



## AGENDA

Regular Meeting – Wednesday, February 14, 2024 – 9:30 a.m.

**Baldwin Public Library, 300 W. Merrill St., Birmingham**

### **Joint Meeting**

1. Meeting Called to Order
2. Roll Call, Recognition of Visitors and Public Comment
3. Personnel Policy Change – Administrative Staff Health Insurance
4. General Manager Transition Plan
5. Independent Contractor Agreement
6. Banking Changes

### **Regular Meeting**

1. Meeting Called to Order
2. A. Roll Call, Recognition of Visitors & Public Comment  
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 – January 10, 2024
  - B. Approval of Warrants – No. RA 854
  - C. Quarterly Report – January 2024

- D. Quarterly Legal Report
- E. Investments – July 1, 2023 to December 31, 2024
- F. Renewal of Scale Software Contract
- G. Information Reports
  - 1) Tonnage Analysis – January 2024
  - 2) Tonnage Percentages – January 2024
  - 3) Budget Analysis – January 2024
  - 4) Budget Analysis – July 2023 – January 2024
  - 5) Financial Status Summary – January 2024
  - 6) Compost Delivered to Members
- 5. Administrative Reports (No Board Action Requested)
  - A. Operations Update
  - B. Winter Yard Waste
  - C. Contractor Rates for 2024/25
  - D. SOCRRA Rate Projection 2024/25
  - E. Disaster Debris Management Plan Project
  - F. Holiday Cardboard Collection
- 6. Future Business (Communication from Board Members)
- 7. Items for Decision (Board Action Requested)
  - A. Purchase of an Enforcer Fire Suppression System
- 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.*

January 24, 2024

Board of Trustees  
Southeastern Oakland County Water Authority  
SOCRRA

Subject: Personnel Policy Change - Administrative Staff Health Insurance

Board Members:

At the January board meeting, the Boards approved a change to the Authorities' personnel policies that would allow Medicare eligible employees to use their Health Care Savings Plan (HCSP) funds for reimbursement of Medicare premiums. Unfortunately, MERS, which administers our HCSP funds, has a rule that active employees cannot use their HCSP funds.

In order to provide an incentive for Medicare eligible employees to continue to work, I am proposing to modify our personnel policies to allow the Authorities to reimburse active employees for their standard monthly Part B Medicare premium. For 2024, this amount is \$174.70 per month per individual. That would result in an incremental annual health insurance expense of about \$4,200 for an employee and their Medicare-eligible spouse. Bob Jackovich and I are the only active employees that currently meet Medicare eligibility requirements.

From an employee perspective, the proposed change would accomplish the same objective as presented at the January board meeting, but it would be accomplished by using Authority funds in place of the employees' HCSP funds. The proposed change would provide some incentive for employees to continue to work after becoming Medicare-eligible.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested resolution: "That the Authorities' Personnel Policies be revised to allow Medicare-eligible employees to be reimbursed for the standard monthly Part B Medicare premium."

February 7, 2024

Board of Trustees  
Southeastern Oakland County Water Authority  
SOCRRA

Subject: General Manager Transition Plan

Board Members:

SOCWA and SOCRRA staff has developed a first draft of a General Manager Transition Plan, which is outlined below. We will be reviewing this draft with Eric Griffin after he begins work on Monday, February 12. We will revise the draft plan after we receive comments from Eric and the Boards.

February 12-16:

- Staff and office introductions
- Banking and Finance overview
- IT and Legal overview
- SOCWA and SOCRRA facility tours
- SOCRRA mid-month billing
- Banking signer changes – Eric responsible for banking decisions

February 19-23:

- Complete facility tours
- Intro to Accounts Payable process
- GLWA Audit Committee meeting

February 26-March 1:

- GLWA Board meeting
- In person meeting – Bart Foster, water rate consultant
- Meeting on GLWA 96” main project/impact on SOCRRA compost operations
- SOCRRA and SOCWA month-end billing on March 1
- Schedule individual Board member meetings

March 4-8:

- Eric responsible for AP process
- Eric works with Jeff on Agenda items
- Continue individual Board member meetings
- Schedule external stakeholder meetings
- Begin budgets



March 11-15:

- SOCWA and SOCRRA Board Meetings
- GLWA Board Meeting
- One Water Partnership Meeting
- Complete individual Board member meetings
- Continue external stakeholder meetings

March 18-22

- Jeff on vacation March 20-April 5 (tentative)
- Complete external stakeholder meetings

April

- Quarterly processing and reporting
- Complete budgets

May 1

- Jeff retires and begins consulting relationship

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested resolution: “That the report on the General Manager plan be received and filed.”

February 2, 2024

Board of Trustees  
Southeastern Oakland County Water Authority  
SOCRRA

Subject: Independent Contractor Agreement

Board Members:

At the January board meeting, we discussed a draft contract for me to provide consulting services to the Authorities after my retirement. Mr. Davis has prepared the attached draft agreement for review by the Boards. The Agreement provides for:

1. An independent contractor relationship
2. A three year agreement that can be terminated by either party with 30 day notice
3. A maximum of 10 hours of consulting per month, at the request of the General Manager. Additional hours would require Board approval.
4. A prohibition against employment or consulting for any member municipality or any entity with a contractual relationship with SOCWA or SOCRRA, including GLWA.

Following Board approval of the draft Agreement, Mr. Davis and I will review the agreement with Mr. Griffin to make sure that the agreement meets his needs before the agreement is completed.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested resolution: "That the Independent Contractor Agreement is approved."

**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR CONSULTING SERVICES**

This Agreement, made this \_\_\_ day of February, 2024, is made between the Southeastern Oakland County Water Authority and the Southeastern Oakland County Resource Recovery Authority, hereinafter referred to as "Authority", with a principal place of business at 3910 W. Webster Road, Royal Oak, MI 48073, and Mr. Jeff McKeen ("Contractor"), with a principal place of business at 59 Stonehurst, Grosse Pointe Shores, MI 48236, and for its terms states the following:

**RECITALS**

**WHEREAS**, the Authority consists of two (2) entities enabled by State law that service constituent municipal entities for water and trash services; and

**WHEREAS**, the Authority is managed by a General Manager appointed and functioning at the direction of the Authority Boards; and

**WHEREAS**, Mr. Jeff McKeen has served at the General Manager since 2002 and will retire in \_\_\_\_\_ of \_\_\_\_\_; and

**WHEREAS**, the new General Manager and the Authority both wish to engage Jeff McKeen to provide ongoing consulting services as set forth herein; and

**WHEREAS**, Jeff McKeen is willing and has the time, skill and know-how to provide the consulting services as set forth herein; and

**WHEREAS**, both the Authority and Jeff McKeen agree they are authorized to enter into this Agreement and be bound by its terms.

**NOW, THEREFORE**, the parties do hereby agree to the terms and conditions set forth herein with valuable consideration accepted and acknowledged.

1. **Term of Agreement.** This Agreement is effective when signed by both parties and shall continue for a period of three (3) years. This Agreement may be extended or renewed by written Agreement signed by both parties.

2. **Terminating the Agreement.** Either party may terminate, for any reason and at will, this Agreement by giving thirty (30) days written notice of termination to the other party.

3. **Services to be Performed under the Agreement.** Contractor agrees to perform the following services for the Authority at the request of the Authority General Manager:

- In office or remote consulting services on Authority operations and community relationships as necessary, with a maximum of ten (10) hours per month, unless additional hours are authorized by the applicable Authority Board or Boards.

4. **Payment.** In consideration for the services to be performed by Contractor, Authority agrees to pay Contractor the sum of \$150.00/per hour.

5. **Terms of Payment and Payment Process.** Contractor shall invoice Authority (distinguished between time allocated to SOCRRA and SOCWA) on a monthly basis for each consulting service that has been completed by Contractor. Contractor shall invoice at quarter hour increments. Each request for in-office consulting services shall be invoiced at a two (2) hour minimum. Authority shall pay Contractor within thirty (30) days of an invoice presented under this Agreement.

6. **Conflicts.** During the Agreement, Contractor agrees not to provide consulting services of any kind or employment to any other entity that conflicts with Contractor's consulting services under this Agreement. This includes, but is not limited to, any constituent municipal entity of SOCRRA or SOCWA, the Great Lakes Water Authority and any entity currently, or in the future, in a contract relationship with either SOCRRA or SOCWA.

7. **Expenses.** Contractor shall be responsible for all expenses incurred while performing consulting services under this Agreement. This includes any license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.

8. **Materials.** Contractor will furnish all materials and supplies used to provide the consulting services under the terms of this Agreement.

9. **Independent Contractor Status.** The parties agree that Contractor is an independent contractor, and that Contractor shall not be deemed to be an employee of Authority under this Agreement. In the capacity as an independent contractor, Contractor agrees to and represents the following:

- Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
- Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and Authority shall not hire, supervise, or pay any assistants to help Contractor.
- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Authority in the professional skills necessary to perform the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required by Authority to devote full time to the performance of the services required by this Agreement.
- The Contractor does not receive the majority of its annual compensation from Authority.

The parties acknowledge and agree that the Authority is entering into this Agreement with reliance on the representations made by Contractor relative to Contractor's independent contractor status.

**10. Permits and Licenses.** Contractor declares that Contractor has complied with all applicable federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement. Contractor agrees Contractor will maintain, in good standing, a Michigan Professional Engineering License at all times during the Agreement.

**11. State and Federal Taxes.** Authority will not:

- Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, or
- Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing any consulting services under this Agreement, including all applicable income taxes.

**12. Fringe Benefits.** Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Authority of any kind.

**13. Worker's Compensation.** Authority shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide Authority with a certificate of worker's compensation insurance before the employees begin work.

**14. Unemployment Compensation.** Authority shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If a Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by Authority under this Agreement.

**15. Insurance.** Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless Authority from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts or the acts of the employees or agents of Contractor.

**16. Exclusive Agreement.** This is the entire Agreement between Contractor and Authority.

**17. Modifying the Agreement.** This Agreement may only be modified by a writing signed by both parties.

**18. Confidentiality.** Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Authority without Authority's prior written

permission except to the extent necessary to perform services on Authority's behalf. Proprietary or confidential information includes:

- The written, printed, graphic, or electronically recorded materials furnished by Authority for Contractor to use;
- Business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind; and
- Information belonging to customers and suppliers of Authority about whom Contractor gained knowledge as a result of Contractor's services to Authority. Contractor shall not be restricted in using any material that is publicly available, already in Contractor's possession, or known to Contractor without restriction, or that is rightfully obtained by Contractor from sources other than Authority. On termination of Contractor's services to Authority, or at Authority's request, Contractor shall deliver to Authority all materials in Contractor's possession relating to Authority's business.

**19. Disputes Resolution.** Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that Authority violated any state or federal statutes, common-law doctrine, or committed any tort with respect to Contractor shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of their own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

**20. Applicable Law.** This Agreement will be governed by the laws of the State of Michigan and shall be deemed to be mutually drafted by the parties.

**21. Notices.** All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Authority at 3910 W. Webster, Royal Oak, MI 48073 and to Contractor at the address shown below under Contractor's signature. Each such notice or other communication shall be deemed given, delivered, and received on its actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the U.S. Postal Service's return receipt. Any party to this Agreement may give a notice of a change of its address to the other party(ies) to this Agreement.

**22. No Partnership.** This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Authority's behalf.

23. **Assignment and Delegation.** Contractor may not assign or subcontract any rights or obligations under this Agreement without Authority's prior written approval.

Signatures:

**AUTHORITY:**

For SOCRRA

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

Its:

Dated: February \_\_\_\_, 2024

For SOCWA

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

Its:

Dated February \_\_\_\_, 2024

**CONTRACTOR:**

/s/ \_\_\_\_\_

Jeff McKeen

59 Stonehurst

Grosse Pointe Shores, MI 48236

Dated: February \_\_\_\_, 2024

February 2, 2024

Board of Trustees  
Southeastern Oakland County Water Authority  
SOCRRA

Subject: Banking Changes

Board Members:

As a result of Eric Griffin being named General Manager, we are working with our various banks and financial institutions to add Eric as the primary person for overall responsibility and moving me to an authorized signer role. At least one of our banks is requesting a certified Board resolution to accomplish this so I am recommending that each Board approve the suggested resolution.

Following my retirement, we will ask Board approval for a similar resolution removing me from all SOCWA and SOCRRA accounts.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested resolution: "That the General Manager Eric Griffin is authorized to be the primary signer for all SOCWA and SOCRRA accounts with Jeff McKeen being designated as an authorized signer for all SOCWA and SOCRRA accounts."



SOCRRA – Regular Meeting – January 10, 2024  
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Adjourned –	13508

SOCRRA  
REGULAR MEETING MINUTES

Wednesday, January 10, 2024 – Berkley Parks and Recreation

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

<u>Present</u>	<u>Votes</u>	<u>Municipality</u>
Shawn Young	4	Berkley
Jeff Campbell	3	Beverly Hills
Jana Ecker	6	Birmingham
Trever Zablocki	3	Clawson
James Jameson (Alternate)	5	Ferndale
Andy LeCureaux	3	Hazel Park
Chris Wilson	2	Huntington Woods
Susie Stec (Alternate)	1	Lathrup Village
Dave DeCoster	5	Oak Park
Jim Breuckman	1	Pleasant Ridge
Aaron Filipski	14	Royal Oak
Kurt Bovensiep	<u>15</u>	Troy
 Total	 62	

<u>Absent</u>	<u>Votes</u>	<u>Municipality</u>
None		

Also Present

Jeff McKeen, General Manager  
 Robert Jackovich, Operations Manager  
 Robert Davis, General Counsel  
 Colette Farris, Organizational Development Manager  
 Scott Zielinski, Birmingham  
 Mike Greene, Lathrup Village

Mr. C. Wilson, Chair called the meeting to order at 9:30 a.m.

-13496-

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.

-13497-

Motion by Mr. J. Breuckman, supported by Ms. S. Stec:

That the Agenda be approved as amended.

Yeas: Young, Campbell, Ecker, Zablocki, Jameson, LeCureaux, Wilson, Stec,  
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)  
Nays: None  
Absent: None

**Motion carried.**

-13498-

Motion by Mr. A. LeCureaux, supported by Mr. K. Bovensiep:

That the General Manager Employment Agreement be approved by the Board.

**ROLL CALL VOTE**

Yeas: Young, Campbell, Ecker, Zablocki, Jameson, LeCureaux, Wilson, Stec,  
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)  
Nays: None  
Absent: None

**Motion carried.**

-13499-

Motion by Mr. A. LeCureaux, supported by Mr. A. Filipski:

That the Authorities' Personnel Policies be revised to allow Medicare eligible employees to use their Health Care Savings Plan funds for reimbursement of Medicare premiums, to terminate the required 5% of salary contribution to the Health Care Savings Plan, and to add 80 hours of parental leave.

**ROLL CALL VOTE**

Yeas: Young, Campbell, Ecker, Zablocki, Jameson, LeCureaux, Wilson, Stec,  
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)  
Nays: None  
Absent: None

**Motion carried.**

-13500-

Motion by Mr. K. Bovensiep, supported by Mr. J. Breuckman:

To work with the current General Manager and MERS to draft an amended contract after the new General Manager begins, which includes a \$20,000 bonus to be paid equally by SOCWA and SOCRRA.

**ROLL CALL VOTE**

Yeas: Young, Campbell, Ecker, Zablocki, Jameson, LeCureaux, Wilson, Stec,  
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)  
Nays: None  
Absent: None

**Motion carried.**

-13501-

**APPROVAL OF CONSENT AGENDA**

Motion by Mr. J. Breuckman, supported by Mr. K. Bovensiep:

That the Consent Agenda be approved.

**APPROVAL OF MEETING MINUTES**

That the minutes of the Regular Meeting of December 13, 2023 and the Special Meeting of December 19, 2023 be approved as submitted.

**APPROVAL OF WARRANT – NO. RA-853**

That Warrant RA-853 in the amount of \$1,949,104.77 be approved and payments authorized.

**INFORMATION REPORTS**

That the monthly information reports be received and filed.

### **SCALE SOFTWARE UPGRADE**

That the Board authorize Infoview Systems to revise the scale software at a cost not to exceed \$9,560 under the Professional Services section of SOCRRA's Purchasing Policy.

#### **ROLL CALL VOTE**

Yeas: Young, Campbell, Ecker, Zablocki, Jameson, LeCureaux, Wilson, Stec,  
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)  
Nays: None  
Absent: None

#### **Motion carried.**

-13502-

Motion by Mr. A. LeCureaux, supported by Ms. J. Ecker:

That the report on Operations Update be received and filed.

Yeas: Young, Campbell, Ecker, Zablocki, Jameson, LeCureaux, Wilson, Stec,  
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)  
Nays: None  
Absent: None

#### **Motion carried.**

-13503-

Motion by Mr. A. Filipski, supported by Mr. J. Campbell:

That the report on Winter Yard Waste be received and filed.

Yeas: Young, Campbell, Ecker, Zablocki, Jameson, LeCureaux, Wilson, Stec,  
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)  
Nays: None  
Absent: None

#### **Motion carried.**

-13504-

Motion by Ms. S. Stec, supported by Mr. A. LeCureaux:

That the report on Contractor Rates for 2024/25 be received and filed.

Yeas: Young, Campbell, Ecker, Zablocki, Jameson, LeCureaux, Wilson, Stec,  
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)  
Nays: None  
Absent: None

**Motion carried.**

-13505-

Motion by Mr. J. Breuckman, supported by Mr. A. LeCureaux:

That the report on SOCRRA Rate Projection for 2024/25 be received and filed.

Yeas: Young, Campbell, Ecker, Zablocki, Jameson, LeCureaux, Wilson, Stec,  
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)  
Nays: None  
Absent: None

**Motion carried.**

-13506-

Motion by Ms. S. Stec, supported by Mr. A. LeCureaux:

That the report on Disaster Debris Management Plan Project be received and filed.

Yeas: Young, Campbell, Ecker, Zablocki, Jameson, LeCureaux, Wilson, Stec,  
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)  
Nays: None  
Absent: None

**Motion carried.**

-13507-

Motion by Mr. C. Wilson, supported by Mr. A. LeCureaux:

That, in accordance with the Authority's Purchasing Policy, the Board authorize the purchase and installation of approximately 1,075 feet of 6' commercial fencing from Jaffco at a cost of \$33,900.

**ROLL CALL VOTE**

Yeas: Young, Campbell, Ecker, Zablocki, Jameson, LeCureaux, Wilson, Stec,  
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)

Nays: None

Absent: None

**Motion carried.**

-13508-

Motion by Mr. A. LeCureaux, supported by Ms. S. Stec:

That the meeting be adjourned.

Yeas: Young, Campbell, Ecker, Zablocki, Jameson, LeCureaux, Wilson, Stec,  
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)

Nays: None

Absent: None

The Chair ordered the meeting adjourned at 10:41 a.m.

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

\_\_\_\_\_  
Secretary

SOCRRA  
CHECK WARRANT  
JANUARY 2024

RRA 854  
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
80275	Car Trucking	54,152.89	Collection Contract
80276	Davis Listman PLLC	2,975.87	Legal Services
80277	Grainger	1,996.51	Maintenance of Equipment - TS, MH
80278	Harbor Freight Tools	308.86	Tools - TS
80279	Home Depot Credit Services	543.17	Maintenance of Equipment - TS, MH, Supplies, Personal Safety Equipment - MRF
80280	IRIS Waste Diversion Specialists Inc.	2,794.38	Recycling Education
80281	Latigo Transport Inc.	17,521.88	Hauling Leaves
80282	Lyden Oil Company	139.39	Maintenance of Equipment - TS
80283	The City of Madison Heights	69.32	Utilities - MH
80284	Metal Mart USA	133.80	Maintenance of Equipment - TS
80285	Michigan Municipal Risk	28,568.00	Property & Liability Insurance
80286	Michigan Municipal Risk Management	12,471.52	Utilities - MRF, TS
80287	Propane Services/Superior Plus Energy	282.30	Fuel - MRF
80288	RKA Petroleum Companies Inc.	3,585.21	Fuel - TS
80289	Rose Pest Solutions	216.00	Maintenance of Property & Grounds - TS
80290	The City of Troy	25.00	Maintenance of Building - MRF
80291	Tringali Sanitation	315,669.85	Collection Contract
80292	Uline	640.35	Supplies - MRF
80293	SOCWA	11,894.46	SOCWA Administrative Wages
80294	RedGuard Fire & Security	618.00	Internet/Security - MRF, TS
80295	Leadpoint	50,853.05	Temporary Staffing - MRF
80296	Great Lakes Lubricants	1,086.55	Maintenance of Equipment - MRF
80297	Premier Properties & Management	601.63	Rental Properties
80298	Fire Rover LLC	2,210.00	Maintenance of Property & Grounds - MRF
80299	TWN Consulting LLC	625.00	Consulting
80300	GFL Environmental USA	109,324.37	Collection Contract
80301	GFL Environmental USA	196.00	Collection Contract
80302	Airgas USA LLC	302.84	Supplies - TS, CS
80303	Alta Equipment Company	17,925.49	Maintenance of Equipment - CS
80304	Car Trucking	101,290.60	Collection Contract
80305	Cintas Corporation	506.00	Maintenance of Building - MRF
80306	Home Depot Credit Services	133.59	Maintenance of Equipment - TS, Supplies - CS
80307	Jay's Septic Tank Service	400.00	Maintenance of Equipment - TS
80308	Latigo Transport Inc.	20,379.13	Hauling Leaves - TS
80309	MacAllister Rentals	806.75	Equipment Rental - MRF



SOCRRRA  
CHECK WARRANT  
JANUARY 2024

RRA 854

ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
80310	O'Reilly Auto Parts	68.40	Maintenance of Equipment - MRF
80311	Employee Optical Dental Reimbursement	172.00	Employee Optical Dental Reimbursement
80312	Reliable Compactor Service Inc.	12,858.73	Construction in Progress - TS
80313	RKA Petroleum Companies Inc.	1,441.67	Fuel - TS
80314	Specialty Employment Services	5,095.66	Temporary Staffing - MRF
80315	Setco Inc.	1,829.68	Maintenance of Equipment - MRF
80316	VFP Fire Systems	2,359.00	Maintenance of Equipment - MRF
80317	Washington Elevator Company Inc.	277.20	Maintenance of Property & Grounds - TS
80318	SOCWA	11,434.36	SOCWA Administrative Wages
80319	Fontenot Landscape Services LLC	37,124.00	Brush Chipping
80320	IDF Clean-up Inc	5,000.00	Equipment Rental - MRF
80321	Great Lakes Lubricants	512.27	Maintenance of Equipment - CS
80322	Progressive Sweeping Contractors Inc.	3,415.06	Maintenance of Property & Grounds - TS
80323	TIREMAXX	270.77	Maintenance of Equipment - TS
80324	GFL Environmental USA	109,000.00	Collection Contract
80325	GFL Environmental USA	161.00	Collection Contract
80326	Tringali Sanitation	625.00	Collection Contract
80327	Tringali Sanitation	17,600.22	Collection Contract
80328	Tringali Sanitation	25,309.52	Collection Contract
80329	Tringali Sanitation	677.60	Collection Contract
80330	Tringali Sanitation	2,845.92	Collection Contract
80331	Tringali Sanitation	1,355.20	Collection Contract
80332	Interstate Billing Services Inc	5,529.71	Maintenance of Equipment - MRF
80333	Car Trucking	141,868.29	Collection Contract
80334	Cintas Corporation	742.43	Maintenance of Building - MRF
80335	Fire Defense Equipment Co	352.26	Maintenance of Building - MRF
80336	Home Depot Credit Services	1,169.95	Supplies, Tools - MRF
80337	Latigo Transport Inc.	10,052.25	Haul Leaves - TS
80338	Michigan Cat	3,648.13	Maintenance of Equipment - MRF, TS, CS
80339	Michigan Municipal Risk Management	15,157.14	Utilities - MRF, TS
80340	O'Reilly Auto Parts	184.88	Maintenance of Equipment - TS
80341	RKA Petroleum Companies Inc.	3,441.19	Fuel - TS, CS
80342	Specialty Employment Services	2,765.18	Temporary Staffing - MRF
80343	Total Packaging Concepts	2,080.00	Supplies - MRF

SOCRRA  
CHECK WARRANT  
JANUARY 2024

RRA 854  
ACCT. 1009

PURPOSE

CHECK #	PAYEE	AMOUNT	PURPOSE
80344	SOCWA	30,664.17	Q2 2024 Administrative Benefit Share
80345	Leadpoint	59,078.34	Temporary Staffing - MRF
80346	IDF Clean-up Inc	5,000.00	Equipment Rental - MRF
80347	Occupational Health Centers of Michigan PC	288.00	Pre-hire Physical
80348	eCycle Opportunities LLC	10,390.90	Electronics Recycling - MRF
80349	Bandit Industries	11,706.19	Maintenance of Equipment - CS
80350	ERG Environmental Services	51,345.23	HHW - MRF
80351	Huntington National Bank	17,339.10	Compost Screener & Grinder Payments
80352	Pirtek Madison Heights	1,711.25	Maintenance of Property & Grounds - CS
80353	Detroit Recycling	5,336.30	Recycling Services - MRF
80354	MI Conveyance Solutions	1,977.48	Maintenance of Equipment - MRF
80355	GFL Environmental USA	13,221.45	Collection Contract
80356	Fidlar Technologies Inc	1,185.75	Office Expense
80357	GFL Environmental USA	5,400.00	Collection Contract
80358	GFL Environmental USA	109,000.00	Collection Contract
80359	GFL Environmental USA	67,207.77	Collection Contract
80360	Tringali Sanitation	12,429.71	Collection Contract
80361	Tringali Sanitation	6,572.72	Collection Contract
80362	Tringali Sanitation	5,082.00	Collection Contract
80363	Tringali Sanitation	68,409.61	Collection Contract
80364	Latigo Transport Inc.	1,417.00	Haul Leaves - TS
ACH	Alerus for MERS	3,659.90	Deferred Compensation, HCSP, Defined Contribution
ACH	Metro Wireless	275.55	Internet/Security - MRF, CS
EPAY	BASIC	466.26	2024 Renewal & Quarterly Admin Fees
EPAY	Comcast	628.25	Internet/Security - MRF, CS
EPAY	DTE Energy	242.96	Electric Service - Landfill, MH
EPAY	Flagstar Bank	6,993.15	Credit Card - Detail on last page
EPAY	MERS of Michigan	15,006.62	Defined Benefit Pension

OPERATION & MAINTENANCE FUND

**1,699,708.09**

SOCRRA  
CHECK WARRANT  
JANUARY 2024

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.

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Treasurer

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**General Manager**

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**Secretary**

The payments listed above were presented to the board of Trustees and were reviewed with no objection February 14, 2024.

SOCRRRA  
CHECK WARRANT  
JANUARY 2024

RRA 854  
ACCT. 1009

PAYEE		AMOUNT	PURPOSE
EPAY	Flagstar Credit Card - Detail	30.42	Personnel Improvement
		1,200.00	Maintenance of Equipment
		179.99	Maintenance of Building
		111.99	Administrative and Office
		33.45	Maintenance of Equipment
		35.00	Paypal/Square Fees
		70.00	Personnel Improvement
		210.90	Administrative and Office
		13.78	Administrative and Office
		91.56	Personnel Improvement
		214.93	Equipment Rental
		70.39	Personnel Improvement
		63.38	Personnel Improvement
		63.38	Personnel Improvement
		54.51	Fuel
		577.35	Personnel Improvement
		58.34	Fuel
		118.68	Fuel
		27.00	Personnel Improvement
		559.37	Personnel Improvement
		216.19	Personnel Improvement
		85.09	Personnel Improvement
		1,294.27	Personnel Improvement
		29.90	Personnel Improvement
		21.16	Personnel Improvement
		80.86	Personnel Improvement
		91.06	Maintenance of Equipment
		119.37	Personnel Improvement
		921.68	Maintenance of Equipment
		93.16	Maintenance of Equipment
		200.99	Maintenance of Equipment
		43.00	Administrative and Office
		12.00	Administrative and Office

**6,993.15**

January 12, 2024

Board of Trustees  
SOCRRA

Subject: Quarterly Report - Second Quarter 2023-2024

Board Members:

The SOCRRA Quarterly Report – Second Quarter 2023-2024 is included with your agenda packet and sent electronically as a separate attachment. Please disseminate this report to your Council/Commission members.

It is recommended that the Quarterly Report – Second Quarter 2023-2024 be received and filed.

Submitted by:

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Colleen Wayland  
Accountant/Treasurer

Approved by:

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Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: “That the Quarterly Report – Second Quarter 2023-2024 be received and filed.”



Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

## QUARTERLY REPORT January 2024

<b>BOARD OF TRUSTEES</b>	
<b>Representative</b>	<b>Municipality</b>
Shawn Young	City of Berkley
Jeff Campbell	Village of Beverly Hills
Jana Ecker	City of Birmingham
Trever Zablocki	City of Clawson
Andrea Bomar	City of Ferndale
Andy LeCureaux	City of Hazel Park
Chris Wilson	City of Huntington Woods
Susie Stec	City of Lathrup Village
Dave DeCoster	City of Oak Park
Jim Breuckman	City of Pleasant Ridge
Aaron Filipski	City of Royal Oak
Kurt Bovensiep	City of Troy

<b>OFFICERS</b>	
Chairman:	C. Wilson
Vice Chair:	K. Bovensiep
Secretary:	A. LeCureaux
Advisory Committee:	C. Wilson K. Bovensiep A. LeCureaux J. Breuckman

Jeff McKeen	General Manager
Bob Jackovich	Operations Manager

Board of Trustees  
SOCRRA

Subject: Quarterly Report - January 2024

Board Members:

Attached is a copy of SOCRRA's Quarterly Report covering the first six months operation of the 2023/24 fiscal year. The report contains a financial statement of SOCRRA's operation and an outline of projects in progress or completed during the quarter. The report also contains statistical information and other information of general interest to the members of the Board of Trustees, and the members of the governing body of each of the member municipalities of this Authority.

**FINANCIAL STATEMENT**

The total net income for the first 6 months of 2023/24 was \$1,109,578 before depreciation. This is a decrease from the net income of \$1,338,420 that was recorded for the first 6 months of 2022/23. The net income for the first 6 months was \$321,012 greater than budgeted.

	<u>Actual</u>	<u>Compared to Budget</u>
Revenue	\$14,735,925	+\$ 538,723
Expenses	\$13,626,347	+\$ 217,711
Net Income	+\$1,109,578	+\$321,012

SOCRRA's working capital was 7.3% as of December 29, 2023. This is lower than the 8.3% working capital goal approved by the Board and a decrease from the 8.9% working capital as of December 29, 2022.

Revenue was higher than planned for miscellaneous income (+\$208,000), the sale of recyclables (+\$204,000), member community revenue (+\$187,000), processing recycling for others (+\$143,000). interest income (+\$25,000) and grants +(\$11,000). These increases were partially offset by decreases in non-member refuse from Car Trucking, GFL, Tringali Sanitation and our other cash customers (-\$232,000), and the sale of compost (-\$11,000).

Expenses were higher than budget primarily due to higher than planned costs for non-labor Administrative and General Expenses (+\$226,000, which is largely due to an incremental contribution to the defined benefit pension plan) and for supplies (+\$47,000) which were partially offset by decreases in contractor expenses (-\$38,000) and maintenance (-\$8,000) and utilities (-\$7,000).

Total revenue for the first six months of 2023/24 increased by \$829,000 compared to the first six months of 2022/23. This increase was due to increases in member revenue (+\$547,000) due to the July 1, 2023 rate increase, revenue for processing recycling from non-members (+\$204,000), miscellaneous revenue (+\$197,000), revenue from the sale of recycled materials (+\$65,000), interest income (+\$33,000), and rental income (+\$7,000). These increases were partially offset by decreases in grant revenue (-\$121,000), revenue for non-member refuse (-\$94,000), and

compost sales (-\$10,000). Non-member community revenue was \$2.7 million and was 18% of total revenue.

Operating expenses for the first six months of 2023/24 were \$1.1 million higher compared to the first six months of 2022/23. The increase in expenses was primarily due to increased contractor costs.

Additional financial detail is attached.

### **MATERIAL HANDLED**

SOCRRA processed 121,902 tons of refuse, yard waste and recyclables during the first six months of the current fiscal year. This represents a decrease of 1.3% or 1,623 total tons compared to the same period last year. The amount of refuse from the member communities increased by 1.6%, which reversed the trend of declining refuse tonnage for the last two years. Member recycling decreased by 1.4%. Non-member refuse declined by 16% and non-member recycling increased by 49% mostly due to Priority Waste taking over collection contracts that had been held by GFL.

Our recent history of tonnage handled for the first half of the fiscal year is displayed in the table below:

	2019/20	2020/21	2021/22	2022/23	2023/24
Member Refuse	52,997	58,323	57,616	52,859	53,697
Non-Member Refuse	17,884	19,323	24,959	24,865	20,885
Member Recycling	12,260	12,656	12,030	10,932	10,780
Non-Member Recycling	3,748	4,500	3,458	3,762	5,610
Yard Waste	<u>34,284</u>	<u>33,431</u>	<u>28,298</u>	<u>31,107</u>	<u>30,929</u>
TOTAL	121,173	128,233	126,362	123,525	121,902

### **CAPITAL EXPENDITURES**

Capital expenditures for the first six months of the fiscal year totaled \$122,435. The expenditures were for the initial costs for the second robot at the MRF (\$18,000), principal payments for the new compost grinder (\$64,000) and the new compost screener (\$23,000) and the interest payments associated with the grinder and screener (\$18,000).

### **MAJOR PROJECTS**

#### **RECYCLING OPERATIONS**

Revenue from the sale of recycled materials was 8% higher for the first half of the year compared with the first half of last year. The prices that we receive for our recycled commodities steadily increased significantly throughout the first half of the year. December prices are mostly above the budgeted levels for 2023/24.

The MRF continues to operate very well. Leadpoint and CEO, our suppliers of sorter labor at the MRF, have been able to fully staff the MRF on most days.

Our first robot was installed at the MRF in August of 2022 and continues to perform well. The robot was partially funded through grants from the Polypropylene Recycling Coalition (polypropylene, PP or #5, is used in yogurt and food take out containers) and from the Michigan Department of Environment and Great Lakes and Energy (EGLE). The robot is being used to



sort PP and natural polyethylene (PE or #2, is used in milk jugs). PP is a new product from our MRF, and the robot has greatly increased our recovery of natural PE. Having the robot in place also enables us to improve the recovery of other materials by redeploying sorters.

We are working with a robot start-up company to supply a second robot for the MRF that will be partially funded by separate grants from Michigan EGLE, The Recycling Partnership, the Carton Council, the Food Service Packaging Institute and Lawrence Technological University. The robot is scheduled to be in service in March 2024.

Our glass is being recycled by Strategic Materials, which is located near Chicago. We continue to have to pay the cost of transporting our glass to Chicago for recycling and there is no payment or cost for the glass recycling.

We are continuing to process recyclables from other communities. We charge a tip fee for this service, and we sell the recycled products that result from this material. The revenue for recycling received from other communities increased by 71% from the first half of 2022/23. This was due to both an increase in our tip fee and an increased amount of material being processed.

### **COLLECTION OPERATIONS**

SOCRRA's operations have been normal throughout the first half of the fiscal year. Our collection contractors were on schedule throughout the first half of the year although collection ran significantly later into the evening during the fall months than in prior years. All three collection contractors are reporting that it has become slightly easier to hire and maintain employees. SOCRRA has opened our facilities both earlier and later than required under our contracts to accommodate both early and late deliveries from the contractors in order to help the contractors remain on their collection schedules. The amount of trash and recycling that we are receiving from the member communities has stabilized after dropping significantly last year. For the first quarter, we observed a small increase in trash (+1.6%) and a small decrease in recycling (-1.4%) tonnage from the member communities compared with the first half of last year.

### **RECYCLING DROP-OFF CENTER**

The SOCRRA recycling drop-off center continues to be open by appointment only for residents of the SOCRRA communities. Drop-off appointments are available through the SOCRRA website at <https://hgw.socrra.org/>. We instituted appointments to reduce the number of residents at our site at any one time. This has reduced traffic congestion issues at our site so that the truck operations to get material into and out of the Transfer Station and MRF are not affected by resident drop-off traffic. We have made several changes in our appointment system that have resulted in next day appointments generally being available throughout the day with appointments available for eight to ten different days. We are also doing Saturday appointments twice each month.

In order to make our drop-off service more accessible, we are continuing to provide alternative locations, which do not require appointments, for residents to drop off household hazardous waste, recycle electronics, cardboard, scrap metal and to have paper shredding performed. The details about these alternatives are attached to this report and are available on the SOCRRA website at <https://www.socrra.org/recycling-drop-off>.

### **PENSION FUNDING**

The SOCRRA Board approved incremental funding for the MERS defined benefit plan. This funding should serve to increase our funding level from the 79% level recorded as of December 31, 2022.

## **DISASTER DEBRIS MANAGEMENT PLANS**

The SOCRRA Board approved hiring Tetra Tech to develop disaster debris management plans for SOCRRA, the SOCRRA communities and RRRASOC and the RRRASOC communities (Farmington, Farmington Hills, Milford, Milford Twp., Novi, South Lyon, Southfield, Walled Lake and Wixom). Tetra Tech is a large engineering consulting firm with significant expertise in developing disaster debris management plans. While SOCRRA has been able to successfully handle debris generated by recent disaster events, the increasing frequency and severity of disasters made us realize that better planning is required for future disasters. Having our neighboring communities involved in this project lowers the cost of the project and prepares us for better collaboration during future disasters. We will be working with representatives of each community to develop these important plans.

## **ANNUAL AUDIT**

The annual audit report for the 2022/23 fiscal year was completed by our auditors, Plante & Moran, and was reviewed at the November 2023 SOCRRA Board meeting. The audit found the Authority to be in complete conformity with generally accepted accounting practices. The auditors concluded that the Authority's level of working capital decreased by \$586,000 during the fiscal year. We will be addressing the level of working capital during 2023/24. The net position of SOCRRA increased by \$670,000 during the year.

New accounting standards required SOCRRA to conduct an actuarial valuation of our liability for Other Post Employment Benefits (OPEB or retiree health insurance). We performed this analysis using a tool provided by Milliman, our actuarial firm. As of June 30, 2023, the OPEB plan for Union employees was 161.3% funded which is an increase from the 118.2% funding level as of June 30, 2022. The OPEB plan for the SOCWA administrative employees, which is a shared obligation between SOCRRA and SOCWA, was 186 % funded as of June 30, 2023. We are continuing to pay 100% of our retiree health insurance costs from the OPEB plan assets.

## **TROY TRANSFER STATION**

GFL is continuing to provide better service for the transportation and disposal of the refuse from the Troy Transfer Station. This has allowed us to continue to accept a large amount of third party refuse. For the first six months of the fiscal year, non-member tonnage was 28% of the refuse handled at Troy Transfer Station.

## **FALL LEAF SEASON**

We used the same operating plan for the fall leaf season this year using temporary, short-term storage of leaves at the DPW locations in Berkley, Birmingham, Clawson, Ferndale, Hazel Park and Royal Oak. SOCRRA hauled the stockpiled leaves from the DPW locations to the Compost Site. This operation worked very well. Fall operations were completed by mid-December.

During the winter months, residents of the SOCRRA communities can bring in up to 10 kraft paper bags of yard waste per visit to our Troy Transfer Station for composting. We will be continuing this service until curbside collection of yard waste begins again on Monday April 1, 2024.

## **NEW GENERAL MANAGER**

I will be retiring as the General Manager of SOCWA and SOCRRA during the second quarter of 2024 after more than 22 years of service. In preparation for my retirement, the SOCWA and SOCRRA Boards conducted a detailed interview process that resulted in the selection of Eric Griffin as the new General Manager of SOCWA and SOCRRA. Eric is starting as General Manager on February 12, 2024. I will be continuing to work with Eric for a couple of months to ensure a smooth transition. Eric is an engineer that has been working for GLWA and DWSD for

over 10 years. He worked closely with SOCWA staff on SCADA and metering issues, so he is familiar with the SOCWA water system.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager



Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

## ALTERNATIVES AVAILABLE TO SOCRRA RESIDENTS FREE OF CHARGE

**ERG Environmental Services** Phone: 734-437-9650

**Electronics Recycling and Household Hazardous Waste Disposal** (computers, TVs, cell phones, VCRs, video equipment, paint, household cleaners, medications, sharps, auto fluids, pesticides, etc. – visit [www.socrra.org](http://www.socrra.org) for a complete list)

- Location: 13040 Merriman Road, Livonia (Use visitor entrance, enter off Industrial Road)
- Hours: Call for current hours
- Must have ID showing residency from a SOCRRA community, Bingham Farms, the City of Bloomfield Hills or Franklin Village or **printed** paper voucher for Rochester and Rochester Hills residents -- purchase from city
- Ring doorbell and RETURN TO YOUR CAR. Attendant with PPE will unload your items

**eCycle Opportunities (JVS facility)** Phone: 248-233-4477

**Electronics Recycling ONLY** (computers, TVs, cell phones, VCRs, video equipment, etc. – visit [www.socrra.org](http://www.socrra.org) for a complete list)

- Location: 29699 Southfield Road, Southfield – part of the JVS building
- Hours: Call for current hours
- Must be resident of a SOCRRA community, Bingham Farms, the City of Bloomfield Hills or Franklin Village or bring **printed** paper voucher for Rochester and Rochester Hills residents -- purchase from city
- Go to warehouse door on south side of building (next to Arby's), place electronics in bin or on ground if they are large. Ring doorbell for assistance with heavy items

**GFL Recycling** Phone: 248-541-4020

Drop-off **Paper Shredding and Cardboard/Paper and Scrap Metal Recycling**

- Location: 414 E. Hudson, Royal Oak
- Hours: M – F 7AM – 4PM
- Procedure: **MASKS ARE REQUIRED**
  - Shredding – main building entrance; NOT self-service – leave papers with attendant
  - Cardboard/Paper and Scrap Metal recycling -- drive into truck entrance; open top dumpsters to self-unload

**SOCRRA's main function is to provide and manage the CURBSIDE collection of trash, recycling and yard waste in our 12 SOCRRA communities and we remain open and fully functional for these ESSENTIAL services.**

**SOCRRA**  
**INCOME STATEMENT**  
**07/01/23 - 12/31/23**

	Period Actual	Period Budget	Variance
<b>REVENUES</b>			
<b>MUNICIPAL REFUSE</b>			
MEMBER MSW	11,497,444.56	11,310,696.00	186,748.56
MONTHLY SURCHARGE	564,006.00	564,006.00	0.00
NON-MEMBER MSW	888,021.48	1,120,000.00	(231,978.52)
NON-MEMBER YARD WASTE	19,090.00	24,000.00	(4,910.00)
<b>TOTAL MUNICIPAL REFUSE</b>	<b>12,968,562.04</b>	<b>13,018,702.00</b>	<b>(50,139.96)</b>
<b>SALE OF RECYCLED MATERIAL</b>			
MIXED PAPER	218,724.13	122,000.00	96,724.13
NEWSPAPER	0.00	3,000.00	(3,000.00)
CARDBOARD	366,741.08	223,000.00	143,741.08
SORTED OFFICE PAPER	5,965.94	12,000.00	(6,034.06)
PLASTICS	78,463.05	130,000.00	(51,536.95)
SCRAP METAL	53,238.50	42,000.00	11,238.50
ALUMINUM CANS	95,151.20	72,000.00	23,151.20
TIN CANS	45,090.42	53,000.00	(7,909.58)
MIXED RECYCLING - OTHERS	491,438.83	348,000.00	143,438.83
BATTERIES	124.65	2,500.00	(2,375.35)
<b>TOTAL SALE OF RECYCLED MATERIAL</b>	<b>1,354,937.80</b>	<b>1,007,500.00</b>	<b>347,437.80</b>
<b>OTHER INCOME</b>			
COMPOST	43,980.00	55,000.00	(11,020.00)
RENTAL INCOME	70,970.00	62,000.00	8,970.00
INTEREST ON INVESTMENTS	65,590.95	41,000.00	24,590.95
GRANT REVENUE	11,078.54	0.00	11,078.54
MISC INCOME	220,805.23	13,000.00	207,805.23
<b>TOTAL OTHER INCOME</b>	<b>412,424.72</b>	<b>171,000.00</b>	<b>241,424.72</b>
<b>TOTAL REVENUES</b>	<b>14,735,924.56</b>	<b>14,197,202.00</b>	<b>538,722.56</b>
<b>EXPENSES</b>			
MADISON HEIGHTS TRANSFER STATION	19,165.86	25,600.00	(6,434.14)
TROY TRANSFER STATION	1,759,123.55	1,926,700.00	(167,576.45)
MATERIAL RECOVERY FACILITY	1,350,334.60	1,320,200.00	30,134.60
HOUSEHOLD HAZARDOUS WASTE	234,130.53	248,500.00	(14,369.47)
COMPOST FACILITY	306,301.87	342,600.00	(36,298.13)
ADMINISTRATIVE AND GENERAL	1,016,104.58	811,700.00	204,404.58
COLLECTION CONTRACT EXPENSES	5,229,180.37	5,766,668.00	(537,487.63)
IN TRANSIT	3,712,005.36	2,966,668.02	745,337.34
<b>TOTAL EXPENSE</b>	<b>13,626,346.72</b>	<b>13,408,636.02</b>	<b>217,710.70</b>
<b>NET INCOME BEFORE DEPRECIATION</b>	<b>1,109,577.84</b>	<b>788,565.98</b>	<b>321,011.86</b>
DEPRECIATION	492,651.00		
<b>NET INCOME</b>	<b>616,926.84</b>		

**SOCRRA**  
**INCOME STATEMENT COMPARED TO TOTAL BUDGET**  
**07/01/23 - 12/31/23**

	Period Actual	Total Budget 2023-2024	Remaining Budget	% Received or Expended
<b>REVENUES</b>				
<b>MUNICIPAL REFUSE</b>				
MEMBER MSW	11,497,444.56	22,621,392.00	11,123,947.44	51%
MONTHLY SURCHARGE	564,006.00	1,128,012.00	564,006.00	50%
NON-MEMBER MSW	888,021.48	2,100,000.00	1,211,978.52	42%
NON-MEMBER YARD WASTE	19,090.00	30,000.00	10,910.00	64%
<b>TOTAL MUNICIPAL REFUSE</b>	<b>12,968,562.04</b>	<b>25,879,404.00</b>	<b>12,910,841.96</b>	<b>50%</b>
<b>SALE OF RECYCLED MATERIAL</b>				
MIXED PAPER	218,724.13	240,000.00	21,275.87	91%
NEWSPAPER	0.00	6,000.00	6,000.00	0%
CARDBOARD	366,741.08	433,000.00	66,258.92	85%
SORTED OFFICE PAPER	5,965.94	24,000.00	18,034.06	25%
PLASTICS	78,463.05	251,000.00	172,536.95	31%
SCRAP METAL	53,238.50	82,000.00	28,761.50	65%
ALUMINUM CANS	95,151.20	142,000.00	46,848.80	67%
TIN CANS	45,090.42	107,000.00	61,909.58	42%
MIXED RECYCLING - OTHERS	491,438.83	700,000.00	208,561.17	70%
BATTERIES	124.65	5,000.00	4,875.35	2%
<b>TOTAL SALE OF RECYCLED MATERIAL</b>	<b>1,354,937.80</b>	<b>1,990,000.00</b>	<b>635,062.20</b>	<b>68%</b>
<b>OTHER INCOME</b>				
COMPOST	43,980.00	160,000.00	116,020.00	27%
RENTAL INCOME	70,970.00	125,000.00	54,030.00	57%
INTEREST ON INVESTMENTS	65,590.95	80,000.00	14,409.05	82%
GRANT REVENUE	11,078.54	0.00	(11,078.54)	0%
MISC INCOME	220,805.23	25,000.00	(195,805.23)	883%
<b>TOTAL OTHER INCOME</b>	<b>412,424.72</b>	<b>390,000.00</b>	<b>(22,424.72)</b>	<b>106%</b>
<b>TOTAL REVENUES</b>	<b>14,735,924.56</b>	<b>28,259,404.00</b>	<b>13,523,479.44</b>	<b>52%</b>
<b>EXPENSES</b>				
MADISON HEIGHTS TRANSFER STATION	19,165.86	50,000.00	30,834.14	38%
TROY TRANSFER STATION	1,759,123.55	4,752,000.00	2,992,876.45	37%
MATERIAL RECOVERY FACILITY	1,350,334.60	2,622,900.00	1,272,565.40	51%
HOUSEHOLD HAZARDOUS WASTE	234,130.53	499,000.00	264,869.47	47%
COMPOST FACILITY	306,301.87	637,500.00	331,198.13	48%
ADMINISTRATIVE AND GENERAL	1,016,104.58	1,443,400.00	427,295.42	70%
COLLECTION CONTRACT EXPENSES	5,229,180.37	15,800,000.00	10,570,819.63	33%
IN TRANSIT	3,712,005.36	0.00	(3,712,005.36)	0%
<b>TOTAL EXPENSE</b>	<b>13,626,346.72</b>	<b>25,804,800.00</b>	<b>12,178,453.28</b>	<b>53%</b>
<b>NET INCOME BEFORE DEPRECIATION</b>	<b>1,109,577.84</b>	<b>2,454,604.00</b>	<b>1,345,026.16</b>	<b>45%</b>

**SOCRRA**  
**COMPARATIVE STATEMENT**  
**07/01/23 - 12/31/23**

	Period Actual 2023-2024	Period Actual 2022-2023	Over/(Under)
<b>REVENUES</b>			
<b>MUNICIPAL REFUSE</b>			
MEMBER MSW	11,497,444.56	10,949,948.44	547,496.12
MONTHLY SURCHARGE	564,006.00	564,006.00	0.00
NON-MEMBER MSW	888,021.48	982,030.13	(94,008.65)
NON-MEMBER YARD WASTE	19,090.00	18,160.00	930.00
<b>TOTAL MUNICIPAL REFUSE</b>	<b>12,968,562.04</b>	<b>12,514,144.57</b>	<b>454,417.47</b>
<b>SALE OF RECYCLED MATERIAL</b>			
MIXED PAPER	218,724.13	138,856.65	79,867.48
NEWSPAPER	0.00	35,507.33	(35,507.33)
CARDBOARD	366,741.08	334,436.04	32,305.04
SORTED OFFICE PAPER	5,965.94	10,713.70	(4,747.76)
PLASTICS	78,463.05	99,720.29	(21,257.24)
SCRAP METAL	53,238.50	50,947.69	2,290.81
ALUMINUM CANS	95,151.20	83,141.71	12,009.49
TIN CANS	45,090.42	44,863.92	226.50
MIXED RECYCLING - OTHERS	491,438.83	287,728.61	203,710.22
BATTERIES	124.65	513.00	(388.35)
<b>TOTAL SALE OF RECYCLED MATERIAL</b>	<b>1,354,937.80</b>	<b>1,086,428.94</b>	<b>268,508.86</b>
<b>OTHER INCOME</b>			
COMPOST	43,980.00	54,229.00	(10,249.00)
RENTAL INCOME	70,970.00	63,865.00	7,105.00
INTEREST ON INVESTMENTS	65,590.95	32,558.92	33,032.03
GRANT REVENUE	11,078.54	131,843.05	(120,764.51)
MISC INCOME	220,805.23	23,875.20	196,930.03
<b>TOTAL OTHER INCOME</b>	<b>412,424.72</b>	<b>306,371.17</b>	<b>106,053.55</b>
<b>TOTAL REVENUES</b>	<b>14,735,924.56</b>	<b>13,906,944.68</b>	<b>828,979.88</b>
<b>EXPENSES</b>			
MADISON HEIGHTS TRANSFER STATION	19,165.86	17,377.87	1,787.99
TROY TRANSFER STATION	1,759,123.55	1,849,589.96	(90,466.41)
MATERIAL RECOVERY FACILITY	1,350,334.60	1,174,465.97	175,868.63
HOUSEHOLD HAZARDOUS WASTE	234,130.53	249,371.38	(15,240.85)
COMPOST FACILITY	306,301.87	256,047.99	50,253.88
ADMINISTRATIVE AND GENERAL	1,016,104.58	801,857.85	214,246.73
COLLECTION CONTRACT EXPENSES	5,229,180.37	4,572,943.02	656,237.35
IN TRANSIT	3,712,005.36	3,646,870.15	65,135.21
<b>TOTAL EXPENSES</b>	<b>13,626,346.72</b>	<b>12,568,524.19</b>	<b>1,057,822.53</b>
<b>NET INCOME BEFORE DEPRECIATION</b>	<b>1,109,577.84</b>	<b>1,338,420.49</b>	<b>(228,842.65)</b>
DEPRECIATION	492,651.00	475,885.50	
<b>NET INCOME</b>	<b>616,926.84</b>	<b>862,534.99</b>	

**SOCRRA**  
**INCOME STATEMENT & TONS**  
**07/01/23 - 12/31/23**

	<b>TOTAL TONS</b>	<b>AMOUNT</b>
<b>REVENUES</b>		
MEMBER SERVICES	53,697.39	12,061,450.56
NON-MEMBER MSW	20,885.43	888,021.48
<b>YARD WASTE</b>		
MEMBER	30,916.64	0.00
NON MEMBER	12.50	19,090.00
<b>RECYCLABLES</b>		
MEMBERS	10,780.21	0.00
NON MEMBER	5,609.62	0.00
<b>TOTAL MUNICIPAL REFUSE</b>	<b>121,901.79</b>	<b>12,968,562.04</b>

<b>SALE OF RECYCLED MATERIAL</b>		
MIXED PAPER		218,724.13
NEWSPAPER		0.00
CARDBOARD		366,741.08
SORTED OFFICE PAPER		5,965.94
PLASTICS		78,463.05
SCRAP METAL		53,238.50
ALUMINUM CANS		95,151.20
TIN CANS		45,090.42
MIXED RECYCLING - OTHERS		491,438.83
BATTERIES		124.65
<b>TOTAL SALE OF RECYCLED MATERIAL</b>		<b>1,354,937.80</b>

<b>OTHER INCOME</b>		
COMPOST		43,980.00
RENTAL INCOME		70,970.00
INTEREST ON INVESTMENTS		65,590.95
GRANT REVENUE		11,078.54
MISC INCOME		220,805.23
<b>TOTAL OTHER INCOME</b>		<b>412,424.72</b>
<b>TOTAL REVENUES</b>		<b>14,735,924.56</b>

<b>EXPENSES</b>		
MADISON HEIGHTS TRANSFER STATION		19,165.86
TROY TRANSFER STATION		1,759,123.55
MATERIAL RECOVERY FACILITY		1,350,334.60
HOUSEHOLD HAZARDOUS WASTE		234,130.53
COMPOST FACILITY		306,301.87
ADMINISTRATIVE AND GENERAL		1,016,104.58
COLLECTION CONTRACT EXPENSES		5,229,180.37
IN TRANSIT		3,712,005.36
<b>TOTAL EXPENSES</b>		<b>13,626,346.72</b>

**NET INCOME BEFORE DEPRECIATION** **1,109,577.84**



**SOCRRA**  
**TOTAL SERVICE CHARGES**  
**07/01/23 - 12/31/23**

<b>MUNICIPALITY</b>	<b>TONS</b>	<b>SERVICE CHARGES</b>
BERKLEY	5,685.60	631,389.38
BEVERLY HILLS	3,432.23	436,544.00
BIRMINGHAM	8,664.47	978,218.00
CLAWSON	4,467.90	548,326.62
FERNDALE	7,399.95	1,214,679.72
HAZEL PARK	5,027.46	751,193.04
HUNTINGTON WOODS	2,451.00	233,559.97
LATHRUP VILLAGE	1,681.42	195,396.98
OAK PARK	7,517.92	1,119,141.56
PLEASANT RIDGE	1,237.04	124,047.94
ROYAL OAK	23,532.25	2,909,083.81
TROY	24,297.00	2,919,869.54
<b>TOTAL MEMBER</b>	<b>95,394.24</b>	<b>12,061,450.56</b>
<b>TOTAL OTHER CUSTOMERS</b>	<b>26,507.55</b>	<b>907,111.48</b>
<b>GRAND TOTAL</b>	<b>121,901.79</b>	<b>12,968,562.04</b>

**SOCRRA**

**Capital Expenditures**

**07/01/23 - 12/31/23**

**Capital Asset Expenditures**

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MRF Glacier Robot	17,960.50
Troy TS Exit Repair	440.08
<b>Total</b>	<b>18,400.58</b>

**Capital Asset Debt Service**

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Compost Screener Loan	22,544.89
Compost Grinder Loan	63,717.08
Interest Paid on Capital Asset Debt	17,772.63
<b>Total</b>	<b>104,034.60</b>

January 31, 2024

Mr. Jeffrey McKeen, General Manager  
SOCRRA  
3910 W. Webster Road  
Royal Oak, MI 48073-6764

**VIA ELECTRONIC MAIL**

**Re: Quarterly Legal Report/SOCRRA**

Dear Mr. McKeen:

This letter serves as the quarterly legal report for the past quarter. This report is also intended to set forth the expected legal work issues in the next quarter. This report is based on the issues presented to date. As the next quarter progresses, there may be new issues that require attention.

**I. CURRENT PROJECTS**

**A. Ongoing Service Provider Contract Issues**

Work with administration on the continued implementation of all four (4) service contracts as requested. Draft contract amendments as necessary. Assist in disputes as necessary. Analyze and address disputes and service-related issues as necessary. Strategy with administration on performance issues, penalties and site solutions.

Work with administration to address member community disputes with service providers.

On-going discussions and strategy for 2027 RFP and contracts.

**B. Ongoing Landfill Issues**

SOCRRA is routinely inspected and receives a letter from the State on the results. As a result of meetings and negotiations, the landfill is now designated as closed by the MDEQ. The closure is retroactive to 2005 which provides SOCRRA with post closure relief in terms of the time and expenditures. Continue to analyze post closure obligations with administration and potential relief from end use plan financial obligations as currently imposed by the Circuit Court. Strategy with administration on fund release process. Continue to provide research and advise on leachate management and compliance with PFAS discharge issues. Coordinate experts. Analyze recent State focus on PFOA and PFOS sampling results. Continue to review and assist with responses to State inspection issues. Continue to review and monitor all discharge issues. Continue to monitor gas sampling related to the closed Landfill.

C. Madison Heights Transfer Station/Troy Transfer Station

Continue to research upgrades and modifications to the facility. Ongoing discussion with EGLE on site compliance. Continue to monitor relationship with Madison Heights and EGLE.

Research and monitor ongoing issues with EGLE on Troy facility permit extension.

Continue to review and analyze sale of property issues, including indemnity on RAP documents and potential easement issues.

D. Compost Facility

Analyze site issues and potential expansion rights under Court rulings and controlling documents. Analyze site work issues and consulting contracts. Continue to analyze pending residential development near the facility. Analyze hours of operation and objectives of contractors.

II. **NEXT QUARTER PROJECTS**

A. Opinion Letters and Research as Requested and Authorized.

B. Review and develop contracts as requested on services/purchases required by SOCRRA.

C. Continued strategy on Madison Heights Transfer Station and facility improvements.

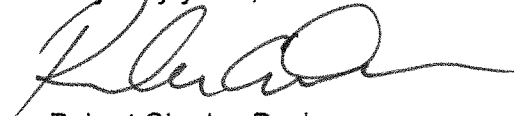
D. Continued review and conferences on potential sale and redevelopment of Madison Heights property as a whole.

E. Continue to review and determine impacts of recent changes to Part 115 regulations, including new Materials Management Plan requirements.

F. Continue strategy on 2027 RFP and contract issues.

Should you have any questions and/or concerns, please do not hesitate to call.

Very truly yours,



Robert Charles Davis

Board of Trustees  
SOCRRA

Subject: Investments – July 1, 2023 to December 31, 2023

Board Members:


Attached is a list of investments made by the Authority during the second quarter of fiscal year 2023-2024. These investments comply with Act 79 of the Public Acts of 1979. The Authority’s investment policy is to have 90% or more of all available funds invested. On December 31, 2023, the Authority had 99.9% of all funds invested and accruing interest.

The Board of Trustees has authorized the General Manager to enter into agreements with Michigan First Credit Union, Flagstar Bank, PNC Bank, and the Oakland County and Michigan CLASS Local Government Investment Pools for the investment of surplus funds as provided for in Public Act 367. The attached list details interest income from these investments. The following table summarizes interest income over the prior 10 fiscal years.

<b>Fiscal Year</b>	<b>Interest Earned</b>
2013/14	26,559
2014/15	23,483
2015/16	24,610
2016/17	67,040
2017/18	86,747
2018/19	71,581
2019/20	10,885
2020/21	28,656
2021/22	23,148
2022/23	87,486
2023/24 (half year)	65,591

It is recommended that this report be received and filed and made a part of the Board record.

Submitted by:

  
 Colleen Wayland  
 Accounting & Finance Manager

Approved by:

  
 \_\_\_\_\_  
 Jeffrey A. McKeen, P.E.  
 General Manager

Suggested Resolution: "That the investments report made by the Authority for July 1, 2023 to December 31, 2023 be received and filed and made a part of the Board record."

**SOCRRA INVESTMENTS**

Second Quarter 2023-2024

<b>Interest Income by Account</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>Total Interest by Account</b>
1006 Zions Bond Reserve	2,091.62	2,159.17	2,242.21	2,186.50	2,266.83	2,205.46	<b>13,151.79</b>
1008 Flagstar Receiving	8.49	8.92	8.63	8.92	8.63	8.73	<b>52.32</b>
1008B Flagstar Insured Cash Sweep (ICS)	1,957.02	1,847.01	2,309.70	3,188.60	2,999.55	3,618.78	<b>15,920.66</b>
1009 Flagstar O & M	347.62	395.57	396.78	447.55	360.45	360.10	<b>2,308.07</b>
1010 Zions Bond Redemption	320.31	191.78	2.28	2.22	2.30	2.24	<b>521.13</b>
1055 Michigan First Credit Union	217.25	217.34	252.50	261.05	252.76	261.31	<b>1,462.21</b>
1105 PNC	557.01	590.45	553.64	612.25	575.37	557.45	<b>3,446.17</b>
1110 Oakland County Investment Pool	923.69	442.82	1,043.74	2,906.42	2,420.42	2,089.95	<b>9,827.04</b>
1115 Flagstar Savings	868.51	915.54	889.13	921.90	895.31	928.31	<b>5,418.70</b>
1125 Flagstar Development CD	0.00	0.00	0.00	0.00	4,357.82	0.00	<b>4,357.82</b>
1130 Flagstar Cart Fund	34.36	36.22	35.17	36.47	35.42	13.03	<b>190.67</b>
1140 Michigan CLASS Investment Pool	233.18	927.88	906.41	943.99	927.08	963.61	<b>4,902.15</b>
1155 MMRMA	0.00	0.00	4,032.22	0.00	0.00	0.00	<b>4,032.22</b>
<b>Total Interest by Month</b>	<b>7,559.06</b>	<b>7,732.70</b>	<b>12,672.41</b>	<b>11,515.87</b>	<b>15,101.94</b>	<b>11,008.97</b>	<b>65,590.95</b>

February 8, 2023

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 expired as of January 31, 2024. Under this contract, the vendor, Infoview Systems, provides 5 hours of programming support per month at no charge and invoices us at \$100 per hour for any time over 5 hours. We have been using more than the 5 programming hours per month following the implementation of the new scale software but I believe that the 5 hours will be adequate after the implementation issues have been resolved.

I am recommending that this contract extension be approved.

Respectfully submitted,

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, 2024 to January 31, 2025.”

## **SOFTWARE MAINTENANCE AGREEMENT**

This Agreement made the 14th day of February 2024, 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, 2024 and complete the Assignment as of January 31, 2025.

### **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 1/2 hour telephone support charge per consultation and 1 hour onsite fee per consultation. Remaining time is rounded up to the nearest 1/4 hour per consultation.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of February 14, 2024.

SOCRRA

CONSULTANT

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

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

## Contracts

SERVICE OPTION	MONTHLY FEE	ANNUAL FEE
<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%) \$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%) \$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%) \$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%) \$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

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**SOCRRA TONNAGE ANALYSIS**  
**January 2024**

Municipality	MSW			Compost			Recyclables			Total		
	2022	2023	2024	2022	2023	2024	2022	2023	2024	2022	2023	2024
Berkley	439.54	456.96	467.24	10.61	0	0.00	118.91	130.16	132.63	569.06	587.12	599.87
Beverly Hills	311.85	336.59	326.78	41.33	35.63	22.80	110.32	116.20	106.60	463.50	488.42	456.18
Birmingham	615.66	744.62	731.29	223.16	497.51	274.74	186.39	183.34	183.48	1,025.21	1,425.47	1,189.51
Clawson	303.5	402.43	375.80	0.00	0	0.00	65.48	84.09	85.91	368.98	486.52	461.71
Ferndale	753.03	807.83	812.41	99.18	33.06	89.26	137.74	160.06	153.60	989.95	1,000.95	1,055.27
Hazel Park	515.68	634.00	555.88	0.00	24.32	2.08	71.42	85.27	65.90	587.10	743.59	623.86
Huntington Woods	141.85	221.91	202.58	0.00	0	0.00	49.66	78.19	68.02	191.51	300.10	270.60
Lathrup Village	155.71	162.90	142.80	0.00	0	0.00	26.36	28.20	29.23	182.07	191.10	172.03
Oak Park	630.56	803.97	824.01	165.30	33.06	109.10	79.37	84.62	113.07	875.23	921.65	1,046.18
Pleasant Ridge	86.14	91.28	88.36	0.00	0	0.00	32.03	36.40	30.26	118.17	127.68	118.62
Royal Oak	1,702.55	1,821.50	1,802.34	0.00	0	33.33	436.08	428.10	453.85	2,138.63	2,249.60	2,289.52
Troy	<u>2,064.54</u>	<u>2,247.29</u>	<u>2,285.43</u>	<u>0.00</u>	<u>8.33</u>	<u>0.00</u>	<u>475.68</u>	<u>496.17</u>	<u>486.33</u>	<u>2,540.22</u>	<u>2,751.79</u>	<u>2,771.76</u>
	7,720.61	8,731.28	8,614.92	539.58	631.91	531.31	1,789.44	1,910.80	1,908.88	10,049.63	11,273.99	11,055.11
Other Customers	3,393.91	2,749.77	3,722.67	0.00	5.82	0.00	507.67	772.18	808.06	3,901.58	3,527.77	4,530.73
Authority	11,114.52	11,481.05	12,337.59	539.58	637.73	531.31	2,297.11	2,682.98	2,716.94	13,951.21	14,801.76	15,585.84

**SOCRRA TONNAGE PERCENTAGES**

**January 2024**

	<b>MSW</b>	<b>Compost</b>	<b>Recyclables</b>
	Percentage of City's	Percentage of City's	Percentage of City's
	Total Waste Stream	Total Waste Stream	Total Waste Stream
<u>Municipality</u>			
Berkley	78%	0%	22%
Beverly Hills	72%	5%	23%
Birmingham	62%	23%	15%
Clawson	81%	0%	14%
Ferndale	77%	8%	15%
Hazel Park	89%	0%	11%
Huntington Woods	75%	0%	25%
Lathrup Village	83%	0%	17%
Oak Park	79%	10%	11%
Pleasant Ridge	75%	0%	25%
Royal Oak	79%	1%	20%
Troy	82%	0%	18%

**SOCRRA**  
**Income Statement**  
**01/01/24 -01/31/24**

	<b>Actual-Period</b>	<b>Budget-Period</b>	<b>Variance</b>
<b>REVENUES</b>			
MEMBER MSW	1,885,114.00	1,885,116.00	(2.00)
MONTHLY SURCHARGE	94,001.00	94,001.00	0.00
NON-MEMBER MSW	150,915.78	140,000.00	10,915.78
NON-MEMBER YARD WASTE	120.00	0.00	120.00
<b>TOTAL REVENUES</b>	<b>2,130,150.78</b>	<b>2,119,117.00</b>	<b>11,033.78</b>
<b>SALE OF RECYCLED MATERIAL</b>			
MIXED PAPER	49,054.20	20,000.00	29,054.20
NEWSPAPER	0.00	1,000.00	(1,000.00)
CARDBOARD	90,144.00	38,000.00	52,144.00
SORTED OFFICE PAPER	0.00	0.00	0.00
PLASTICS	29,516.55	23,000.00	6,516.55
SCRAP METAL	7,258.64	6,000.00	1,258.64
ALUMINUM CANS	27,329.60	12,000.00	15,329.60
TIN CANS	12,801.80	8,000.00	4,801.80
MIXED RECYCLING - OTHERS	69,612.45	62,000.00	7,612.45
BATTERIES	0.00	500.00	(500.00)
<b>TOTAL SALE OF RECYCLED MATERIAL</b>	<b>285,717.24</b>	<b>170,500.00</b>	<b>115,217.24</b>
<b>OTHER INCOME</b>			
COMPOST	5,280.00	0.00	5,280.00
RENTAL INCOME	12,215.00	10,500.00	1,715.00
INTEREST ON INVESTMENTS	7,191.35	5,000.00	2,191.35
GRANT REVENUE	24,081.58	0.00	24,081.58
MISC INCOME	6,179.61	2,000.00	4,179.61
<b>TOTAL OTHER INCOME</b>	<b>54,947.54</b>	<b>17,500.00</b>	<b>37,447.54</b>
<b>TOTAL REVENUES</b>	<b>2,470,815.56</b>	<b>2,307,117.00</b>	<b>163,698.56</b>
<b>EXPENSES</b>			
MADISON HEIGHTS TRANSFER STATION	2,095.33	3,800.00	(1,704.67)
TROY TRANSFER STATION	122,707.91	360,050.00	(237,342.09)
MATERIAL RECOVERY FACILITY	158,735.72	223,700.00	(64,964.28)
HOUSEHOLD HAZARDOUS WASTE	15,676.92	36,750.00	(21,073.08)
COMPOST FACILITY	62,603.17	51,250.00	11,353.17
ADMINISTRATIVE AND GENERAL	120,952.20	121,100.00	(147.80)
COLLECTION CONTRACT EXPENSES	1,008,972.15	1,316,667.00	(307,694.85)
<b>TOTAL EXPENSES</b>	<b>1,491,743.40</b>	<b>2,113,317.00</b>	<b>(621,573.60)</b>
<b>REVENUE OVER EXPENSES</b>	<b>979,072.16</b>	<b>193,800.00</b>	<b>785,272.16</b>

**SOCRRA**  
**Income Statement**  
**07/01/23 -01/31/24**

	<b>Actual-Period</b>	<b>Budget-Period</b>	<b>Variance</b>
<b>REVENUES</b>			
MEMBER MSW	13,405,475.20	13,195,812.00	209,663.20
MONTHLY SURCHARGE	658,007.00	658,007.00	0.00
NON-MEMBER MSW	1,038,615.11	1,260,000.00	(221,384.89)
NON-MEMBER YARD WASTE	19,210.00	24,000.00	(4,790.00)
<b>TOTAL REVENUES</b>	<b>15,121,307.31</b>	<b>15,137,819.00</b>	<b>(16,511.69)</b>
<b>SALE OF RECYCLED MATERIAL</b>			
MIXED PAPER	269,302.36	142,000.00	127,302.36
NEWSPAPER	0.00	4,000.00	(4,000.00)
CARDBOARD	456,966.73	261,000.00	195,966.73
SORTED OFFICE PAPER	5,965.94	12,000.00	(6,034.06)
PLASTICS	107,979.60	153,000.00	(45,020.40)
SCRAP METAL	60,937.58	48,000.00	12,937.58
ALUMINUM CANS	122,542.80	84,000.00	38,542.80
TIN CANS	59,400.90	61,000.00	(1,599.10)
MIXED RECYCLING - OTHERS	561,051.28	410,000.00	151,051.28
BATTERIES	124.65	3,000.00	(2,875.35)
<b>TOTAL SALE OF RECYCLED MATERIAL</b>	<b>1,644,271.84</b>	<b>1,178,000.00</b>	<b>466,271.84</b>
<b>OTHER INCOME</b>			
COMPOST	49,260.00	55,000.00	(5,740.00)
RENTAL INCOME	83,185.00	72,500.00	10,685.00
INTEREST ON INVESTMENTS	77,165.09	46,000.00	31,165.09
GRANT REVENUE	35,160.12	0.00	35,160.12
MISC INCOME	229,768.12	15,000.00	214,768.12
<b>TOTAL OTHER INCOME</b>	<b>474,538.33</b>	<b>188,500.00</b>	<b>286,038.33</b>
<b>TOTAL REVENUES</b>	<b>17,240,117.48</b>	<b>16,504,319.00</b>	<b>735,798.48</b>
<b>EXPENSES</b>			
MADISON HEIGHTS TRANSFER STATION	21,261.19	29,400.00	(8,138.81)
TROY TRANSFER STATION	1,881,831.46	2,286,750.00	(404,918.54)
MATERIAL RECOVERY FACILITY	1,509,070.32	1,543,900.00	(34,829.68)
HOUSEHOLD HAZARDOUS WASTE	249,807.45	285,250.00	(35,442.55)
COMPOST FACILITY	368,888.89	393,850.00	(24,961.11)
ADMINISTRATIVE AND GENERAL	1,273,343.53	932,800.00	340,543.53
COLLECTION CONTRACT EXPENSES	6,238,152.52	7,083,335.00	(845,182.48)
IN TRANSIT	4,105,221.02	2,879,002.00	1,226,219.02
<b>TOTAL EXPENSES</b>	<b>15,647,576.38</b>	<b>15,434,287.00</b>	<b>213,289.38</b>
<b>REVENUE OVER EXPENSES</b>	<b>1,592,541.10</b>	<b>1,070,032.00</b>	<b>522,509.10</b>



**SOCRRA**  
**FINANCIAL STATUS SUMMARY**  
**JANUARY 2023-JANUARY 2024**

<u>Date</u>	<u>Unrestricted Cash</u>	<u>Working Capital</u>	<u>% of Goal</u>
1/31/2023	3,925,624	2,233,300	121.3%
2/28/2023	3,810,234	2,220,114	120.6%
3/31/2023	3,069,583	2,413,364	131.1%
4/28/2023	3,491,970	2,611,986	141.9%
5/31/2023	3,566,140	2,746,573	149.2%
6/30/2023	3,222,095	2,279,178	123.8%
7/31/2023	3,050,145	2,201,110	113.7%
8/31/2023	2,871,675	2,241,528	115.8%
9/30/2023	3,055,336	2,532,874	130.9%
10/31/2023	3,562,514	2,424,445	125.3%
11/30/2023	3,448,770	2,769,365	143.1%
12/29/2023	3,063,913	1,882,534	97.3%
1/31/2024	3,680,051	122,600	109.7%

**COMPOST PRODUCED & DELIVERED**  
*October 2, 2023 to January 27, 2024*

<b>Community</b>	<b>Finished Compost Received (cu. yds.)</b>	<b>Estimated Value</b>
Berkley	0	\$0
Beverly Hills	30	\$450
Birmingham	0	\$0
Clawson	0	\$0
Ferndale	0	\$0
Hazel Park	60	\$900
Huntington Woods	0	\$0
Lathrup Village	0	\$0
Oak Park	60	\$900
Pleasant Ridge	0	\$0
Royal Oak	120	\$1,800
Troy	120	\$1,800
	390	\$5,850
SOCRRA activities	0	\$0
Rochester Hills residents	20	\$300
Cash Customers	59	\$880
Account Customers	5,489	\$54,890
Donations	0	\$0
<b>TOTAL YARDS</b>	5,958	

February 7, 2024

Board of Trustees  
SOCRRA

Subject: Operations Update

Board Members:

SOCRRA operations continued in a normal fashion during January.

Collection

The collection contractors were able to remain on schedule throughout January. We had a few days of very cold and snowy weather in the middle part of the month, but the weather was not severe enough to impact collection.

January 2024 had one more collection day than January 2023, therefore we would expect to see a 4.5% increase in tonnage, if everything else was equal. Member refuse tonnage was 1.3% lower than January 2023 and member recycling tonnage was 0.1% lower than in January 2023. I don't believe that the tonnage decreases in January represent a trend yet.

	January <u>2024 tons</u>	January <u>2023 tons</u>	<u>% change</u>
Refuse	8,615	8,731	- 1.3%
Recycling	1,909	1,911	- 0.1%
Yard Waste	<u>531</u>	<u>632</u>	<u>-16.0%</u>
TOTAL	11,055	11,274	- 1.9%

Holiday cardboard recycling rollofs were placed in Berkley, Beverly Hills, Clawson, Huntington Woods, Oak Park, Royal Oak and Troy. A full report on this program is later in this agenda package.

Curbside collection of yard waste is scheduled to begin on Monday, April 1. I will be reviewing our winter yard waste program in the next agenda item.

SOCRRA Operations

SOCRRA operations at the Transfer Station were normal through January. GFL did not have any service issues in January except for January 30 and 31 when a snowstorm caused longer landfill turnaround times. This issue was resolved on February 1.

The amount of non-SOCRRA trash was 35% higher in January 2024 compared with January 2023 and was 63% higher than budgeted. Non-member recycling increased by 5% in January 2024 compared with January 2023 and was 62% higher than budgeted.

Leadpoint is fully staffing the MRF with sorters on most days.

The AMP sorting robot has been fully operational for a year and continues to function well. The grant agreement with Glacier Robotics has been completed. The scanners for the Glacier robot

were installed on November 7. The data from the scanners is being used to train Glacier's artificial intelligence system on our materials. The tentative in-service date for the robot is March 11, 2024. The support structure for the robot has been installed and the installation of the electrical power for the robot is pending. All of the grant agreements for this project are in place. We will be submitting our first reimbursement request in February.

We have completed the Recycling Quality Improvement grant activities in Oak Park and the data is currently being reviewed. We are also working with The Recycling Partnership to determine what other activities would be appropriate given the data provided by the project. We have begun planning the programs for Berkley and Troy for the Spring of 2024. These programs are complicated by Tringali's current method of providing service to the Troy Thursday area and the Berkley Friday area by bringing all of their recycling trucks into these comparatively small areas.

Revenue from the sale of recycled material was almost 100% above budget in January due primarily to higher prices for recycled cardboard and mixed paper and due to increased shipments of finished materials. January revenue from the sale of paper products was 136% above budget. Through January, revenue from the sale of recycled material is 41% above budget.

February paper prices increased for the 6<sup>th</sup> consecutive month. Cardboard increased by 17% and mixed paper increased by 19%. Paper prices are at their highest levels since August 2022.

The prices for recycled plastics and metals remained unchanged in January. The prices for plastics remain well below the budgeted levels while metal prices remain above budgeted levels. CleanTech, our usual purchaser of plastics, has resumed buying PET but has required us to supply separate truckloads of PET instead of the mixed plastic types that we typically supplied. For the month of January, revenue from the sale of plastics and metals was significantly higher than budgeted due to the timing of outgoing shipments, which were not picked up in December.

The number of recycling drop-off appointments decreased in January to 3,423 compared with 3,790 in December and decreased from 3,521 appointments in January of 2023. Eleven days in January were not fully booked, most of which were during the week of very cold weather in mid-January. We were able to maintain availability of next day appointments until late in the afternoon throughout the month. We routinely have eight to ten days with available appointments.

We are continuing our schedule of Saturday appointments being available about every other week. We had appointments available for two Saturdays in January, one of which was fully booked. Our current Saturday schedule is as follows:

February 3,17  
March 2, 16  
April 6, 20

We continue to closely monitor the number of available appointments.

The fall leaf season has been completed and it went extremely well. We will be meeting with each of the communities that stored leaves in their DPW yards to discuss whether we need to make any changes for next fall.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the report on Operations Update be received and filed."

February 7, 2024

Board of Trustees  
SOCRRA

Subject: Winter Yard Waste

Board Members:

We are again allowing residents to bring bagged yard waste and Christmas trees to the Troy Transfer Station this winter. Residents are allowed to bring up to 10 bags of yard waste per day to Troy without making an appointment. Our employees will be checking ID at the gate to ensure that the residents live in one of the SOCRRA communities. As of February 6, 2024, we had already collected almost 30 tons of yard waste from our residents.

We plan to continue to provide this service to our residents until curbside yard waste collection resumes on Monday, April 1, 2024.

Please let me know if your community wants to begin curbside yard waste collection before April 1, 2024.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the report on Winter Yard Waste be received and filed."

January 12, 2024

Board of Trustees  
SOCRRA

Subject: Contractor Rates for 2024/25

Board Members:

The contractor service charge adjustments that will go into effect on July 1, 2024 are displayed in the chart below. This chart includes the actual CPI for December 2023 and the actual diesel fuel cost for December 25, 2023. The CPI escalator in our contracts is capped at 3% and the December 2023 CPI increase of 4.5% resulted in the 3% cap being implemented. These increases are significantly lower than the increases for 2023/24.

Contractor	% of Service Charge subject to fuel cost adjustment	% of Service Charge subject to CPI adjustment	Service Charge adjustment formula	July 2024 Service Charge adjustment
Car Trucking	4%	96%	$(0.04*0.863)+(0.96*1.03)$	+2.3%
GFL - Collection	12%	88%	$(0.12*0.863)+(0.88*1.03)$	+1.0%
Tringali Sanitation	5%	95%	$(0.05*0.863)+(0.95*1.03)$	+2.2%
GFL- Disposal	15%	85%	$(0.15*0.863)+(0.85*1.03)$	+0.5%

December 25, 2023 fuel index = \$3.798/gallon

December 26, 2022 fuel index = \$4.402/gallon

Fuel Cost Adjustment = - 13.7% (no limit on % increase or decrease)

October 2023 CPI index = 283.757

December 2022 CPI index = 271.647

CPI Adjustment = +4.5% (limited to a maximum increase of 3%)

We are developing prices for each line item in our contracts and those prices will be reviewed with the contractors.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the report on Contractor Rates for 2024/25 be received and filed."

February 8, 2024

Board of Trustees  
SOCRRA

Subject: SOCRRA Rate Projection for 2024/25

Board Members:

I am recommending for planning purposes that the member communities use a 3.0% increase in their SOCRRA charges and a continuation of the \$1 per month per household surcharge for 2024/25. The primary reason for this increase is the increases to our collection and disposal costs due to the fuel and CPI escalators.

I have attached a rough, preliminary draft of SOCRRA's estimated revenue and expenses for 2024/25. This shows a surplus of \$491,744 assuming a 3.0% SOCRRA rate increase.

We have begun to prepare the SOCRRA budget for 2024/25. I anticipate that the budget will be brought to the May Board meeting for review by the Board. 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 SOCRRA Rate Projection for 2024/25 be received and filed."



	Budget	%	Estimated	
	<u>2023/24 Revenue</u>	<u>Increase</u>	<u>2024/25 Revenue</u>	<u>Change</u>
Member Charges	\$22,621,392	3.00%	\$23,300,034	\$678,642
Member Surcharge	\$1,128,012	0%	\$1,128,012	\$0
Non-member MSW	\$2,100,000		\$2,100,000	\$0
Non-member compost	<u>\$30,000</u>		<u>\$30,000</u>	<u>\$0</u>
Total	\$25,879,404		\$26,558,046	\$678,642
Sale of Recyclables	\$1,290,000		\$1,625,000	\$335,000
Recycling for Others	<u>\$700,000</u>		<u>\$750,000</u>	<u>\$50,000</u>
Total	\$1,990,000		\$2,375,000	\$385,000
Compost	\$160,000		\$150,000	-\$10,000
Interest	\$80,000		\$115,000	\$35,000
Rental	\$125,000		\$125,000	\$0
Misc	<u>\$25,000</u>		<u>\$25,000</u>	<u>\$0</u>
	\$390,000		\$415,000	\$25,000
TOTAL	\$28,259,404		\$29,348,046	\$1,088,642

	Estimated	%	Estimated	
	<u>2023/24 Expenses</u>	<u>Increase</u>	<u>2023/24 Expenses</u>	<u>Change</u>
SOCRRRA	\$6,195,800	3.50%	\$6,412,653	\$216,853
Disposal	\$3,809,000	0.50%	\$3,828,045	\$19,045
Collection	<u>\$15,800,000</u>	<u>1.80%</u>	<u>\$16,084,400</u>	<u>\$284,400</u>
TOTAL	\$25,804,800		\$26,325,098	\$520,298
Income	\$2,454,604		\$3,022,948	\$568,344
P&I	\$1,404,500		\$1,439,100	\$34,600
Capital	\$858,000		\$900,000	\$42,000
Net Income	\$192,104		\$683,848	\$491,744

February 7, 2024

Board of Trustees  
SOCRRA

Subject: Disaster Debris Management Plan Project

Board Members:

The Disaster Debris Management Plan project is proceeding well. Tetra Tech has completed all of the individual meetings with each community to obtain information about each community's existing plans. They will be following up with a small number of communities to obtain some missing information. They have also worked with Oakland County and EGLE to obtain information about their existing plans and about EGLE's permitting requirements for temporary debris management sites. We have been able to identify potential temporary debris management sites within most communities that could be used in case SOCRRA facilities were overwhelmed or were unable to be used.

We are receiving weekly progress reports from Tetra Tech and the project remains on schedule.

Tetra Tech has begun the development of the Disaster Debris Management Plans. Draft plans will be available for review by the member communities in March.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the report on Disaster Debris Management Plan Project be received and filed."

February 8, 2024

Board of Trustees  
SOCRRA

Subject: Holiday Cardboard Collection

Board Members:

SOCRRA staff worked with the collection contractors to place rollofs for holiday cardboard recycling in Berkley, Clawson, Huntington Woods, Oak Park, Royal Oak and Troy. The amounts of cardboard generated from these locations is summarized below.

<u>Community</u>	<u>Tons</u>
Berkley	2.07
Beverly Hills	0.96
Clawson	1.69
Huntington Woods	0.94
Oak Park	1.56
Royal Oak	2.51
Troy	<u>8.26</u>
TOTAL	17.99

SOCRRA staff has received several positive comments from residents and city staff about this program. SOCRRA also accepts cardboard for recycling year round at our recycling drop-off center in Troy.

For the 2024 holiday season, SOCRRA staff plans to work with the communities early in the fall in order to better plan this program and better communicate the existence of this program to our residents.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the report on Holiday Cardboard Recycling be received and filed."

February 1, 2024

Board of Trustees  
SOCRRA

Subject: Purchase of an Enforcer Fire Suppression System

Board Members:

SOCRRA was recently awarded a \$9,250 Risk Avoidance Program (RAP) grant from our insurance carrier, the MMRMA, for an Enforcer portable fire suppression system. The notification letter from the MMRMA is attached. We intend to locate the Enforcer system at the baler side of the MRF but because it is portable, it can be used to suppress fires anywhere at our Troy location.

The MRF has an extensive sprinkler system located throughout the facility, independent smoke detectors that are monitored by a third-party monitoring service and a Fire Rover system, which is a completely independent fire monitoring and suppression system that covers the MRF tip floor. The Troy Transfer Station has an independent fire detection system.

While we have had only a handful of minor fires at the MRF in the past, MRF fires have been a significant industry concern. As an example, RRRASOC has had 2 major fires in the last 10 years, the most recent of which caused very extensive damage that resulted in their facility being out of service for almost a year. We have also had a handful of fires in the Transfer Station, none of which have caused major damage.

The proposed Enforcer fire suppression system is cart mounted so that it is completely portable and can be used throughout our Troy facility. The Enforcer system uses compressed nitrogen to direct firefighting foam to the fire location. If that is not sufficient to extinguish a fire, the use of the Enforcer reduces the size of a fire, which should make it easier for the Troy Fire Department, which has an excellent response time to our facility, to extinguish the fire.

The proposal for the Enforcer system attached. The cost of the system is \$18,500. The MMRMA has agreed to fund 50% of this expense through the RAP grant. The system would be stored near the MRF baler, which is not protected by the MRF Fire Rover system. The MRF baler is probably our highest risk fire location that is not protected by the MRF Fire Rover system. This is due to propane tanks or lithium ion batteries that are picked up by the magnet on the container line and then baled with ferrous metal cans. Those items should be manually removed on the pre-sort line but occasionally, they do make their way to the baler. However, since the Enforcer is portable, it can be used anywhere we have a fire at our Troy facility.

Fire Rover is a local company (Farmington Hills) that provides a unique fire suppression product. SOCRRA staff has visited Fire Rover's production facility and witnessed a demonstration of the Enforcer system, and we believe that the Enforcer will be a useful firefighting tool for our Troy facility.

I am recommending that the Board approve the purchase of an Enforcer system at a cost of \$18,500 through the sole source exception to SOCRRA's Purchasing Policy. Following purchase of the Enforcer system, SOCRRA staff will obtain reimbursement of \$9,250 from the MMRMA.

SOCRRA staff is continuing to investigate additional fire protection and fire suppression systems that could be used at our facilities. Something similar to the Enforcer system could be useful at the Compost Site. The proliferation of lithium ion batteries is making fires much more common at waste and recycling facilities. SOCRRA staff will probably be making additional recommendations for the purchase of fire detection and suppression systems in the future.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested resolution: "That the Board approve the purchase of an Enforcer fire suppression system at a cost of \$18,500 through the sole source exception to SOCRRA's Purchasing Policy. The MMRMA will reimburse SOCRRA \$9,250 after the installation of the Fire Rover system is complete."



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**COMPREHENSIVE  
FIRE PROTECTION  
PROPOSAL**

# PRODUCTS & SERVICES –

## System Purchase Price

Item & Description	Quantity	Price	Total
Enforcer 60 Unit	1	\$18,500	\$18,500
Comes with (1) 5 gallon Pail Firebull concentrate – Freeze Protection Sold Separately	1	NC	
<b>Total</b>			<b>\$18,500</b>

Estimated Delivery 90 Days after receipt of order.

*Pricing excludes shipping, handling, sales tax, time and out-of-pocket costs to support any required permits. Estimates are available upon request, but final billing will be based upon actual charges. Proposal expires 30 days from the date of issue.*

**Contact us with any questions.**

**Jeff Bramlage**

[jbramlage@firerover.com](mailto:jbramlage@firerover.com)

Fire Rover, LLC  
24505 Indoplex Circle  
Farmington Hills, MI 48335





MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
A U T H O R I T Y

November 16, 2023

Jeff McKeen  
Southeast Oakland County Resource Recovery  
995 Coolidge  
Troy, MI 48084

**RE: Grant Funding – Requirements for Reimbursement**

Dear Mr. McKeen,

I am pleased to inform you that the Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) application for your Fire Rover project was approved. The Membership Committee authorized 50% funding up to a maximum of \$9,250 for your project.

RAP/CAP funds are issued on a reimbursement basis. Payment will be based upon verification received from Southeast Oakland County Resource Recovery of their payment of the project in full. Please see the attached **RAP/CAP Grant Reimbursement Procedure** for guidelines on processing your grant payment.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application. If your application submission contained the above referenced documentation, please contact MMRMA.

Payment of RAP/CAP funds is contingent upon Southeast Oakland County Resource Recovery remaining a member of MMRMA and in compliance with the Joint Powers Agreement. Your approved grant reimbursement is valid for six months from the date of this letter. **GRANT EXPIRATION: 05/31/2024.**

Sincerely,

*Cara L. Ceci*

Cara Ceci, ARM, CPCU  
Member Resources Manager

CC/sp

cc: Ibex Insurance Services





Enforcer® 60 is manufactured by EnforcerOne, LLC.  
 Contact EnforcerOne for more details at  
 678-788-8413 or info@enforcerone.com  
 www.enforcerone.com

## ENFORCER 60 CART CAFS

### PRODUCT INFO:

The Enforcer 60 is an extremely versatile 60 gallon portable firefighting system that utilizes stored energy compressed foam technology and produces up to 1200 gallons of finished foam. Made for use with FIREBULL® Fluorine Free Firefighting products. Also available in skid unit. Enforcer 60 is UL 711 certified at 10:A and 60:B

Fire Departments, Municipal, Police, Motorsports Safety Response Teams, Chemical and Industrial Settings, Mining Operations, Oil and Gas, Pipeline Operations.

### ARMED FORCES

Flight Lines/Helipads - Hot Refueling, Hangars, Fuel Storage and Spill Protection, Battery Storage, Exotic Metals and Composites, Forward Bases, Ship Decks/Docks, Munitions Areas, Maintenance Areas

### MAINTENANCE, REPAIR, and OPERATIONS

Maintenance Areas, Garage Areas, Disaster Relief, Flammable Liquid Storage



**Performance**  
 Pressure Vessel Capacity: 60 U.S. Gallons  
 Finished Foam Capacity: 1200 U.S. Gallons  
 Throw Distance: Up to 95 Feet  
 Discharge Duration: up to 6 Minutes

**General Specifications Standards**  
 Pressure Vessel Construction:  
 Stainless Steel to ASME Code or Aluminum to SAE-J10 Code  
 Pressure Vessel Dimensions: 20" X 48"  
 Fill Tower: 1 1/2"  
 System Hoses:  
 3000psi/6000psi Hard Rubber Hose  
 Plumbing:  
 All Stainless Steel with Brass Fill Cap  
 Discharge Hose: 1" Lay Flat Hose 50' long  
 Hose Storage: Hose Tray  
 Propellant Type: Nitrogen or Compressed Air  
 Propellant Cylinder Capacity:  
 Two 90 Cubic Ft Cylinder  
 Propellant Cylinder Brackets:  
 3/8" Steel Placed in Frame Walls  
 Discharge Nozzle: 1" Pistol Grip  
 Discharge Nozzle Tip: Power Tip Technology  
 Wheels: 16" Wheels, 8" Front Casters

**Dimensions**  
 Height: 38.5"  
 Width: 42"  
 Length: 54.5"  
 Empty Weight: 485 lbs  
 Loaded Weight: 985 lbs

**Additional Options**  
 Available with Hose Reel  
 Additional Nitrogen or Air Cylinders  
 Additional Hose Available  
 in 50' or 100' Sections  
 Protective Cover  
 4500psi SCBA 60 Minute Bottle System

## Associated Products



ENFORCER 10 CAFS



TM-57 ENFORCER



ENFORCER 60 CAFS



ENFORCER 3 SUPER DUTY