend grant funding to complete the purchase of carts and submit all reimbursement requests by September 30, 2017. Cart deployment must be completed by September 30, 2018.
- All applications must include a letter from an independent certified public accountant documenting that the municipality has undergone a comprehensive financial audit within the last 24 months. The letter must include the dates and scope of the financial audit.
- The applicant must submit a complete application, as described below in the section titled "Required Application Components."

## **APPLICATION PROCESS AND EVALUATION CRITERIA**

### Required Application Components:

To be considered complete, an application must include all of the components listed below, **and the "Applicant Signatory" on the application cover sheet MUST be signed.** Incomplete responses may result in a determination that the application is incomplete and, therefore, not eligible for funding.

- **Application cover sheet, including applicant signature.**

Complete the application cover sheet form. The cover sheet will become page 1 of the application. Please number all pages consecutively.

- **Project Description:**

**In no more than six pages**, please provide the following information. (Number the pages and attach them to the application cover sheet which is page 1 of the application)

1. Clear and realistic project goals and objectives.
2. Description of current recycling program, including:
  - Name of service provider (municipal or contract hauler).
  - Number of households/units served.
  - Collection method (single stream, curbside cart sort, separate containers for fibers/rigids, drop-off).
  - Size of containers (either in gallons or cubic yards depending on collection method).
  - Collection frequency (weekly, bi-weekly, etc.).
  - List of recyclable materials collected.
  - Name and location of recycling processor.
  - Description of current education and outreach program.
  - Description of existing community support and/or partners in the program.

- Provide a baseline material recovery rate measured in pounds of recyclable material diverted per year. Please specify which traditional curbside recyclable materials are included in this calculation (exclude yard clippings, e-waste, etc. not included in curbside program). If your community does not have access to local recycling data, please provide an estimate in pounds per year. Calculations and substantiating information must be provided. (see note below\*)

\* - An example baseline calculation is provided in text box below. Use of this calculation method and associated assumptions is not required.

**[pounds (lbs) of solid waste generated by each person per day] x [number of persons per household for your program] x [number of households in your community served by the recycling program] x [recycling program participation rate] x [material diversion rate] x [365 days/year] = estimated lbs per year of recyclable materials diverted.**

Assume:

- 4.38 lbs of solid waste generated by each person each day
- Use community and/or census data on the number of persons per households to generate lbs/household/day of solid waste generated by each household each day.
- Program participation rate = 10 percent
- Material diversion rate = 15 percent

An example of a program with 2.5 persons per household servicing 4,000 households would look like this:

[4.38 lbs./person/day] x [2.5 persons/household] x [4,000 households served] x [10 percent participation rate] x [15 percent material diversion rate] x [365 days/year] = 239,805 lbs/year of recyclable materials diverted

3. Description of planned curbside cart recycling program, including:
  - Name of service provider to be used if known (municipal or contract hauler).
  - Number of households/units to be served.
  - Size of carts (in gallons).
  - Description of cart ownership.
  - Collection frequency (weekly, bi-weekly, etc.).
  - Collection method (single stream, curbside cart sort, separate containers for fibers/rigids, etc.).
  - List of recyclable materials to be collected.
  - Demonstration of hauler capability and material recovery facility capacity
  - Name and location of recycling processor to be used if known.
  - Provide an estimated increase in the material recovery rate measured in pounds of recyclable material diverted per year. Please specify which recyclable materials are included in this calculation (exclude yard clippings, e-waste, etc. not included in curbside program). Calculations and substantiating information must be provided.
  - Proposed qualitative and quantitative methods to measure and/or track increase, participation and relevant metrics. Include proposed frequency of monitoring/measurement. Participation rate is defined as the percentage of

homes that put the recycling container out for collection at least once during a one month period.

- Description of the planned education and outreach program, including a detailed description of the cart roll out (distribution) campaign. Please include a description of any proposed methods to address contamination.
  - Description of planned community support and/or partners (include any specific letters committing an amount of time, money, activities, or other specified resources for the planned program). Letters of support do not count toward the 14 page total.
  - Description of how the project will be sustained beyond the grant timeline.
4. Describe how an evaluation of the project will be done, including how success will be defined and measured. A final report will be due one year after cart deployment, but no later than February 28, 2019, and must include previous and new diversion rates, participation rate, lessons learned, and recommendations for future action.
  5. Describe how evaluation results will be used and distributed, including any products that will result from the planned program.

- **Work Plan:**

**In no more than three pages**, please provide the following information presented by tasks (with sub-tasks as necessary). Include who will be responsible for carrying out each task and any products and deliverables. (Number the pages and attach them to the project description)

1. Identify tasks and responsible party for cart procurement, including any information on the cart manufacturer.
2. Identify tasks and responsible party for cart deployment.
3. Identify tasks and responsible party for the education and outreach campaign, including any methods of delivery to be used.
4. Identify tasks and responsible party for quarterly demonstrations of project progress. Quarterly progress reports will begin immediately after a grant agreement is finalized. Include metrics of evaluation and methods of measurement.

- **Timeline:**

**In no more than two pages**, please provide a timeline of activities, showing when each task described in the work plan will be started and completed. (Number the pages and attach them to the work plan). Carts must be purchased and reimbursement requested no later than September 30, 2017.

The following key dates should be considered as the timeline is developed:

- Grant agreement must be entered no later than August 1, 2016;
- Carts must be purchased and reimbursement requests submitted by September 30, 2017;
- Carts must be deployed by September 30, 2018;



- Draft Final Report due 45 days prior to Final Report due date;
- Final Report due one year after cart deployment, but no later than February 28, 2019.

▪ **Budget:**

**In no more than three pages**, complete the application budget form and provide a narrative discussion of the planned programs financing, including the following information: (Number the pages and attach them to the timeline)

- Description of the source(s) of local match funding to be used for the planned program.
- Description of the cart purchase budget, including cost per cart. If possible, include a price quote for the carts.
- Description of the education and outreach budget. **(These expenditures are not eligible for funding through this grant.)**
- Describe how any additional equipment, contractual services or staffing budget necessary for the planned program will be supported. **(These expenditures are not eligible for funding through this grant.)**
- Description of the general operating financial mechanisms such as user fees, millage, special assessments, general funds, etc.

*Evaluation Criteria*

Priority will be given to applicants including the following:

- Additional funding beyond the local total match amount.
- Robust, continuing education programs with sustainable funding.
- Programs providing reliable historic baseline material recovery rate data.
- Sustainable funding mechanisms.
- Programs implementing participation rate incentives such as “pay as you throw” programs, volume limits, reward programs, RFID tags, etc.
- Programs with largest predicted increase with best supporting data.

Additional priority will be given to applicants who did not receive Community Pollution Prevention grant funding in 2015.

During the grant review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timelines, and grant amounts, within the parameters outlined in the application instructions.

*Application Submission Information*

Full applications must be received by e-mail by 4:00 p.m. on **March 31, 2016**, or carrier dated (i.e. U.S. Postal Service, United Parcel Service, and Federal Express) no later than **March 31, 2016**. Late applications will not be considered for funding.

- Applications that are incomplete will be deemed ineligible and receive no further consideration for funding.
- The original application form must be signed as indicated and submitted to:

Solid Waste Section  
Office of Waste Management and Radiological Protection  
Department of Environmental Quality  
P.O. Box 30241  
Lansing, Michigan 48909-7741

Overnight mailing address:  
Constitution Hall, 4 South  
525 West Allegan Street  
Lansing, Michigan 48933

Or via e-mail at: [DEQ-RecyclingGrant@michigan.gov](mailto:DEQ-RecyclingGrant@michigan.gov)

**Each e-mail submission must be complete and will supersede any previous e-mail submissions. Please scan the signed cover page and include with e-mail submission.**

- Information provided in the application must be formatted to correspond with the application instructions. Headings and numbering of responses must be consistent with the headings and numbering used in the instructions. Pages within the application must be consecutively numbered. The actual forms, or photocopies of the forms, as found in this application package, must be used.
- All questions regarding application preparation and submission should be directed to the recycling specialist staff in your area. Refer to attached map for coverage areas and contact information.

#### Application Review Process

- Deadline for submittal of applications is March 31, 2016.
- It is anticipated that the DEQ Director will make final funding recommendations by the end of May 2016.

#### Grant Agreement Requirements for Approved Applicants

Successful applicants will be required to enter into a standard contractual agreement with the DEQ. Project costs incurred prior to entering into an agreement signed by both parties will not be reimbursed. There will be limited opportunities for negotiation prior to entry of a Grant agreement. Opportunities to modify a signed agreement will also be limited.

Failure of a successful applicant to accept the obligations outlined in the standard agreement may result in withdrawal of the Grant. The DEQ reserves the right to offer partial funding for any approved applicants. In the event that partial funding is offered to an approved applicant, the applicant will only be required to provide 100 percent match of the funding amount offered. The original application becomes part of the Grant agreement, along with changes that may occur during contract negotiation. Additional requirements relevant to an individual project may be specified in the Grant agreement. The Grant agreement will stipulate a project period during

which the project must be completed and all expenditures must be made. Successful applicants (Grantees) must be prepared to agree to the following minimum agreement conditions:

- All projects awarded must enter into a Grant agreement by August 1, 2016. Grant funds must be spent and reimbursement requested by September 30, 2017. Carts must be deployed by September 30, 2018.
- Grant reimbursements will be for 50 percent of cart purchase expenditures up to the final grant amount, less a five percent retention amount that will be released upon acceptance of the final report. The final report is due one year from cart deployment, but no later than February 28, 2019.
- Grants are paid through a reimbursement process. All Grantees will submit proof of payment (i.e., cancelled checks, vendor invoices, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to the DEQ proving that the cart vendor has been paid PRIOR to receiving reimbursement from the Grant Program. Grantees will be reimbursed 50 percent of each documented cart purchase expenditure, up to the awarded grant amount. The remaining 50 percent of the expenditure serves as the required match amount for the grant.
- Reimbursement may be requested quarterly in conjunction with required progress reports.

Agreement Boilerplate Language See attached standard Grant Agreement language.  
Agreement signature deadline: August 1, 2016

**Department of Environmental Quality  
Residential Recycling Grant Application Cover Sheet**

<b>Applicant Name:</b>	
<b>Street Address:</b>	
<b>City/State/Zip/County:</b>	
<b>Mailing Address:</b> (if different from street address)	
<b>City/State/Zip:</b>	
<b>Contact Person and Title:</b>	
<b>Contact Person's E-Mail Address:</b>	
<b>Contact Person's Telephone Number:</b>	
<b>Grant Amount Requested:</b>	<b>\$</b>
<b>Local Match Amount:</b> (must be equal to or greater than the amount of grant funds requested)	<b>\$</b>
<b>Total Project Costs:</b>	<b>\$</b>
<b>Applicant Signature:</b> (application must be signed by the person accepting responsibility for the terms and conditions of the grant agreement if awarded)	
 <b>Print Name:</b> _____	
 <b>Signature:</b> _____	
 <b>Date:</b> _____	

**Department of Environmental Quality**  
**Residential Recycling Grant Application Budget Form**

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

<b>Cart Budget (including matching amount) (REIMBURSABLE)</b>				
# of Carts	Cost/Cart	Grant Amount	Local Match Amount	Total Amount
	\$	\$	\$	\$

(Local match amount must equal at least 100 percent of the grant amount requested)

<b>Education and Outreach Budget (NON-REIMBURSABLE)</b>			
Line Item Description	Quantity	Unit Price	Budget Amount
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total</b>		\$	\$

<b>Equipment, Contractual Services and/or Staffing Budget (NON-REIMBURSABLE)</b>			\$
Line Item Description			
	Quantity	Unit Price	Budget Amount
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
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		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total</b>		\$	\$

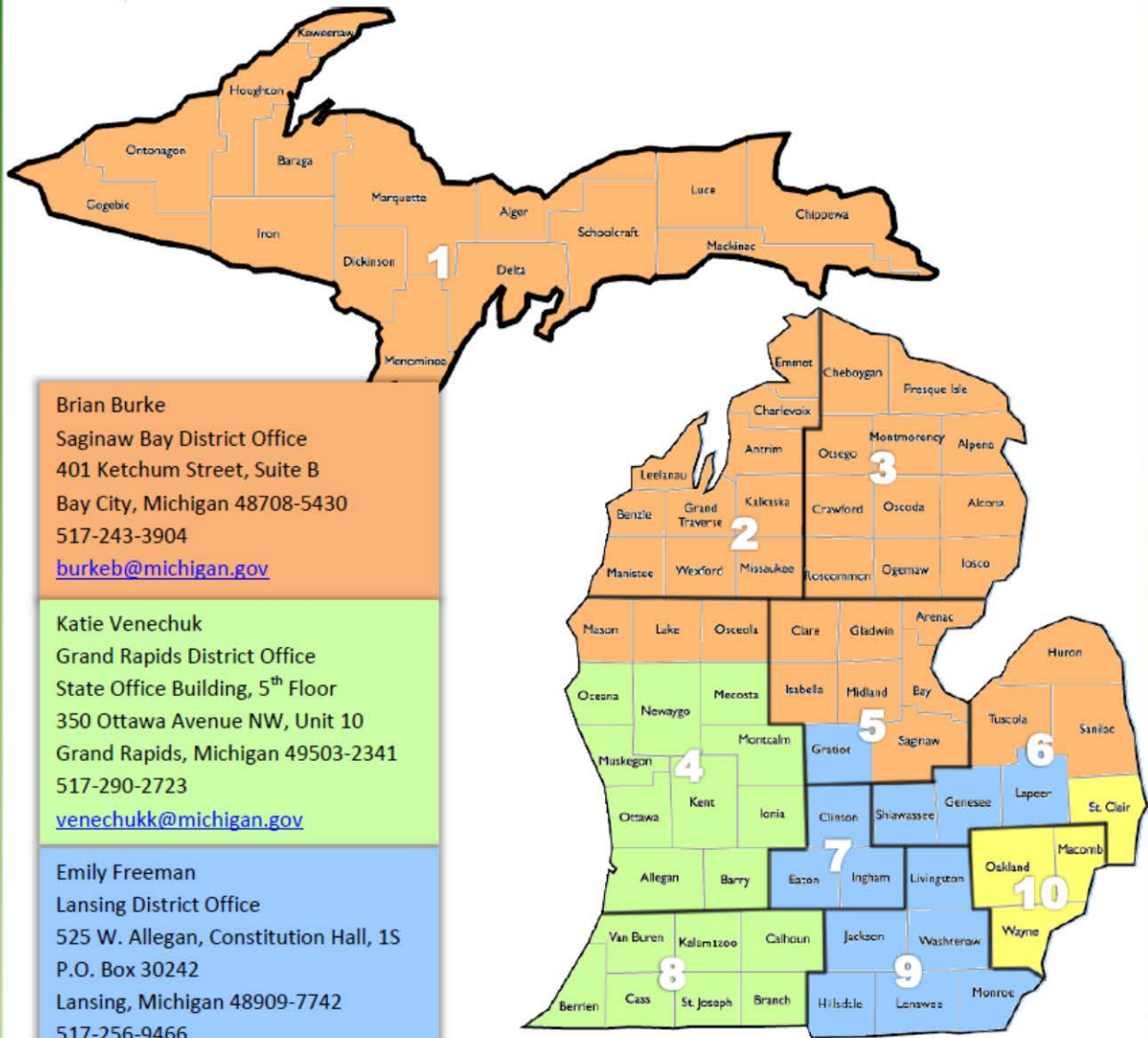
<b>Sources of local matching funds (NON-REIMBURSABLE)</b>		\$
Amount		
		\$
		\$
<b>Total</b>		\$

(Total match must equal amount in local match amount listed above)



# RESIDENTIAL RECYCLING INITIATIVE

Michigan Department of Environmental Quality  
Recycling and Waste Minimization Specialists



**Brian Burke**  
Saginaw Bay District Office  
401 Ketchum Street, Suite B  
Bay City, Michigan 48708-5430  
517-243-3904  
[burkeb@michigan.gov](mailto:burkeb@michigan.gov)

**Katie Venechuk**  
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350 Ottawa Avenue NW, Unit 10  
Grand Rapids, Michigan 49503-2341  
517-290-2723  
[venechukk@michigan.gov](mailto:venechukk@michigan.gov)

**Emily Freeman**  
Lansing District Office  
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Lansing, Michigan 48909-7742  
517-256-9466  
[freemane@michigan.gov](mailto:freemane@michigan.gov)

**Elizabeth Garver**  
Southeast Michigan District Office  
27700 Donald Court  
Warren, Michigan 48092-2793  
586-753-3837  
[garvere2@michigan.gov](mailto:garvere2@michigan.gov)

**To report an environmental emergency to the DEQ: 800-292-4706  
Pollution Emergency Alerting System (PEAS)**

### MICHIGAN PROSPERITY REGIONS

1. Upper Peninsula, 2. Northwest, 3. Northeast, 4. West Michigan, 5. East Central, 6. East Michigan, 7. South Central, 8. Southwest, 9. Southeast, 10. Detroit Metro



**PROGRAM NAME GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
AND GRANTEE NAME**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environmental Quality, (DEQ), **Division** ("State"), and **Name of Grantee** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to [**Name of Legislation, Year and Public Act No.**] Legislative appropriation of Funds for grant assistance is set forth in [**Year and Public Act No.**] This Agreement is subject to the terms and conditions specified herein.

Project Name: _____	[Project #: _____]
Amount of grant: \$_____	% of grant state \$_____ / % of grant federal _____
[Amount of match: \$_____ = _____%]	PROJECT TOTAL: \$_____ (grant plus match)
Start Date (date executed by DEQ): _____ [unless alternate date specified]	End Date: _____

**GRANTEE CONTACT:**

**STATE'S CONTACT:**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Fax number

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Federal ID number

\_\_\_\_\_  
Grantee DUNS number

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Division/Bureau/Office

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Fax number

\_\_\_\_\_  
E-mail address

[Program will add a Remittance address if different than the above.]

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

**II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

**III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

**IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly progress reports according to a form and format prescribed by the State. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

\*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State’s contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee



must provide a draft final report 45 days prior to the due date. The final report is due one year after cart deployment, but no later than February 28, 2019. The Grantee shall submit the final quarterly status report, including all supporting documentation for expenses, by September 30, 2017. Supporting documentation must include proof of payment and proof of receipt of goods.

(C) The Grantee must provide   2   copies of all products and deliverables in accordance with Appendix A.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any

subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

## **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of

Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

#### **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [www.SAM.gov](http://www.SAM.gov) to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

#### **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

#### **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

#### **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this

Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

### **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) An amount equal to five percent of the grant award will be retained by the State until the final report is completed in accordance with Section XIX, Closeout, and Appendix A. Retained funds will be forfeited by the Grantee if the final report is not accepted.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

### **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

### **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XXII. IRAN SANCTIONS ACT**

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

## PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

### I. GRANT APPLICATION; PROJECT SCOPE

The scope of this project is outlined in the Grantee's approved Fiscal Year 2015-2016 Residential Recycling Program Proposal, which is included in this grant agreement as part of this Appendix A, as well as any subsequent modifications to the original grant proposal as approved by the Grantor.

### II. GRANT REIMBURSEMENT PROCESS

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. The State will reimburse the Grantee 50 percent of the eligible payments made by the Grantee up to the final grant amount, less a five percent retention amount that will be paid when the final report is received. The five percent retention amount will be released upon acceptance of the final report. The final report is due one year from cart deployment.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the cart vendor (such as cancelled checks, vendor invoices, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods. Grantees will be reimbursed 50 percent of documented cart purchase expenditures, up to the awarded grant amount. The remaining 50 percent of the expenditure will serve as the required match amount for the grant. Reimbursement forms will be available on the Michigan Department of Environmental Quality's Recycling Program website (<http://www.michigan.gov/mirecycles>).

All eligible costs necessary to complete the project must be spent and reimbursement requested by September 30, 2017.

### III. REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period.

#### QUARTERLY REPORT

Quarterly progress reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

#### I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD.

A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect and explain why. A description of tasks completed during the current period must still be included.

#### II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD.

A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.

B. Additional project accomplishments not included in original project goals and objectives.

C. Project data: Provide any data collected during the current period. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

### III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN.

A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

### IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD.

A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion and operations.

### V. ADDITIONAL COMMENTS.

A. Provide any additional comments relevant to the status of the project and its operations.

## FINAL PROJECT REPORT

A draft final project report must be submitted 45 days prior to the prior to the due date. The final report is due one year after cart deployment, but no later than February 28, 2019.

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

### I. PROJECT DESCRIPTION

A. Provide a description of the project funded..

i. Provide a 4-5 sentence summary of the project, including the following information: service provider, number of households/units to be served, size of carts, collection frequency, collection method (single stream, curbside card sort, etc.), list of recyclable materials collected, name and location of recycling processor, and description of how project will be sustained beyond the grant timeline. Include any news articles and/or photographs as appropriate.

ii. Include the date project operations began and a discussion of the current status of project operations.

B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.

C. List and discuss other entities (e.g. companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

### II. PROJECT DATA

A. Diversion rate, participation rate, contamination data, and other

i. For the time period covered by this report, provide the quantity of recyclable materials diverted, in pounds/time period. Specify which recyclable materials are included in this reported volume (exclude yard waste, e-waste, etc. not included in curbside program). Describe the methods for measuring these quantities.

ii. Provide previous diversion rates separate from the additional diversion resulting from the current grant project, if known.

iii. For the time period covered by this report, provide the participation rate. Participation rate is defined as the percentage of homes that put the recycling container out for collection at least once during a month period.

iv. Provide previous participation rates separate from the additional participation rate resulting from the current grant project, if known.

v. Provide any contamination data available.

vi. For projects that serve multiple jurisdictions, every effort should be made to track materials according to the geographic area where they were generated.

vii. Provide the total monetary savings resulting from reduced disposal fees for the time period covered by this report, if possible.

viii. If the project resulted in the sale of collected or processed recyclables, provide the dollar amount for any material sales that occurred during the time period covered by this report.

ix. For projects that serve industrial, commercial or institutional customers: For the time period covered by this report, provide the total number of entities served, the size of the entities (i.e. number of employees) served and a brief description of the types of entities served.

B. Education and Outreach Program. Provide the following information for all project related promotional activities which have occurred as a result of the project.

- i. Types of groups (audience) targeted
- ii. Types of promotional materials developed
- iii. Methods used to distribute information or materials
- iv. Planned/future educational efforts

III. PROJECT COSTS: Provide the following information regarding additional costs required to implement the project.

A. Provide the dollar amounts and a description of all additional program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.

B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.

C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.

D. Describe the funding mechanisms utilized to operate and maintain the project activities.



#### IV. PROJECT EVALUATION

A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.

i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also discuss how these changes have impacted the final project.

ii. Recovery Goals: As a part of the above discussion of project goals and objectives, be sure to identify the annual projected recovery rates (in pounds per year) by material type, and the actual recovery rates the project is currently achieving. If the project is not meeting its recovery goals, provide a discussion on why these goals are not being met. Also indicate what steps you are taking in order to meet the stated recovery goals in the future, and provide a timeframe for meeting these goals.

B. Discuss any project accomplishments not included in the project's original goals and objectives.

C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.

D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.

E. Describe the most successful components of the project and explain why you think they are successful.

F. Describe the least successful components of the project and explain why you think they are not successful.

G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.

#### V. ADDITIONAL COMMENTS

A. Provide any additional information relevant to the status of the project and its operations.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's Contact at the following address:

DEQ-RecyclingGrant@michigan.gov

Solid Waste Section  
Office of Waste Management and Radiological Protection  
Department of Environmental Quality

P.O. Box 30241  
Lansing, Michigan 48909-7741

Overnight mailing address:  
Constitution Hall, 4 South  
525 West Allegan Street  
Lansing, Michigan 48933

January 5, 2016

Board of Trustees  
SOCRRA

Subject: Post Closure Landfill Monitoring

Board Members:

SOCRRA submitted our landfill closure documentation to the MDEQ 10 years ago. The MDEQ requires a 30 year post closure monitoring period. Mannik & Smith has been performing our post closure landfill monitoring for 5 years under an agreement that expired at the end of 2015. I am recommending that we extend the agreement with Mannik & Smith for two additional years at the same price, terms and conditions.

Dave Adler, the Mannik & Smith employee responsible for the post closure monitoring, has been successfully doing the monitoring work for an extended period of time. He is trusted by the MDEQ. He has also been successful in reducing the level of leachate monitoring required by DWSD from 4 times per year to two times per year. He has also addressed any concerns that the MDEQ has had regarding our monitoring results.

Mr. Davis and I have reviewed the proposed scope of work, which is listed on the attachment, and we are satisfied that this level of monitoring is currently required by the MDEQ. Mr. Davis, Mr. Adler and I believe that it may be possible to convince the MDEQ to reduce the required level of monitoring given our 10 year track record of good monitoring results. We propose to work with the MDEQ in 2016 to attempt to reduce the required monitoring level.

I am proposing to extend the current agreement with Mannik & Smith for two additional years at the same price, terms and conditions. The proposed agreement is attached.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the Post-Closure Landfill Monitoring Agreement with Mannik & Smith be approved for a two year period at a cost of \$18,800 per year."

## **Post-Closure Landfill Monitoring Agreement**

This is an Agreement made as of \_\_\_\_\_, 2016 between the Southeastern Oakland County Resource Recovery Authority (“SOCRRA”) and Mannik & Smith, 2365 Haggerty Road South, Canton, Michigan 48188 (“CONSULTANT”).

### **SECTION 1 - ASSIGNMENT**

SOCRRA wishes CONSULTANT to perform post-closure landfill monitoring (the "Assignment") for the professional fees set forth below.

### **SECTION 2 - BASIC SERVICES**

SOCRRA issued a *Request for Bids for Post-Closure Landfill Monitoring* (RFB) dated November 29, 2010, hereby made a part of this Agreement, by reference. This RFB explained the general services desired which form the basis of the Assignment.

### **SECTION 3 – SOCRRA’S RESPONSIBILITIES**

SOCRRA shall make available:

- All criteria and full information as to SOCRRA’s requirements and designate a person with authority to act on SOCRRA’s behalf on all matters concerning the Assignment;
- All existing studies, reports, landfill operating records and other available data in the office and CONSULTANT shall be entitled to rely upon all such information in performing the assignment;
- Access for CONSULTANT to enter upon public and private property as required to perform the assignment.

### **SECTION 4 - PERIOD OF SERVICE**

CONSULTANT shall start performing services hereunder within five (5) days after receipt of SOCRRA’s written Notice to Proceed (expected to be January 13, 2016), and complete the Assignment for calendar years 2016 and 2017.

### **SECTION 5 – PAYMENT**

SOCRRA shall pay CONSULTANT for services rendered at the following rates:

	<b><u>2016</u></b>	<b><u>2017</u></b>
Task 1 – Leachate Monitoring and Reporting (one event per year)	\$1,200.00	\$1,200.00
Task 2 – Semi-Annual Groundwater/Surface Water Sampling and Reporting (two events per year)	\$11,300.00	\$11,300.00
Task 3 – Part 115 Quarterly Landfill Gas Monitoring (four Events per year)	\$2,100.00	\$2,100.00
Task 4 – Semi-Annual Part 201 Methane Gas Monitoring and Reporting – N. Side of School Road (two events per year)	\$1,800.00	\$1,800.00
Task 5 – DWSD Wastewater Discharge Permit Monitoring (four events per year)	\$2,400.00	\$2,400.00
<b>Total (annual total)</b>	<b>\$18,800.00</b>	<b>\$18,800.00</b>

## **SECTION 6 – HOLD HARMLESS**

- 6.1 CONSULTANT also agrees to hold SOCRRA harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by an employee of SOCRRA, or any other person, which arises out of or pursuant to the CONSULTANT's negligence or other tortious acts.
- 6.2 CONSULTANT undertakes and assumes all risk of dangerous conditions in all places, other than SOCRRA's premises, where it will be performing the Services, and will assume responsibility for making such investigations the CONSULTANT deems necessary in order to determine whether such places are safe for the performance of the Services. The CONSULTANT also agrees to waive and release any claim or liability against SOCRRA for personal injury or property damage sustained by it or its Associates for personal injury or property damages while performing under the Contract.
- 6.3 In the event any action or proceeding shall be brought against SOCRRA by reason of any claim covered hereunder, the CONSULTANT, upon notice from SOCRRA, will at the CONSULTANT's sole cost and expense, resist and defend the same. The CONSULTANT shall not be required to pay an amount disproportionate to CONSULTANT's negligence or other tortious acts. SOCRRA may, at their discretion and upon notice to the CONSULTANT, resist and defend any such action or proceeding brought against SOCRRA at their own expense without diminishing CONSULTANT's indemnity obligations arising under this Contract.
- 6.4 CONSULTANT agrees that it is the CONSULTANT's responsibility and not the responsibility of SOCRRA to safeguard the property and materials that the CONSULTANT or any of the CONSULTANT's Associates use or have in their possession while performing under this Contract. Further, the CONSULTANT agrees to hold SOCRRA harmless for any loss of such property and materials used by any such persons pursuant to the CONSULTANT's performance under this Contract or which is in their possession.
- 6.5 The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or other benefits. In addition, the CONSULTANT agrees to hold SOCRRA harmless from the payment of any deductible on any insurance policy.
- 6.6 The indemnification obligation under this Section shall survive the termination or expiration of this Contract, and all amendments and restatements hereto.

## **SECTION 7 - INSURANCE**

The CONSULTANT shall not commence work under this contract until he has obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to SOCRRA.

- 7.1 Workers' Compensation Insurance: The CONSULTANT shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

- 7.2 Commercial General Liability Insurance: The CONSULTANT shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Consultants Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 7.3 Motor Vehicle Liability: The CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 7.4 Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that: “the following shall be Additional Insureds. The Southeastern Oakland County Resource Recovery Authority, all elected and appointed officials of this constituent organization, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.”
- 7.5 Cancellation Notice: Workers’ Compensation Insurance, Commercial General Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: SOCRRA General Manager, 3910 W. Webster Road, Royal Oak, MI 48073.”
- 7.6 Professional Liability: The CONSULTANT shall procure and maintain during the life of this contract, a separate Professional Liability Policy with limits of liability not less than \$1,000,000 per occurrence and/or aggregate. SOCRRA shall be a certificate holder on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- 7.7 Proof of Insurance Coverage: The CONSULTANT shall provide SOCRRA with the following certificates and policies, at the time copies of the executed contract are returned:
- a. One copy of Certificate of Insurance for Workers’ Compensation Insurance;
  - b. One copy of Certificate of Insurance for Commercial General Liability Insurance;
  - c. One copy of Certificate of Insurance for Vehicle Liability Insurance;
  - d. One copy of Certificate of Insurance for Professional Liability Insurance.
  - e. If so requested, Certified Copies of all policies mentioned above will be furnished.
- 7.8 If any of the above coverages expire during the term of this contract, the CONSULTANT shall deliver renewal certificates and/or policies to SOCRRA at least ten (10) days prior to the expiration date.

**SECTION 8 - MISCELLANEOUS**

- 8.1 The obligation to provide further services under this Agreement may be terminated (a) by SOCRRA with or without cause upon seven days' written notice to CONSULTANT and (b) by CONSULTANT for cause upon seven days' written notice to SOCRRA. In the event of any termination, CONSULTANT will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.
- 8.2 SOCRRA and CONSULTANT, and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this Agreement.
- 8.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than SOCRRA and CONSULTANT.
- 8.4 This Agreement constitutes the entire Agreement between SOCRRA and CONSULTANT and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement may only be amended, supplemented, modified or canceled by a duly executed, written instrument.
- 8.5 This Agreement shall be construed in accordance with Michigan law.
- 8.6 CONSULTANT shall maintain its work product, and all information generated under this Agreement, confidential and shall not release the work product or information to any third party unless authorized to do so by SOCRRA, or if compelled by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of \_\_\_\_\_, 2016.

SOCRRA

CONSULTANT

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Board of Trustees  
SOCRRRA

January 7, 2016

Subject: Refuse Agreement with Dinverno Group

Board Members:

The Dinverno Group, which is a refuse hauling firm located directly across the street from our Madison Heights Transfer Station, would like to enter into a relationship with SOCRRRA to allow them to bring refuse to the Troy Transfer Station at a rate lower than our approved non-member refuse rate of \$60 per ton. Dinverno would deliver refuse both in traditional rolloff containers, which can be emptied by the Dinverno driver, and in containers that require a SOCRRRA employee and loader to unload the refuse. We have allowed Dinverno to deliver refuse to the Troy Transfer Station on a trial basis in order to determine if we can receive the refuse from Dinverno without adversely affecting the operations of the Troy Transfer Station. This test has been successful and Dinverno delivered 141 tons to SOCRRRA during December.

We would like to enter into an agreement with Dinverno similar to our existing agreements with Car Trucking, Rizzo Services and Tringali Sanitation. These agreements allow those companies to deliver non-member refuse to the Troy Transfer Station at a Board established rate (currently \$29 per ton) with specified monthly minimum tonnages. The agreements also allow SOCRRRA to unilaterally limit the maximum tonnage or to terminate the agreement with 30 day's written notice.

With the Board's approval of the concept, SOCRRRA staff will negotiate a similar contract with the Dinverno Group and bring the contract to the February Board meeting for review by the Board.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the General Manager is authorized to negotiate a Refuse Agreement with the Dinverno Group and return the Agreement to the Board for review."