



AGENDA

Regular Meeting – Wednesday, December 13, 2023 – 9:30 a.m.

[Southfield Parks and Recreation, Room 221, 26000 Evergreen](#)

Joint Meeting

1. Meeting Called to Order
2. Roll Call, Recognition of Visitors and Public Comment
3. Closed Session – Legal Opinion
4. Discussion Regarding General Manager Search Process

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 – November 8, 2023
 - B. Approval of Warrants – No. RA 852
 - C. Information Reports

- 1) Tonnage Analysis – November 2023
 - 2) Tonnage Percentages – November 2023
 - 3) Budget Analysis – November 2023
 - 4) Budget Analysis – July 2023 – November 2023
 - 5) Financial Status Summary – November 2023
 - 6) Compost Delivered to Members
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- D. Easement for Madison Heights Property
 - E. Electrical Work-Glacier Robot Project
 - F. Contract for MRF Modifications
 - G. MRF Baler Reline
5. Administrative Reports (No Board Action Requested)
- A. Operations Update
 - B. Fall Leaf Season Operations
 - C. Winter Yard Waste
 - D. Disaster Debris Management Plan Project
 - E. Public Act 202 Report
 - F. Holiday Cardboard Collection
6. Future Business (Communication from Board Members)
7. Items for Decision (Board Action Requested)
- A. Contract Extension for Household Hazardous Waste Service
 - B. Rochester Hills Agreement
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.

December 8, 2023

Board of Trustees
Southeastern Oakland County Water Authority
SOCRRA

Subject: Closed Session – Legal Opinion

Board Members:

I am recommending that the Board go into closed session pursuant to MCL 15.268(h) to discuss a legal opinion from Mr. Davis. Mr. Davis' legal opinion will be discussed at the December Board meeting.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Board convene in closed session pursuant to MCL 15.268(h) to discuss a legal opinion from Mr. Davis."

SOCRRA
Regular Meeting – November 8, 2023
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Warrant No. RA – 851 – Approved –	
Quarterly Report – September 2023 – Received and Filed –	
Investments – July 1, 2023 to September 30, 2023 – Received and Filed –	
Quarterly Legal Report – Received and Filed –	
Information Reports – Received and Filed –	
Grant Agreement with the Carton Council – Approved –	
Purchase of Baler Wire – Approved –	
 <u>ADMINISTRATIVE REPORTS</u>	
2022/23 Audit – Received and Filed –	13473
Operations Update – Received and Filed –	13474
Fall Leaf Season Operations – Received and Filed –	13475
Disaster Debris Management Plan – Received and Filed –	13476
Additional Contribution to MERS Pension Plan – Approved –	13477
Policy Statement on Batteries – Adopted –	13478
Rochester Hills Agreement – Approved –	13479
Adjourned –	13480

SOCRRA
REGULAR MEETING MINUTES

Wednesday, November 8, 2023 – Huntington Woods Library

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
Andrea Bomar	5	Ferndale
*Andy LeCureaux	3	Hazel Park
Chris Wilson	2	Huntington Woods
Karen Miller	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	 59	

<u>Absent</u>	<u>Votes</u>	<u>Municipality</u>
Trever Zablocki	3	Clawson

Mr. A. LeCureaux, representative for Hazel Park, arrived at 9:39 a.m.

Also Present

Jeff McKeen, General Manager
 Robert Jackovich, Operations Manager
 Robert Davis, General Counsel
 Colette Farris, Organizational Development Manager
 Colleen Wayland, Accounting/Finance Manager
 Scott Zielinski, Birmingham
 Charles Markus, Birmingham

-13470-

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.

-13471-

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

That the Agenda be approved as submitted.

Yeas: Young, Campbell, Ecker, Bomar, LeCureaux, Wilson, Miller, DeCoster,
Breuckman, Filipski, Bovensiep (59 votes)
Nays: None
Absent: Zablocki (3 votes)

Motion carried.

-13472-

APPROVAL OF CONSENT AGENDA

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

That the Consent Agenda be approved.

APPROVAL OF MEETING MINUTES

That the minutes of the Regular Meeting of October 11, 2023 be approved as submitted.

APPROVAL OF WARRANT – NO. RA-851

That Warrant RA-851 in the amount of \$2,092,557.96 be approved and payments authorized.

QUARTERLY REPORT – FIRST QUARTER 2023/24

That the Quarterly Report – First Quarter 2023/24 be received and filed.

INVESTMENTS – JULY 1, 2023 TO SEPTEMBER 30, 2023

That the investments report made by the Authority for July 1, 2023 to September 30, 2023 be received and filed and made a part of the Board record.

QUARTERLY LEGAL REPORT

That the Quarterly Legal Report be received and filed.

INFORMATION REPORTS

That the monthly information reports be received and filed.

GRANT AGREEMENT WITH THE CARTON COUNCIL

That the Board approves the grant agreement between SOCRRA and the Carton Council of North America subject to final review and approval by Mr. Davis and authorizes the General Manager to execute the agreement.

PURCHASE OF BALER WIRE

That the Board authorizes the purchase of a half truck load of baler wire from Accent Products at a cost of \$1.0295 per pound under the sole source provision of SOCRRA's Purchasing Policy.

ROLL CALL VOTE

Yeas: Young, Campbell, Ecker, Bomar, LeCureaux, Wilson, Miller, DeCoster,
Breuckman, Filipski, Bovensiep (59 votes)
Nays: None
Absent: Zablocki (3 votes)

Motion carried.

-13473-

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

That the Audit Report of SOCRRA for the fiscal year ending June 30, 2023, prepared by Plante & Moran, Certified Public Accountants, be received and filed.

Yeas: Young, Campbell, Ecker, Bomar, LeCureaux, Wilson, Miller, DeCoster,
Breuckman, Filipski, Bovensiep (59 votes)
Nays: None
Absent: Zablocki (3 votes)

Motion carried.

-13474-

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

That the report on Operations Update be received and filed.

Yeas: Young, Campbell, Ecker, Bomar, LeCureaux, Wilson, Miller, DeCoster,
Breuckman, Filipski, Bovensiep (59 votes)
Nays: None
Absent: Zablocki (3 votes)

Motion carried.

-13475-

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

That the report on Fall Leaf Season Operations be received and filed.

Yeas: Young, Campbell, Ecker, Bomar, LeCureaux, Wilson, Miller, DeCoster,
Breuckman, Filipski, Bovensiep (59 votes)
Nays: None
Absent: Zablocki (3 votes)

Motion carried.

-13476-

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

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

Yeas: Young, Campbell, Ecker, Bomar, LeCureaux, Wilson, Miller, DeCoster,
Breuckman, Filipski, Bovensiep (59 votes)
Nays: None
Absent: Zablocki (3 votes)

Motion carried.

-13477-

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

That SOCRRA contribute an additional \$195,000 to the MERS Union DB plan before December 31, 2023 to reduce the unfunded liabilities for that plan.

ROLL CALL VOTE

Yeas: Young, Campbell, Ecker, Bomar, LeCureaux, Wilson, Miller, DeCoster,
Breuckman, Filipski, Bovensiep (59 votes)
Nays: None
Absent: Zablocki (3 votes)

Motion carried.

-13478-

Motion by Mr. J. Breuckman, supported by Mr. J. Campbell:

That the Board adopts the Policy statement on batteries.

Yeas: Young, Campbell, Ecker, Bomar, LeCureaux, Wilson, Miller, DeCoster,
Breuckman, Filipski, Bovensiep (59 votes)

Nays: None

Absent: Zablocki (3 votes)

Motion carried.

-13479-

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

That the Board authorizes a 2024 price of \$115 per ton from recycling delivered to the MRF from Rochester Hills with an appropriate escalator.

ROLL CALL VOTE

Yeas: Young, Campbell, Ecker, Bomar, LeCureaux, Wilson, Miller, DeCoster,
Breuckman, Filipski, Bovensiep (59 votes)

Nays: None

Absent: Zablocki (3 votes)

Motion carried.

-13480-

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

That the meeting be adjourned.

Yeas: Young, Campbell, Ecker, Bomar, LeCureaux, Wilson, Miller, DeCoster,
Breuckman, Filipski, Bovensiep (59 votes)

Nays: None

Absent: Zablocki (3 votes)

The Chair ordered the meeting adjourned at 10:57 a.m.

APPROVED: _____
Chair

Secretary

SOCRRA
CHECK WARRANT
NOVEMBER 2023

RRA 852
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
80052	Car Trucking	47,643.34	Collection Contract
80053	Cintas Corporation	236.43	Maintenance of Building - MRF
80054	Davis Listman PLLC	3,674.12	Legal Services
80055	Home Depot Credit Services	101.45	Supplies - MRF, Maintenance of Equipment - TS, CS
80056	MacAllister Rentals	2,882.50	Equipment Rental - MRF
80057	Mannik & Smith	11,300.00	Landfill & Compost Site Monitoring
80058	Metz Hydraulics LLC	2,981.00	Maintenance of Equipment - TS
80059	Michigan Cat	61,317.28	Maintenance of Equipment - TS, CS
80060	Michigan Municipal Risk Management Authority ECP	17,680.28	Utilities - MRF, TS
80061	The Print Stop Inc.	323.50	Office Expense
80062	Propane Services/Superior Plus Energy Services	331.10	Fuel - MRF
80063	Resource Recycling Systems Inc.	9,618.68	Consulting, TRP Quality Improvement Grant Expenses
80064	RKA Petroleum Companies Inc.	8,654.88	Fuel - TS, CS
80065	Specialty Employment Services Inc. - Sentech	1,791.93	Temporary Staffing - MRF
80066	Uline	1,862.40	Supplies - MRF
80067	SOCWA	11,859.71	SOCWA Administrative Wages
80068	Fontenot Landscape Services LLC	37,124.00	Brush Chipping Contract
80069	IDF Clean-up Inc	5,000.00	Equipment Rental - MRF
80070	Great Lakes Lubricants	327.34	Maintenance of Equipment - CS
80071	ERG Environmental Services	2,209.00	HHW - MRF
80072	ArborOakland Group	1,715.00	TRP Quality Improvement Grant Expenses
80073	Wagner Plumbing	995.00	Maintenance of Building - MRF
80074	GFL Environmental USA (Adv)	318,781.06	Waste Disposal
80075	Progressive Sweeping Contractors Inc.	1,333.20	Maintenance of Property & Grounds - TS
80076	GFL Environmental USA	196.00	Collection Contract
80077	GFL Environmental USA	101,922.48	Collection Contract
80078	Tringali Sanitation	56,198.62	Collection Contract
80079	Tringali Sanitation	18,295.20	Collection Contract
80080	Alerus Financial	3,214.50	Deferred Compensation
80081	TWN Consulting LLC	950.00	Consulting
80082	Home Depot Credit Services	351.41	Supplies, Maintenance of Equipment - MRF, Maintenance of Building - TS
80083	Airgas USA LLC	302.84	Supplies - TS, CS
80084	Contractors Connection	238.65	Maintenance of Equipment - CS
80085	City of Ferndale	646.00	Hauling Leaves - TS
80086	The City of Madison Heights	69.32	Utilities - MH

SOCRRRA
CHECK WARRANT
NOVEMBER 2023

RRA 852
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
80087	Machinex Technologies Inc	2,002.08	Maintenance of Equipment - MRF
80088	Michigan Cat	4,155.88	Maintenance of Equipment - TS
80089	Plante & Moran	10,350.00	Audit - Final Payment
80090	Rose Pest Solutions	216.00	Maintenance of Property & Grounds - TS
80091	Specialty Employment Services Inc. - Sentech	3,419.65	Temporary Staffing - MRF
80092	Teamsters Local #214	966.00	Union Dues
80093	VFP Fire Systems	1,185.00	Maintenance of Property & Grounds - MRF
80094	SOCWA	31,667.86	Q1 2024 Administrative Benefits Share
80095	Alerus Financial	3,078.81	Deferred Compensation
80096	Fire Rover LLC	2,210.00	Maintenance of Property & Grounds - MRF
80097	Pirtek Auburn Hills	705.33	Maintenance of Equipment - MRF
80098	EIS MI LLC dba Air Center	2,095.96	Maintenance of Equipment - MRF
80099	MI Conveyance Solutions	4,286.80	Maintenance of Equipment - MRF
80100	Center for Employment Opportunities	16,840.75	Temporary Staffing - MRF
80101	GFL Environmental USA	6,862.50	Collection Contract
80102	GFL Environmental USA	109,000.00	Collection Contract
80103	GFL Environmental USA	66,717.25	Collection Contract
80104	Tringali Sanitation	12,279.71	Collection Contract
80105	Tringali Sanitation	68,409.61	Collection Contract
80106	Acton Trucking	120.00	Hauling Compost - CS
80107	Airgas USA LLC	41.95	Maintenance of Equipment - CS
80108	Car Trucking	46,818.34	Collection Contract
80109	Cintas Corporation	472.86	Maintenance of Building - MRF
80110	Home Depot Credit Services	42.69	Maintenance of Building - MRF
80111	Infoview Systems Inc.	3,810.00	Scale Software Consulting
80112	J & J Ace Hardware	18.98	Supplies - CS
80113	KLM Scape & Snow LLC	2,504.00	Maintenance of Property & Grounds - CS
80114	Latigo Transport Inc.	2,111.10	Hauling Compost - CS
80115	Lyden Oil Company	139.39	Maintenance of Equipment - TS
80116	MacAllister Rentals	806.75	Equipment Rental - MRF
80117	Michigan Cat	20.85	Maintenance of Equipment - TS
80118	Propane Services/Superior Plus Energy Services	331.20	Fuel - MRF
80119	RKA Petroleum Companies Inc.	2,782.89	Fuel - TS
80120	Specialty Employment Services (Sentech)	1,922.34	Temporary Staffing - MRF
80121	Setco Inc.	6,041.22	Maintenance of Equipment - TS

SOCRRRA
CHECK WARRANT
NOVEMBER 2023

RRA 852
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
80122	Total Packaging Concepts	840.00	Supplies - MRF
80123	VFP Fire Systems	1,425.00	Maintenance of Equipment - MRF
80124	SOCWA	11,851.49	SOCWA Administrative Wages
80125	Leadpoint	60,977.12	Temporary Staffing - MRF
80126	IDF Clean-up Inc	5,000.00	Equipment Rental - MRF
80127	Great Lakes Lubricants	43.04	Maintenance of Equipment - CS
80128	Strategic Materials Inc	17,541.73	Glass Disposal - MRF
80129	Michigan Conference of Teamsters Welfare Fund	18,788.75	Health Insurance
80130	Dynamic Lifecycle Innovations	2,852.60	Electronics Recycling - MRF
80131	GFL Environmental USA (Adv)	360,871.34	Waste Disposal
80132	Progressive Sweeping Contractors Inc.	1,999.80	Maintenance of Property & Grounds - TS, CS
80133	MI Conveyance Solutions	4,886.33	Maintenance of Equipment - MRF
80134	TIREMAXX	987.58	Maintenance of Equipment - TS
80135	Recycle Waste Services	20,300.00	Haul Reject Compost
80136	GFL Environmental USA	109,000.00	Collection Contract
80137	GFL Environmental USA	109,412.75	Collection Contract
80138	Tringali Sanitation	1,694.00	Collection Contract
80139	Tringali Sanitation	847.00	Collection Contract
80140	Tringali Sanitation	931.70	Collection Contract
80141	Car Trucking	101,290.60	Collection Contract
80142	Harbor Freight Tools	165.34	Tools - CS
80143	Home Depot Credit Services	64.34	Maintenance of Equipment - MRF, Maintenance of Building - CS
80144	Jay's Septic Tank Service	560.00	Maintenance of Equipment - TS, CS
80145	O'Reilly Auto Parts	2.02	Maintenance of Equipment - TS
80146	RKA Petroleum Companies Inc.	2,080.49	Fuel - TS
80147	Standard Insurance Company	612.88	Life Insurance
80148	MI Conveyance Solutions	1,980.78	Maintenance of Equipment - MRF, CS
80149	Recycle Waste Services	2,800.00	Haul/Dispose Reject Compost
80150	Tringali Sanitation	140.00	Collection Contract
80151	Tringali Sanitation	4,065.60	Collection Contract
80152	Accent Wire Holdings LLC	21,634.94	Baler Expenses - MRF
80153	Alta Equipment Company	450.00	Maintenance of Equipment - CS
80154	Car Trucking	127,278.65	Collection Contract
80155	Certified Laboratories	128.59	Maintenance of Equipment - CS
80156	Cintas Corporation	236.43	Maintenance of Building - MRF

SOCRRA
CHECK WARRANT
NOVEMBER 2023

RRA 852
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
80157	Home Depot Credit Services	453.85	Maintenance of Equipment - MRF, Maintenance of Building - CS
80158	Latigo Transport Inc.	10,319.63	Hauling Leaves
80159	Michigan Cat	2,350.78	Maintenance of Equipment - TS, CS
80160	Michigan Municipal Risk Management Authority ECP	12,911.07	Utilities - MRF, TS
80161	Propane Services/Superior Plus Energy Services	240.80	Fuel - MRF
80162	Rose Pest Solutions	432.00	Maintenance of Property & Grounds - TS
80163	Specialty Employment Services	3,641.83	Temporary Staffing - MRF
80164	Tringali Sanitation	315,616.07	Collection Contract
80165	Washington Elevator Company Inc.	43.50	Maintenance of Property & Grounds - CS
80166	SOCWA	12,652.63	SOCWA Administrative Wages
80167	Hubbell Roth & Clark Inc	440.08	Construction in Progress - TS
80168	Leadpoint	60,414.93	Temporary Staffing - MRF
80169	Premier Properties & Management	1,432.64	Rental Property Expenses
80170	ERG Environmental Services	1,974.00	HHW Service - MRF
80171	The Huntington National Bank	17,339.10	Compost Screener & Grinder
80172	MI Conveyance Solutions	970.00	Maintenance of Equipment - MRF
80173	Recycle Waste Services	2,800.00	Haul Reject Compost
ACH	Alerus for MERS	6,500.80	Deferred Compensation, HCSP, Defined Contribution
ACH	Metro Wireless	275.55	Internet/Security - MRF, CS
EPAY	Comcast	584.56	Internet/Security - MRF, CS
EPAY	Consumers Energy	2,566.73	Natural Gas Service - MRF, CS
EPAY	DTE Energy	3,010.78	Electric Service - Landfill, MH
EPAY	Flagstar Bank	3,646.73	Credit Card - Detail on Page 6
EPAY	MERS of Michigan	14,752.55	Defined Benefit Pension
EPAY	WOW! Business	520.90	Internet/Security - MH

2,616,194.37

1020 OPERATION & MAINTENANCE FUND

2,616,194.37

SOCRRA
CHECK WARRANT
NOVEMBER 2023

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.

Treasurer

General Manager

Secretary

The payments listed above were presented to the board of Trustees and were reviewed with no objection December 13, 2023.

SOCRRRA
CHECK WARRANT
NOVEMBER 2023

RRA 852
ACCT. 1009

PAYEE		AMOUNT	PURPOSE
EPAY	Flagstar Credit Card - Detail	35.00	Square Fees
		853.10	Maintenance of Equipment
		65.74	Supplies
		129.96	Personnel Improvement
		219.80	Personnel Improvement
		55.95	Personnel Improvement
		239.22	Personnel Improvement
		258.71	Personnel Improvement
		27.96	Miscellaneous Expense
		79.91	Administrative and Office
		4.76	Administrative and Office
		54.99	Personnel Improvement
		68.25	Personnel Improvement
		49.76	Personnel Improvement
		80.26	Personnel Improvement
		52.93	Personnel Improvement
		41.14	Personnel Improvement
		49.99	Personnel Improvement
		786.84	Personnel Improvement
		50.39	Personnel Improvement
		130.84	Supplies
		20.00	Maintenance of Equipment
		183.28	Personnel Improvement
		10.00	Administrative and Office
		43.00	Administrative and Office
		54.95	Personnel Improvement

3,646.73

SOCRRRA TONNAGE ANALYSIS												
November 2023												
	MSW			Compost			Recyclables			Total		
	2021	2022	2023	2021	2022	2023	2021	2022	2023	2021	2022	2023
Municipality												
Berkley	533.37	505.99	456.21	875.05	1,283.98	960.81	132.79	123.6	108.52	1,541.21	1,913.57	1,525.54
Beverly Hills	398.39	330.58	294.85	203.58	318.90	12.50	123.03	98.98	89.59	725.00	748.46	396.94
Birmingham	774.93	814.97	837.91	1,090.02	2,397.57	35.00	210.13	204.81	207.67	2,075.08	3,417.35	1,080.58
Clawson	385.07	407.00	419.30	575.49	657.57	1,011.99	62.07	92.34	82.17	1,022.63	1,156.91	1,513.46
Ferndale	901.90	808.22	806.90	447.11	798.44	626.83	150.94	151.89	136.42	1,499.95	1,758.55	1,570.15
Hazel Park	591.18	569.72	598.51	172.00	320.50	297.32	93.12	87.3	90.30	856.30	977.52	986.13
Huntington Woods	221.20	208.52	173.28	393.10	733.70	577.35	74.32	85.75	66.61	688.62	1,027.97	817.24
Lathrup Village	172.87	131.53	132.51	266.14	461.03	377.04	30.92	22.43	23.55	469.93	614.99	533.10
Oak Park	709.53	801.58	846.56	541.27	1,045.82	809.63	82.31	80.08	85.75	1,333.11	1,927.48	1,741.94
Pleasant Ridge	109.41	81.46	76.21	240.86	426.72	360.89	32.21	27.98	23.78	382.48	536.16	460.88
Royal Oak	2,017.83	1868.23	1,905.39	3,335.96	6,137.70	5,548.13	490.41	432.03	423.42	5,844.20	8,437.96	7,876.94
Troy	<u>2,459.43</u>	<u>2421.10</u>	<u>2,443.49</u>	<u>2,387.08</u>	<u>2,782.50</u>	<u>3,020.00</u>	<u>530.72</u>	<u>509.23</u>	<u>494.67</u>	<u>5,377.23</u>	<u>5,712.83</u>	<u>5,958.16</u>
	9,275.11	8948.90	8,991.12	10,527.66	17,364.43	13,637.49	2,012.97	1916.42	1,832.45	21,815.74	28,229.75	24,461.06
Other Customers	4,032.63	3735.93	3,435.56	16.67	0.00	0.00	614.53	652.61	1,040.92	4,663.83	4,388.54	4,476.48
Authority	13,307.74	12684.83	12,426.68	10,544.33	17,364.43	13,637.49	2,627.50	2569.03	2,873.37	26,479.57	32,618.29	28,937.54

SOCRRA TONNAGE PERCENTAGES
November 2023

	MSW	Compost	Recyclables
	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	30%	63%	7%
Beverly Hills	74%	3%	23%
Birmingham	78%	3%	19%
Clawson	28%	67%	5%
Ferndale	51%	40%	9%
Hazel Park	61%	30%	9%
Huntington Woods	21%	71%	8%
Lathrup Village	25%	71%	4%
Oak Park	49%	46%	5%
Pleasant Ridge	17%	78%	5%
Royal Oak	24%	71%	5%
Troy	41%	51%	8%

SOCRRA

Income Statement

11/01/23 -11/30/23

	Actual-Period	Budget-Period	Variance
REVENUES			
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	145,820.28	180,000.00	(34,179.72)
NON-MEMBER YARD WASTE	13,130.00	8,000.00	5,130.00
TOTAL REVENUES	2,138,065.28	2,167,117.00	(29,051.72)
SALE OF RECYCLED MATERIAL			
MIXED PAPER	32,114.88	20,000.00	12,114.88
NEWSPAPER	0.00	1,000.00	(1,000.00)
CARDBOARD	61,730.30	38,000.00	23,730.30
SORTED OFFICE PAPER	3,004.92	0.00	3,004.92
PLASTICS	22,825.20	23,000.00	(174.80)
SCRAP METAL	4,678.64	7,000.00	(2,321.36)
ALUMINUM CANS	0.00	12,000.00	(12,000.00)
TIN CANS	8,449.30	9,000.00	(550.70)
MIXED RECYCLING - OTHERS	91,910.51	62,000.00	29,910.51
BATTERIES	0.00	500.00	(500.00)
TOTAL SALE OF RECYCLED MATERIAL	224,713.75	172,500.00	52,213.75
OTHER INCOME			
COMPOST	7,031.00	5,000.00	2,031.00
RENTAL INCOME	12,175.00	10,000.00	2,175.00
INTEREST ON INVESTMENTS	15,101.94	7,000.00	8,101.94
GRANT REVENUE	0.00	0.00	0.00
MISC INCOME	1,039.21	2,000.00	(960.79)
TOTAL OTHER INCOME	35,347.15	24,000.00	11,347.15
TOTAL REVENUES	2,398,126.18	2,363,617.00	34,509.18
EXPENSES			
MADISON HEIGHTS TRANSFER STATION	3,405.79	5,000.00	(1,594.21)
TROY TRANSFER STATION	766,668.07	510,050.00	256,618.07
MATERIAL RECOVERY FACILITY	319,900.29	226,700.00	93,200.29
HOUSEHOLD HAZARDOUS WASTE	12,592.64	40,750.00	(28,157.36)
COMPOST FACILITY	69,892.29	57,200.00	12,692.29
ADMINISTRATIVE AND GENERAL	154,815.08	99,200.00	55,615.08
COLLECTION CONTRACT EXPENSES	1,338,403.90	1,316,667.00	21,736.90
TOTAL EXPENSES	2,665,678.06	2,255,567.00	410,111.06
REVENUE OVER EXPENSES	(267,551.88)	108,050.00	(375,601.88)

SOCRRA

Income Statement

07/01/23 -11/30/23

	Actual-Period	Budget-Period	Variance
REVENUES			
MEMBER MSW	9,588,360.75	9,425,580.00	162,780.75
MONTHLY SURCHARGE	470,005.00	470,005.00	0.00
NON-MEMBER MSW	740,662.03	940,000.00	(199,337.97)
NON-MEMBER YARD WASTE	14,370.00	24,000.00	(9,630.00)
TOTAL REVENUES	10,813,397.78	10,859,585.00	(46,187.22)
SALE OF RECYCLED MATERIAL			
MIXED PAPER	177,087.05	99,000.00	78,087.05
NEWSPAPER	0.00	3,000.00	(3,000.00)
CARDBOARD	288,008.48	182,000.00	106,008.48
SORTED OFFICE PAPER	6,515.94	8,000.00	(1,484.06)
PLASTICS	74,035.45	107,000.00	(32,964.55)
SCRAP METAL	47,041.38	35,000.00	12,041.38
ALUMINUM CANS	70,731.20	60,000.00	10,731.20
TIN CANS	36,288.58	44,000.00	(7,711.42)
MIXED RECYCLING - OTHERS	404,195.42	286,000.00	118,195.42
BATTERIES	89.10	2,000.00	(1,910.90)
TOTAL SALE OF RECYCLED MATERIAL	1,103,992.60	826,000.00	277,992.60
OTHER INCOME			
COMPOST	40,005.00	55,000.00	(14,995.00)
RENTAL INCOME	58,755.00	51,500.00	7,255.00
INTEREST ON INVESTMENTS	54,581.98	34,000.00	20,581.98
GRANT REVENUE	11,078.54	0.00	11,078.54
MISC INCOME	158,823.23	10,000.00	148,823.23
TOTAL OTHER INCOME	323,243.75	150,500.00	172,743.75
TOTAL REVENUES	12,240,634.13	11,836,085.00	404,549.13
EXPENSES			
MADISON HEIGHTS TRANSFER STATION	8,140.83	21,800.00	(13,659.17)
TROY TRANSFER STATION	1,009,926.59	1,486,650.00	(476,723.41)
MATERIAL RECOVERY FACILITY	1,035,034.50	1,093,500.00	(58,465.50)
HOUSEHOLD HAZARDOUS WASTE	133,118.16	207,750.00	(74,631.84)
COMPOST FACILITY	246,928.87	284,600.00	(37,671.13)
ADMINISTRATIVE AND GENERAL	712,158.00	668,800.00	43,358.00
COLLECTION CONTRACT EXPENSES	4,480,132.42	4,450,001.00	30,131.42
IN TRANSIT	3,231,642.48	2,928,334.00	303,308.48
TOTAL EXPENSES	10,857,081.85	11,141,435.00	(284,353.15)
REVENUE OVER EXPENSES	1,383,552.28	694,650.00	688,902.28

SOCRRA
FINANCIAL STATUS SUMMARY
NOVEMBER 2022 - NOVEMBER 2023

<u>Date</u>	<u>Unrestricted Cash</u>	<u>Working Capital</u>	<u>% of Goal</u>
11/30/2022	3,755,618	3,038,595	165.1%
12/29/2022	3,106,580	2,182,677	118.6%
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%

COMPOST PRODUCED & DELIVERED
October 2, 2023 to December 2, 2023

Community	Finished Compost Received (cu. yds.)	Estimated Value
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	57	\$860
Account Customers	2,909	\$29,090
Donations	0	\$0
TOTAL YARDS	3,376	

November 23, 2023

Board of Trustees
SOCRRA

Subject: Easement for Madison Heights Property

Board Members:

The Madison Heights Senior Center, which is immediately south of our Madison Heights property, has been sold to a developer that is proposing to build a commercial development on the John R frontage of the site. There is an easement on a portion of our property that allows patrons of the Madison Heights Senior Center to enter and exit the Senior Center using the traffic signal located at the end of our driveway and John R. We did not have any issues with this shared use of our driveway while our facility was operating.

The developer of the Senior Center property is proposing to build a car wash and a fast food restaurant on John R. The Senior Center property was originally owned by SOCRRA and was used as part of the old Royal Oak Township dump site. As such, there is some environmental contamination that has existed on the site since the 1950s. The site is subject to a Remedial Action Plan that was developed in 2002 but has never been approved by Michigan EGLE.

The developer has requested that SOCRRA provide an easement for access to and from their site similar to the existing easement. The attached easement is the result of extensive discussions between Mr. Davis, SOCRRA staff, the developer and their attorney. Mr. Davis and I believe that the proposed easement fully protects SOCRRA both from any issue arising from the shared use of the driveway to our facility and from any potential environmental liabilities that are created by the development of the Madison Heights Senior Center property. This is a significant improvement over the existing easement, which does not provide any protection from any potential environmental liabilities. The proposed easement also terminates the existing easement. Mr. Davis and I are recommending that the Board approve the Easement Agreement.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Board approves the Easement Agreement with Woodward Holding and authorizes the General Manager to execute the Easement Agreement."

**NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS
AND TERMINATION OF PRIOR EASEMENT**

THIS NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, made this _____ day of _____, 2023 by Southeast Oakland County Resource Recovery Authority (“SOCRRA”), an authority created under the provisions of Act 179 of the Michigan Public Acts of 1947, as amended, whose address is 3910 W. Webster Road, Royal Oak, Michigan 48073, owner of Grantor's Parcel (“Grantor”) AND 28202 Woodward Holding, LLC, a Michigan limited liability company, whose address is 876 Horace Brown Drive, Madison Heights, Michigan 48071, owner of Grantee's Parcel (“Grantee”). The purpose of this easement for ingress and egress is to provide additional access to and from John R. Road through Grantor's Parcel to Grantee's Parcel.

WITNESSETH:

1. Grantor is the owner of property referred to as “Grantor's Parcel” in the City of Madison Heights, County of Oakland, State of Michigan, to wit:

GRANTOR'S PARCEL

See Legal Description contained in Exhibit "A" attached hereto.

2. Grantee is the owner of property referred to as “Grantee's Parcel” in the City of Madison Heights, County of Oakland, State of Michigan to wit:

GRANTEE'S PARCEL

See Legal Description contained in Exhibit "B" attached hereto.

3. For and in consideration of One Dollar and 00/100 (\$1.00), Grantor, its successors, assigns and lessees hereby grants, subject to the provisions set forth herein, to Grantee, its successors, assigns and lessees a non-exclusive easement for ingress and egress to provide additional access to and from John R. Road through the Grantor's Parcel to the Grantee's Parcel, which easement is more specifically described as follows:

(the easement property so described in Exhibit “C” is referred to hereinafter as the “Easement Area”).

EASEMENT

See Legal Description contained in Exhibit "C" attached hereto.

4. Grantee acknowledges that Grantor's current use of the Easement Area includes heavy truck traffic used to transport municipal solid waste to and from the Grantor's facility.
5. So long as Grantor's use of its parcel remains passive, Grantee shall be responsible for the maintenance and repairs of the asphalt drive Easement Area. If Grantor's use changes, which results in increased traffic, then all costs of maintenance and repairs shall be shared equally between the Grantor and the Grantee.
6. Grantee agrees to defend, indemnify and hold Grantor, its contractors and customers, harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of Grantee's use of the Easement Area.
7. Grantee agrees to defend, indemnify and hold Grantor harmless from and against any claims, suits, demands, clean-up obligations and administrative actions brought or initiated by any person or entity against Grantor relating to or arising out of the Grantee's Exacerbation of the environmental condition of the Grantee's Parcel as defined herein, including the conditions set forth in the Remedial Action Plan dated May 16, 2002 ("RAP"). "Environmental Conditions" shall mean the condition of the surface, the sub-surface soils and all materials buried or now positioned at or under the surface of Grantee's Parcel, including any contamination at any levels or concentrations. For purposes of this agreement, "Exacerbation" shall mean the disturbance of the subsurface buried waste materials governed by the RAP by the Grantee or any of Grantee's agents, assigns, contractors or tenants that results in any harm or alleged harm to Grantee, a third party or to an off-site property.
6. This easement shall be deemed to be perpetual and binding on all of both Grantor and Grantee's successors and assigns. This easement shall be deemed appurtenant to, and this covenant is intended to run with the land of both Grantor's Parcel and Grantee's Parcel, unless modified or rescinded upon the mutual consent, in writing, of both Grantor, its successors and assigns and Grantee, its successors and assigns.
7. Although this easement is a nonexclusive easement for the benefit Grantee, it is understood that Grantor is entitled to continue their use of the property on and over the location of this easement, subject to the provisions herein.
8. Grantor agrees not to build any permanent structures on the above-described easement or hinder in any way Grantee's use of the easement.
9. All rights hereunder granted shall not be further assignable by the Parties except as an appurtenance and in conjunction with the sale of their respective parcels.

- 10. Grantee shall maintain, throughout the term of this easement, comprehensive general liability insurance for and covering the use of the easement as part of the policies in Grantee's Parcel. Grantor shall be named as an additional insured throughout the term of this easement.
- 11. Grantee agrees and acknowledges that it has received, read and fully understands the RAP, as defined herein, and agrees that Grantee, its representatives and contractors, will not undertake any action or activity on the Easement Area which is contrary to any provision of the RAP or which exacerbates or has the potential to exacerbate any property condition subject to the RAP.
- 12. The existing Easement for Ingress and Egress as recorded at Liber 40368, Page 106 of Oakland County Records is hereby terminated and the parties thereto and their successors and assigns are fully released from its terms.

[signatures on the following pages]

IN WITNESS WHEREOF, this Easement for Ingress and Egress has been executed on this ____ day of _____, 2023.

GRANTOR:
Southeast Oakland County Resource
Recovery Authority

By: _____
 Jeff McKeen
 Its: General Manager

STATE OF MICHIGAN)
) **SS**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, _____ (title) of _____ (company name) on behalf of the _____.

 Notary Public, State of Michigan
 Acting in the County of _____
 My Commission Expires: _____

IN WITNESS WHEREOF, this Easement for Ingress and Egress has been executed on this _____ day of _____, 2023.

GRANTEE:
28202 Woodward Holding, LLC

By: _____
Niko Moschouris

Its: _____

STATE OF MICHIGAN)
) SS
COOUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, _____ (title) of _____ (company name) on behalf of the _____.

Notary Public, State of Michigan
Acting in the County of _____
My Commission Expires: _____

Drafted by and when recorded return to:

Robert W. Kirk, Esq.
KIRK, HUTH, LANGE & BADALAMENTI, PLC
19500 Hall Road, Suite 100
Clinton Township, MI 48038

EXHIBIT A

LEGAL DESCRIPTION

(GRANTOR) 33022

ALL OF LOTS 29, 30, INCLUSIVE, PART OF LOTS 28, 31, 32, 48, 50 AND 51, AND THOSE PARTS OF VACATED PARKDALE AVENUE (60 FEET WIDE), VACATED TOWNLEY AVENUE (60 FEET WIDE) AND THE VACATED PUBLIC ALLEY (20 FEET WIDE) THAT ADJOIN SAID LOTS, OF "NORTH ACRES SUBDIVISION" OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, T.1N., R.11E., ROYAL OAK TOWNSHIP (NOW CITY OF MADISON HEIGHTS), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN L.33, P.22 OAKLAND COUNTY RECORDS, ALSO, ALL OF LOTS 766 THRU 769 AND 829 THRU 850 INCLUSIVE, PART OF LOTS 770, 771 AND 784 THRU 787, AND THOSE PARTS OF VACATED GIRARD AVENUE (86 FEET WIDE), VACATED DELTON AVENUE (50 FEET WIDE), VACATED OSMUN AVENUE (50 FEET WIDE) AND THE VACATED PUBLIC ALLEY (20 FEET WIDE) THAT ADJOIN SAID LOTS, OF "NORTHEASTERN HIGHWAY SUB'D NO. 1" OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, T.1N., R.11E., ROYAL OAK TOWNSHIP (NOW CITY OF MADISON HEIGHTS), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN L.35, P.21 & 21A OAKLAND COUNTY RECORDS, AND PART OF THE WEST 1/2 OF SECTION 12, T.1N., R.11E. CITY OF MADISON HEIGHTS, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 12; THENCE S00°02'18"W ALONG THE WEST LINE OF SAID SECTION 12, ALSO BEING THE CENTERLINE OF JOHN R. ROAD (VARIABLE WIDTH), A DISTANCE OF 1161.72 FEET, SAID POINT ALSO BEING N00°02'18"E ALONG THE SAID WEST LINE OF SECTION 12, A DISTANCE OF 1479.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE S89°53'43"E, A DISTANCE OF 53.00 FEET TO EASTERLY R.O.W. LINE OF SAID JOHN R. ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°02'18"E ALONG THE SAID EASTERLY R.O.W. LINE JOHN R. ROAD, A DISTANCE OF 58.68 FEET; THENCE S89°53'43"E, A DISTANCE OF 80.26 FEET; THENCE NORTHEAST ALONG AN ARC OF A CURVE TO THE LEFT, CHORD BEARS N69°29'29"E., AN ARC DISTANCE OF 201.41 FEET, A CHORD DISTANCE OF 197.65 FEET WITH A RADIUS OF 300.00 FEET; THENCE N36°46'26"E., A DISTANCE OF 340.22 FEET; THENCE N34°21'32"E., A DISTANCE OF 162.04 FEET; THENCE N46°38'21"W, A DISTANCE OF 44.58 FEET; THENCE N37°08'05"E., A DISTANCE OF 91.01 FEET; THENCE N21°38'56"E., A DISTANCE OF 926.96 FEET; THENCE S83°29'30"E., A DISTANCE OF 378.58 FEET; THENCE S00°53'00"E., A DISTANCE OF 286.40 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF "MOULIN ROUGE SUBDIVISION" OF PART OF THE SOUTH 1/2 OF SECTION 12, T.1N., R.11E., CITY OF MADISON HEIGHTS, OAKLAND COUNTY, MICHIGAN AS RECORDED IN L.87 P.2-3 OAKLAND COUNTY RECORDS; THENCE S00°18'28"E ALONG THE NORTH-SOUTH 1/8 LINE OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4, OF SECTION 12, AS ESTABLISHED BY SAID "MOULIN ROUGE SUBDIVISION", A DISTANCE OF 843.48 FEET TO THE NORTHEAST CORNER OF A PARCEL DEEDED JUNE 1956, L.3543 P.416, FROM SOUTHEAST OAKLAND COUNTY GARBAGE AND RUBBISH AUTHORITY TO SCHOOL DISTRICT #4; THENCE N89°52'50"W ALONG THE NORTH LINE OF SAID PARCEL DEEDED JUNE 1956, L.3543 P.416, FROM SOUTHEAST OAKLAND COUNTY GARBAGE AND RUBBISH AUTHORITY TO SCHOOL DISTRICT #4, A DISTANCE OF 529.28 FEET;

NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners

1310 N. Stephenson Highway
Royal Oak, Michigan 48057-1566

Tel (248) 399-0866
Fax (248) 399-0805

PREPARED FOR:

CITY OF MADISON HEIGHTS

SCALE REVISED REVISED REVISED DRAWN JOB No. SHEET

None 12/21/2006 04/30/2008 06/06/2008 D. McConkey C326 1 of 2

EXHIBIT A

THENCE S43°13'32"W ALONG SAID PARCEL DEEDED JUNE 1956, L.3543 P.416, FROM SOUTHEAST OAKLAND COUNTY GARBAGE AND RUBBISH AUTHORITY TO SCHOOL DISTRICT #4, A DISTANCE OF 233.78 FEET; THENCE S00°18'28"E ALONG THE WEST LINE OF SAID PARCEL DEEDED JUNE 1956, L.3543 P.416, FROM SOUTHEAST OAKLAND COUNTY GARBAGE AND RUBBISH AUTHORITY TO SCHOOL DISTRICT #4 A DISTANCE OF 173.26 FEET TO THE NORTHEAST CORNER OF A PARCEL DEEDED MARCH 1960, L.4061 P.355, FROM SOUTHEAST OAKLAND COUNTY GARBAGE AND RUBBISH AUTHORITY TO THE CITY OF MADISON HEIGHTS, SAID POINT ALSO LIES ON A CHAIN LINK FENCE LINE; THENCE N89°50'41"W ALONG THE SAID CHAIN LINK FENCE LINE A DISTANCE OF 614.00 FEET TO THE SAID EASTERLY R.O.W. LINE OF SAID JOHN R. ROAD; THENCE N00°02'18"E ALONG THE SAID EASTERLY R.O.W. LINE OF SAID JOHN R. ROAD, A DISTANCE OF 14.14 FEET; THENCE N89°53'43"W., A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING 19,695 ACRES (857,899 SQ.FT) MORE OR LESS.
SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

Pt. 25-12-303-003 Lots 28, 29, 30, 31 + 32
North Acres Sub
Pt. 25-12-302-001 Lots 48, 50 + 51
North Acres Sub
Pt. 25-12-304-001 SW 1/4 Sec. 12
Pt. 25-12-154-003 Lots 784, 785, 786, 787 + 771
Northeastern Hwy Sub No. 1
Pt. 25-12-154-008 Lots 766-770
Northeastern Hwy Sub No. 1
Pt. 25-12-154-009 Lots 829-850
Northeastern Hwy Sub No. 1
25-12-304-007 SW 1/4 Sec. 12
25-12-304-008 SW 1/4 Sec. 12
Pt. 25-12-304-006 SW 1/4 Sec. 12

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1310 N. Stephenson Highway
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Tel. (248) 399-0886
Fax. (248) 399-0805

PREPARED FOR:
CITY OF MADISON HEIGHTS

SCALE	DATE	REVISED	REVISED	DRAWN	JOB No.	SHEET
None	10/19/2005	12/21/2006	04/30/2008	D. McConkey	C326	2 of 2

EXHIBIT B

LEGAL DESCRIPTION -

1 PARCEL (GRANTEE)

A PARCEL OF LAND BEING PART OF THE SOUTHWEST 1/4 OF SECTION 12, T1N.,R11E., CITY OF MADISON HEIGHTS, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 12; THENCE S00°02'18"W ALONG THE WEST LINE OF SAID SECTION 12, ALSO BEING THE CENTERLINE OF JOHN R. ROAD (VARIABLE WIDTH), A DISTANCE OF 1355.36 FEET, SAID POINT ALSO BEING N00°02'18"E ALONG THE SAID WEST LINE OF SECTION 12, A DISTANCE OF 1285.58 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°44'17"E., A DISTANCE OF 60.00 FEET TO EASTERLY R.O.W. LINE OF SAID JOHN R. ROAD; THENCE N00°02'18"E ALONG THE SAID EASTERLY R.O.W. LINE OF SAID JOHN R. ROAD, A DISTANCE OF 179.63 FEET TO A CHAIN LINK FENCE, SAID POINT ALSO THE NORTHWEST CORNER OF A PARCEL DEEDED MARCH 1960, L.4061 P.355 FROM SOUTHEAST OAKLAND COUNTY GARBAGE AND RUBBISH AUTHORITY TO THE CITY OF MADISON HEIGHTS; THENCE S89°50'41"E., ALONG THE SAID CHAIN LINK FENCE LINE A DISTANCE OF 614.00 FEET TO THE WEST LINE OF A PARCEL DEEDED JUNE 1956, L.3543 P.416 FROM SOUTHEAST OAKLAND COUNTY GARBAGE AND RUBBISH AUTHORITY TO SCHOOL DISTRICT #4; THENCE S00°18'28"E. ALONG THE SAID WEST LINE OF A PARCEL DEEDED JUNE 1956, L.3543 P.416 FROM SOUTHEAST OAKLAND COUNTY GARBAGE AND RUBBISH AUTHORITY TO SCHOOL DISTRICT #4, A DISTANCE OF 180.78 FEET TO THE NORTH LINE OF A PARCEL DEEDED AUGUST 1961 L.4223, P.543, FROM WILLIAM AND CORA STEWART TO THE CITY OF MADISON HEIGHTS; THENCE S89°44'17"E ALONG THE SOUTH LINE OF SAID PARCEL DEEDED JUNE 1956, L.3543 P.416, FROM SOUTHEAST OAKLAND COUNTY GARBAGE AND RUBBISH AUTHORITY TO SCHOOL DISTRICT #4, A DISTANCE OF 690.00 FEET TO THE NORTH-SOUTH 1/8 LINE OF THE SOUTH 1/2, OF SAID SOUTHWEST 1/4 OF SECTION 12, AS ESTABLISHED BY JOHN R. MANOR" SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, T1N.,R11E., ROYAL OAK TOWNSHIP (NOW CITY OF MADISON HEIGHTS), OAKLAND COUNTY, MICHIGAN", L.30, P.38, OAKLAND COUNTY RECORDS; THENCE S00°05'09"W ALONG THE SAID NORTH-SOUTH 1/8 LINE OF THE SOUTH 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 12, A DISTANCE OF 80.24 FEET TO THE EAST-WEST 1/8 LINE OF THE WEST 1/2, OF THE SAID SOUTHWEST 1/4, OF SECTION 12, AS ESTABLISHED BY OCCUPATION LINES; THENCE N89°44'39"W ALONG SAID EAST-WEST 1/8 LINE OF THE WEST 1/2 OF THE SAID SOUTHWEST 1/4 OF SECTION 12, A DISTANCE OF 1364.91 FEET TO THE SAID WEST LINE OF SECTION 12; THENCE N00°02'18"E ALONG THE SAID WEST LINE OF SECTION 12 A DISTANCE OF 80.39 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING 5.059 ACRES (220,358 SQ.FT) GROSS MORE OR LESS
4.948 ACRES (215,534 SQ.FT) NET (LESS ROAD R.O.W.) MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY RECORD OR OTHERWISE.

25-12-304-006

pt. Rd - no sidewalk

NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners

1310 N. Stephenson Highway
Royal Oak, Michigan 48067-1505

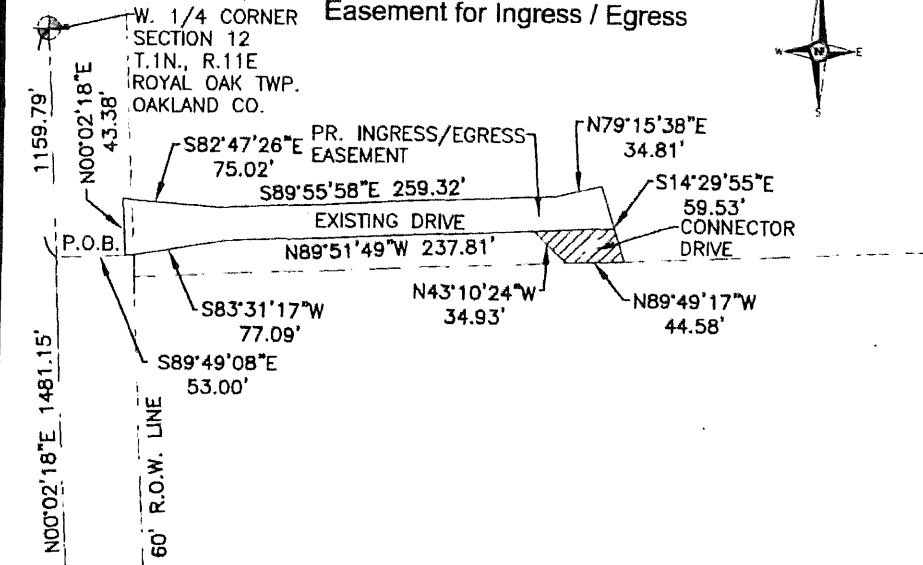
Tel. (248) 399-0886
Fax (248) 399-0805

PREPARED FOR:

CITY OF MADISON HEIGHTS

SCALE DATE REVISED REVISED DRAWN JOB No SHEET
None 10/19/2005 12/21/2006 04/30/2008 D. McConkey C326 1 of 1

EXHIBIT C
Easement for Ingress / Egress



LEGAL DESCRIPTION - EASEMENT

33022

PART OF LOTS 28, 29, 30, 31 AND 32 OF "NORTH ACRES SUBDIVISION" OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, T.1N., R.11E., ROYAL OAK TOWNSHIP (NOW CITY OF MADISON HEIGHTS), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN L.33, P.22 OAKLAND COUNTY RECORDS AND PART OF THE S.W. 1/4 OF SAID SECTION 12, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12, THENCE N00°02'18"E 1481.15 FEET ALONG THE WEST LINE OF SAID SECTION 12; THENCE S89°49'08"E 53.00 FEET TO THE POINT OF BEGINNING; THENCE N00°02'18"E 43.38 FEET; THENCE S82°47'26"E 75.02 FEET; THENCE S89°55'58"E 259.32 FEET; THENCE N79°15'38"E 34.81 FEET; THENCE S14°29'55"E 59.53 FEET; THENCE N89°49'17"W 44.58 FEET; THENCE N43°10'24"W 34.93 FEET; THENCE N89°51'49"W 237.81 FEET; THENCE S83°31'17"W 77.09 FEET TO THE POINT OF BEGINNING. CONTAINING 11,631 SQUARE FEET OR 0.27 ACRES.

S.W. CORNER SECTION 12
T.1N., R.11E
ROYAL OAK TWP.
OAKLAND CO.

JOHN R ROAD
E. LINE SECTION 11
W. LINE SECTION 12

pt 25-12-303-003
lots 28-32

pt. 25-12-304-006
SW 1/4

NF NOWAK & FRAUS

Consulting Engineers • Land Surveyors • Land Planners

1310 N. Stephenson Highway
Royal Oak, Michigan 48067-1508

Tel. (248) 399-0586
Fax. (248) 399-0505

PREPARED FOR: CITY OF MADISON HEIGHTS
SCALE: 1" = 100'
DATE: 10/19/2005
REVISED: 04/23/2008
REVISED: 04/30/2008
DRAWN: D. McConkey
JOB No: C326
SHEET: 1 of 1

December 8, 2023

Board of Trustees
SOCRRA

Subject: Electrical Work-Glacier Robot Project

Board Members:

The Glacier robot project at the MRF requires that electric power be installed for the robot. Completion of the electric power work is required by February 15, 2024. We have requested a quote from Rolly Electrical Service, Royal Oak, MI, for the required electrical work for the robot. This quote has not yet been received at the time this letter was being prepared. The quote will be reviewed with the Board at the December Board meeting.

We have used Rolly for electrical work at the MRF and at the Madison Heights Transfer Station and we have been satisfied with their work. Rolly is familiar with the MRF electrical system and our need to keep the MRF operating during the construction. Any after-hours work required by Rolly will be included in their quote.

The electrical work for the Glacier robot project will be partially reimbursed by the grant that we have received from EGLE.

I am recommending that the Board authorize me to accept the quote from Rolly Electrical Service for \$_____ for the electrical work required for the Glacier robot at the MRF. Rolly will be executing our standard terms and conditions before beginning this project.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Board authorizes the General Manager to accept the quote from Rolly Electrical Service for \$_____ for the electrical work required for the MRF robot project."

November 29, 2023

Board of Trustees
SOCRRA

Subject: Contract for MRF Modifications

Board Members:

In order to install the Glacier robot on the container sort line at the MRF, we have to install structural beams to support the robot legs on the bunker side of the sorting platform. We are proposing to use the services of Speed Tech Equipment for the installation of the structural beams. Speed Tech installed identical structural beams for the AMP robot. Speed Tech understands the requirements of this work, including the need for off hours work in order to keep the MRF in operation and the extreme care that needs to be taken during cutting and welding operations in a MRF to prevent any accidental fires. SOCRRA staff were very pleased with the work completed by Speed Tech and the care that was exercised during the construction.

We obtained a quote of \$14,102.99 for this work from Speed Tech Equipment, Hudsonville, MI, which is attached. Speed Tech has worked with SOCRRA and Glacier to develop the specifications for this work and they completely understand the requirements including the required February 15, 2024 completion date. This work will be partially funded through the various grants that have been obtained for the Glacier robot project.

We are recommending that the Board award the MRF modification work to Speed Tech Equipment at a price of \$14,102.99.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Board award the MRF modification work to Speed Tech Equipment, Hudsonville, MI at a price of \$14,102.99."



Speed Tech Equipment
 a division of Speed Wrench
 3364 Quincy St
 Hudsonville, MI 49426
 616-669-2142

Estimated Repair

Customer Name

Socrra

995 COOLIDGE HWY
 TROY, MI 48084

Bill To

Socrra

995 COOLIDGE HWY
 TROY, MI 48084

Quote ID: 20619

Quote Version: 1

Expiration Date: 1/1/2024

Credit Terms:

Notes

Quote to install (1) 8" structural beam in the sort bin and (2) 6" supports under the sort line decking. Customer wants this quoted for Saturday work. Customer to have area cleaned and ready for hot work.

Unit Information

Brand	Model	Serial	Fleet
MACHINEX	X - 3507	()3274	Sortline Conveyor

Parts

Part Description	Qty	Price
6" X 2" X 7GA TUBING	24	658.32
8" I-BEAM	1	612.18
6" CHANNEL	5	116.80
12GA SHEET STEEL SQUARE FOOT	2	37.24
REPUBLIC BLUE AQUA ENAMEL PAINT	1	52.15
Subtotal:		\$1,476.69

Labor

Qty	Rate	Price
42.00 Estimated Labor	270.00	11,340.00
Subtotal:		\$11,340.00

Expenses

Shop Supplies	963.90
Shipping & Handling	122.40
Equipment Rental - LIFT	200.00
Subtotal:	\$1,286.30

Estimated repairs over \$10,000 will require a 50% down payment.
 Any grinding, cutting, or welding requires a fire watch. If customer will not supply, Speed Tech will provide one for a fee.



Speed Tech Equipment
a division of Speed Wrench
3364 Quincy St
Hudsonville, MI 49426
616-669-2142

Estimated Repair

Subtotal	\$14,102.99
Sales Tax	\$0.00
Grand Total	\$14,102.99

Estimated repairs over \$10,000 will require a 50% down payment.
Any grinding, cutting, or welding requires a fire watch. If customer will not supply, Speed Tech will provide one for a fee.

December 8, 2023

Board of Trustees
SOCRRA

Subject: MRF Baler Liner Repair

Board Members:

SOCRRA's MRF baler is used on a continuous basis each working day since February of 2018 to bale mixed paper, tin cans, plastic bottles, aluminum cans, cardboard, and reject from the pre-sort line. All of the recycled products from the MRF, except for glass, go through the baler. The baler operates with a long cylindrical hydraulic ram pressing the recyclables against the inside of a steel liner, forming cubes of material weighing anywhere from 1,000 to 2,200 pounds. The inside of the baler consists of many parts which wear and require periodic replacement. Machinex inspected the baler in October, and they recommended that the baler be relined in the next several months. We had originally planned for the relining to take place in the 2024/25 fiscal year. However, the critical nature of the baler in our recycling operations and the current condition of the baler caused us to recommend that the baler be relined in the current fiscal year. In addition, we would prefer to do this work during February, which is the month of the lowest recycling tonnage, so that we can stockpile recycling during the reline and not send material to other facilities for processing. This is the first relining of the MRF baler. We anticipate that the relining should provide for at least five years of additional service.

The baler reline consists of two components, purchase of the required materials and the installation of the materials. The required materials can only be purchased from Machinex, which is the sole source for replacement parts. We obtained installation estimates from Machinex and from ARC Welding, which has done similar work for SOCRRA for our old MRF. The quote from Machinex is attached.

The Machinex quote estimates the repair parts at \$47,278.78 with an installation estimate of \$45,000, for a total cost of \$92,278.78. This cost does not include transportation costs and any additional replacement parts that are required once the baler repair work has begun. Machinex proposes to perform this work over a three day weekend with work beginning on a Friday night and being complete so that the baler is back in service on Monday morning. Machinex is available to perform the relining during any one of the first three weekends in February of 2024.

The installation quote from ARC Welding was \$31,000 but they would require that the baler be out of service for 5 days. ARC Welding also indicated that they have never worked on a Machinex baler before. Given the critical nature of the baler, in order to minimize the baler down time and to gain experience in how to do the relining, we are recommending that SOCRRA contract with Machinex to reline the baler. Due to the nature of the repair work and the fact that the Machinex quote does not include freight, I am recommending a contingency of 20% in addition to the Machinex quote.

SOCRRA staff is recommending that the contract to purchase and install the baler liner parts be awarded to Machinex at a cost not to exceed \$110,0000

Respectfully Submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Board authorize the purchase and installation of new baler liner parts from Machinex at a cost not to exceed \$110,000."



MACHINEX TECHNOLOGIES INC.
 716 Gallimore Dairy Road, Suite 103, High Point, NC 27265, USA
 Tel. (336) 899-8514 | Fax (336) 245-1296
www.machinextechnologies.com

QUOTE

QUOTE NUMBER: 56 186
 Page 1 sur 4
 Date 2023-10-11

Customer Number: 2711

Ship to:

SOCRRA MRF
 995 COOLIDGE HWY
 TROY, MI, 48084
 USA

Phone: 248-288-5150

Fax:

Transport

#	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1	12	BOHEX-012Fx200-G08ZP	HEX BOLT 3/4-16NF X 2"	5.12	61.44
2	1	PA-220D-004	LEFT KNIFE	4 649.65	4 649.65
3	1	PA-220D-003	RIGHT KNIFE	4 649.65	4 649.65
4	1	PA-014D-78	WEAR PLATE	760.25	760.25
5	1	PA-014D-88	WEAR PLATE	1 230.05	1 230.05
6	1	PA-014D-89	WEAR PLATE	1 860.45	1 860.45
7	1	PA-014D-90	WEAR PLATE	1 109.26	1 109.26
8	1	PA-014D-55	WEAR PLATE	768.54	768.54
9	1	PA-014D-86	WEAR PLATE	155.19	155.19
10	1	PA-014D-53	WEAR PLATE	693.58	693.58
11	1	PA-014D-56	WEAR PLATE	42.52	42.52
12	10	PA-015D-05	SPRING SCREWING PLATE	230.22	2 302.20
13	32	BOFLA-012Cx208-G08	FLAT HEAD SOCKET CAP SCREW	3.55	113.67
14	18	BOFLA-012CX204-G08	FLAT HEAD SOCKET CAP SCREW	3.12	56.16
15	14	BOFLA-010Cx204-G08	FLAT HD SKT 5/8-11NC X 2 1/4"	3.54	49.56
16	1	PA-220D-001	RAM KNIFE	1 608.23	1 608.23
17	1	PA-001D-24	SCRAPPER OF RAM FACE	1 111.18	1 111.18
18	0	BOHEX-012Cx200-G08ZP	HEX BOLT 3/4-10NC X 2" ZP		0.00

***** PLEASE SIGN THIS QUOTE AND SEND IT BACK TO US. *****



MACHINEX TECHNOLOGIES INC.

716 Gallimore Dairy Road, Suite 103, High Point, NC 27265, USA
Tel. (336) 899-8514 | Fax (336) 245-1296
www.machinextechnologies.com

QUOTE

QUOTE NUMBER: 56 186
Page 2 sur 4
Date 2023-10-11

Customer Number: 2711

#	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
19	1	PA-014D-103	WEAR PLATE	398.66	398.66
20	1	PA-014D-104	WEAR PLATE	1 068.56	1 068.56
21	1	PA-014D-105	WEAR PLATE	398.66	398.66
22	1	PA-014D-100	WEAR PLATE	349.65	349.65
23	1	PA-014D-102	WEAR PLATE	493.85	493.85
24	6	BOFLA-012Cx308-G08	FLAT HD SKT 3/4-10NC X 3 1/2"	8.02	48.12
25	15	BOFLA-012Cx400-G08	FLAT HD SKT 3/4-10NC X 4"	8.42	126.30
26	5	PA-014D-69	WEAR PLATE	528.12	2 640.60
27	68	BOFLA-012Cx300-G08	FLAT HD SKT 3/4-10NC X 3"	4.55	309.55
28	1	PA-108D-003	COMPACTION DOOR	18 155.33	18 155.33
29	8	PA-021D	LOCKING PIN	150.00	1 200.00
30	8	PA-176D-002	COUPLING		0.00
31	1	PA-013D-30	COUPLING LOCK	807.70	807.70
32	1	_SAV_MTL	EXTRA PARTS		According to cost

***** PLEASE SIGN THIS QUOTE AND SEND IT BACK TO US. *****



MACHINEX TECHNOLOGIES INC.
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QUOTE

QUOTE NUMBER: 56 186
 Page 3 sur 4
 Date 2023-10-11

Customer Number: 2711

#	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
39	1	_SAV_REPARATION	FLOOR REBUILD	45 000.00	Budgetary
<p><i>QUOTE FOR FLOOR REBUILT FROM THE MIDDLE OF THE FLOOR AND ALL THE EJECTION FLOOR AND LINERS. FIXED AND MOVING KNIVES, FRONT SCRAPER. 3 TECHS BY SHIFT FROM FRIDAY NIGHT TO MONDAY MORNING TO STARTUP. SUNDAY NIGHT AS A BUFFER.</i></p> <p><i>FORKLIFT INCLUDED</i></p> <p><i>ALL AS PER RATE: MECHANICAL & WELDMAN TECHNICIAN \$90 (\$75*) / HR (DAY, BETWEEN 8:00 @ 17:00) \$120 (\$100*) / HR (OVERTIME* & SATURDAY) \$150 (\$125*) / HR (SUNDAY, HOLIDAY) *TRAVELING RATE</i></p> <p><i>BALER, OPTICAL, ROBOT, BALLISTIC AND INSPECTION TECHNICIAN \$125 (\$95*) / HR (DAY, BETWEEN 8:00 @ 17:00) \$155 (\$125*) / HR (OVERTIME* & SATURDAY) \$185 (\$155*) / HR (SUNDAY, HOLIDAY) *TRAVELING RATE</i></p> <p><i>OVERTIME RATE APPLIES AFTER 8 CONSECUTIVE HOURS OF WORK AND BETWEEN 17:00 (PM) AND 8:00 (AM)</i></p> <p><i>TRAVELLING TIME, TRAVELLING FEES, LODGING, MEALS AND RENTALS ARE INCLUDED IN THE BUGETARY PRICE.</i></p> <p><i>AFTER RECEPTION OF THIS SIGNED QUOTE, WE WILL CONTACT YOU TO SCHEDULE THE INTERVENTION</i></p>					
40	1	_TRSP	FREIGHT AS PER COST		According to cost
41	1	_TOOLS_FREIGHT	TOOLS TRANSPORTATION FEES		According to cost
44	1	_SOUD	WELDER / WIRE FEEDER USE		0.00
46	1	PA-052D-009	SPEED BALL HANDLE	60.22	60.22

QUOTE VALID UNTIL : 2023-11-10

SUB-TOTAL (USD): (Budgetary) 92 278.78

Every order will be shipped standard delivery. If an urgent delivery is necessary, please circle URGENT and sign here : _____

***** PLEASE SIGN THIS QUOTE AND SEND IT BACK TO US. *****



MACHINEX TECHNOLOGIES INC.

716 Gallimore Dairy Road, Suite 103, High Point, NC 27265, USA
Tel. (336) 899-8514 | Fax (336) 245-1296
www.machinextechnologies.com

QUOTE

QUOTE NUMBER: 56 186
Page 4 sur 4
Date 2023-10-11

Customer Number: 2711

#	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
---	-----	-------------	-------------	------------	-------

*****Subject to prior sale***
Minimum order of \$50.00 is required at anytime.**

*****We wish to inform our customers that a service rate increase will take place on July 1, 2023.*****

LUCAS DEAN

PO Number: _____

For any emergency, you can reach us on our hot line at 819-362-3281, 24/7.

***** PLEASE SIGN THIS QUOTE AND SEND IT BACK TO US. *****

December 6, 2023

Board of Trustees
SOCRRA

Subject: Operations Update

Board Members:

SOCRRA operations continued in a normal fashion during November.

Collection

The collection contractors were able to remain on schedule throughout November. GFL and Tringali continue to collect later into the evenings as has been typical in recent months. Trash tonnage continues to be very close to last year's tonnage.

November 2023 had the same number of collection days as November 2022, therefore we would expect to see no changes in tonnage if everything else was equal. Member refuse tonnage was 0.5% higher than November 2022 and member recycling tonnage was 4.4% lower than in November 2022. Member yard waste was 21.5% lower than November 2022 due to the late start of the fall leaf season and due to data reporting delays that resulted in a significant amount of yard waste from Beverly Hills and Birmingham not being reported in November. This tonnage will be captured in our December reporting.

	November <u>2023 tons</u>	November <u>2022 tons</u>	<u>% change</u>
Refuse	8,991	8,949	+ 0.5%
Recycling	1,832	1,916	- 4.4%
Yard Waste	<u>13,637</u>	<u>17,364</u>	- <u>21.5%</u>
TOTAL	24,461	28,229	- 13.3%

SOCRRA Operations

SOCRRA operations at the Transfer Station were normal through November. GFL did not have any service issues in November.

The amount of non-SOCRRA trash was 8% lower in October 2023 compared with October 2022 and was 6% higher than budgeted. Non-member recycling was 60% higher in October 2023 compared with October 2022 and was 82% higher than budgeted.

Between Leadpoint and CEO, the MRF is close to being fully staffed with sorters on most days.

The AMP sorting robot has been fully operational for a year and continues to function well. We have received the final grant payments from both Michigan EGLE and from The Recycling Partnership for the AMP robot.

We are continuing to work on a grant agreement with Glacier Robotics, which should be completed in December. The scanners for the Glacier robot were installed on November 7. The

data from the scanners will be used to train Glacier's artificial intelligence system on our materials. The tentative in-service date for the robot is March 4, 2024. Agreements for the installation of the electrical power for the robot and for the installation of the support structure for the robot are discussed elsewhere in this agenda package. We have also completed the final grant agreement for this project, between SOCRRA and The Carton Council.

The Closed Loop Fund, which provides low interest loans for MRF improvement projects, has requested that we submit a formal plan for MRF improvements. These improvements could include additional robots, an optical sort system and walking floors for our paper and cardboard bunkers. We are working on this plan.

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. We are evaluating the installation of a camera system on Tringali's recycling trucks that would take a picture of the contents of each recycling cart, use an AI system to determine if the cart contents are contaminated and send a postcard to the resident with a picture of the contamination. This system would eliminate the difficulties we encountered in providing enough temporary labor to inspect the carts in advance of them being serviced by Tringali.

Revenue from the sale of recycled material was 20% above budget in November due primarily to higher prices for recycled cardboard and mixed paper. For the fiscal year to date, revenue from the sale of recycled material is 31% above budget.

December paper prices increased by 5% for cardboard and by 8% for mixed paper. Paper prices have been increasing for several months and are at the highest levels since September of 2022. October revenue from the sale of paper products was 62% above budget.

The recycled plastic market had significant price changes during November. Natural PE (milk jugs) decreased by 24%, mixed color PE (detergent bottles) decreased by 37% but PET (water bottles) increased by 37%. 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 November, revenue from the sale of plastics was only 1% below budget.

Metal prices for November increased by 5% for tin cans and by 9% for scrap metal while aluminum prices were unchanged. November revenue from the sale of scrap metal was 47% lower than budget because we did not ship any loads of aluminum during November after shipping two loads in October.

The number of recycling drop-off appointments increased in November to 3,944 compared with 3,831 in October and 3,794 appointments in November of 2022. Only four days in November were not fully booked. 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 three Saturdays in November, all of which were fully booked. Our current Saturday schedule is as follows:

December 2, 16, 30

January 6, 20

February 3, 17

We continue to closely monitor the number of available appointments.

The fall leaf season has gone very well and is discussed elsewhere in this agenda package.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

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

December 6, 2023

Board of Trustees
SOCRRA

Subject: Fall Leaf Season Operations

Board Members:

Fall leaf season operations are nearing completion. Curbside collection of yard waste ends on Friday, December 15. From our perspective, fall operations went very well. We did have a few weeks with extremely heavy yard waste volumes due to how the leaves fell this year, but our trucking contractors were able to keep up with the high volume.

We will be meeting with each of the member communities that allowed us to stockpile leaves at their DPW facilities in order to determine if we need to make any changes to our operations for next fall. We will also be billing GFL for their share of the costs incurred by SOCRRA for allowing GFL to bring Oak Park yard waste to the Ferndale Southwest DPW yard during the fall months.

SOCRRA routinely waived the beginning of day delivery times (refuse 8:00 AM, recycling 7:30 AM and yard waste 8:00 AM) and the end of day delivery times (refuse 6:00 PM, recycling 4:00 PM and yard waste 5:00 PM) specified in our contracts during the fall months in order to assist the contractors to remain on schedule. We will be encouraging the contractors to comply with the contractual hours during the winter months.

We will be allowing residents to bring in yard waste to the Troy Transfer Station, with no appointment required, beginning on Monday, December 18.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the report on Fall Leaf Season Operations be received and filed."

November 13, 2023

Board of Trustees
SOCRRA

Subject: Winter Yard Waste

Board Members:

We are again allowing residents to bring bagged yard waste to the Troy Transfer Station after the completion of curbside yard waste collection on Friday, December 15, 2023. Starting on Monday, December 18, 2023, residents will be allowed to bring up to 10 bags of yard waste 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.

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 continue curbside yard waste collection after December 15 or wants to start 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."

December 7, 2023

Board of Trustees
SOCRRA

Subject: Disaster Debris Management Plan Project

Board Members:

The kickoff meeting for the Disaster Debris Management Plan project was held on Thursday, November 16. We have identified the appropriate individual to represent each of the member communities. Tetra Tech is conducting individual meetings with each community to obtain information about each community's existing plans. I am attending the meetings as my schedule allows. Four of these meetings have been completed and the remaining eight have been scheduled. The meetings have gone very well to date. One of the items on the agenda for these meetings is the identification of temporary debris management sites within each community.

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

I have also attached the draft work plan for this project. While the plans are being prepared by Tetra Tech, they will be relying on data provided by SOCRRA and by each SOCRRA member community. SOCRRA staff will be working with your community's representative to coordinate the responses to the data requests that will be coming from Tetra Tech. We will also be working with your community's representative to identify a temporary debris management site within each community that would be used in case SOCRRA facilities were overwhelmed or were unable to be used.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

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

November 13, 2023

Board of Trustees
SOCRRA

Subject: PA 202 Report

Board Members:

PA 202 of 2017 requires additional reporting on the status of SOCRRA's add union and salaried info from most recent Milliman reports pension and OPEB (Other Post Employment Benefit) plans to the State and to the SOCRRA Board. This information was already included in our June 30, 2023 audit. The required information was submitted to the State in December and is attached, as required by PA 202. The State requires the use of standard assumptions which results in the funding percentages being slightly different than reported in our June 30, 2023 audit. The State also requires the plans to be combined for reporting purposes. The summary of the information is as follows:

The SOCRRA pension plan is 72.7% funded as of June 30, 2023. This is a slight decrease from the June 30, 2022 funding level of 72.8%

The SOCRRA OPEB plan is 161.3% funded as of June 30, 2023. This is a large increase from the June 30, 2022 funding level of 118.2%

None of the plans are in "underfunded status".

Additional contributions have been made to the union pension plan since the last actuarial valuations. MERS will be providing their 12/31/2023 pension actuarial valuation before June 30, 2024 and SOCRRA staff will be conducting an actuarial valuation of the OPEB plans as of June 30, 2024 in August of 2024. I will review these analyses with the Board when they are received.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the PA 202 Report be received and filed."

The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) & Public Act 530 of 2016 Pension Report

Enter Local Government Name	SOCRRA	Instructions: For a list of detailed instructions on how to complete and submit this form, visit michigan.gov/LocalRetirementReporting .
Enter Six-Digit Municode	657573	
Unit Type		
Fiscal Year End Month		
Fiscal Year (four-digit year only, e.g. 2019)	2022	Questions: For questions, please email LocalRetirementReporting@michigan.gov . Return this original Excel file. Do not submit a scanned image or PDF.
Contact Name (Chief Administrative Officer)	Jeff McKeen	
Title if not CAO	General Manager	
CAO (or designee) Email Address	jmckeen@socwa.org	
Contact Telephone Number	248-288-5150	
Pension System Name (not division) 1	SOCRRA Union/Salaried DB Pension Plan	If your pension system is separated by divisions, you would only enter one system. For example, one could have different divisions of the same system for union and non-union employees. However, these would be only one system and should be reported as such on this form.
Pension System Name (not division) 2		
Pension System Name (not division) 3		
Pension System Name (not division) 4		
Pension System Name (not division) 5		

Line	Descriptive Information	Source of Data	System 1	System 2	System 3	System 4	System 5
1	Is this unit a primary government (County, Township, City, Village)?	Calculated	NO	NO	NO	NO	NO
2	Provide the name of your retirement pension system	Calculated from above	SOCRRA Union/Salaried DB Pension Plan				
3 Financial Information							
4	Enter retirement pension system's assets (system fiduciary net position ending)	Most Recent Audit Report	5,124,103				
5	Enter retirement pension system's liabilities (total pension liability ending)	Most Recent Audit Report	6,182,904				
6	Funded ratio	Calculated	82.9%				
7	Actuarially Determined Contribution (ADC)	Most Recent Audit Report	244,743				
8	Governmental Fund Revenues	Most Recent Audit Report	27,820,919				
9	All systems combined ADC/Governmental fund revenues	Calculated	0.9%				
10 Membership							
11	Indicate number of active members	Actuarial Funding Valuation used in Most Recent Audit Report	18				
12	Indicate number of inactive members	Actuarial Funding Valuation used in Most Recent Audit Report	6				
13	Indicate number of retirees and beneficiaries	Actuarial Funding Valuation used in Most Recent Audit Report	26				
14 Investment Performance							
15	Enter actual rate of return - prior 1-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	14.13%				
16	Enter actual rate of return - prior 5-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	9.96%				
17	Enter actual rate of return - prior 10-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	9.11%				
18 Actuarial Assumptions							
19	Actuarial assumed rate of investment return	Actuarial Funding Valuation used in Most Recent Audit Report	7.25%				
20	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	Level Percent				
21	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	17				
22	Is each division within the system closed to new employees?	Actuarial Funding Valuation used in Most Recent Audit Report	No				
23 Uniform Assumptions							
24	Enter retirement pension system's actuarial value of assets using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	4,704,081				
25	Enter retirement pension system's actuarial accrued liabilities using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	6,457,863				
26	Funded ratio using uniform assumptions	Calculated	72.8%				
27	Actuarially Determined Contribution (ADC) using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	197,376				
28	All systems combined ADC/Governmental fund revenues	Calculated	0.7%				
29 Pension Trigger Summary							
30	Does this system trigger "underfunded status" as defined by PA 202 of 2017?	Primary government triggers: Less than 60% funded AND greater than 10% ADC/Governmental fund revenues. Non-Primary government triggers: Less than 60% funded	NO	NO	NO	NO	NO

Requirements (For your information, the following are requirements of P.A. 202 of 2017)
 Local governments must post the current year report on their website or in a public place.
 The local government must electronically submit the form to its governing body.
 Local governments must have had an actuarial experience study conducted by the plan actuary for each retirement system at least every 5 years.
 Local governments must have had a peer actuarial audit conducted by an actuary that is not the plan actuary OR replace the plan actuary at least every 8 years.

By emailing this report to the Michigan Department of Treasury, the local government acknowledges that this report is complete and accurate in all known respects.

The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) Health Care (OPEB) Report

Enter Local Government Name	Southeastern Oakland County Resource Recovery Authority	Instructions: For a list of detailed instructions on how to complete and submit this form, visit michigan.gov/LocalRetirementReporting .
Enter Six-Digit Municode	637573	
Unit Type	Authority	
Fiscal Year End Month	June	
Fiscal Year (four-digit year only, e.g. 2019)	2023	Questions: For questions, please email LocalRetirementReporting@michigan.gov . Return this original Excel file. Do not submit a scanned image or PDF.
Contact Name (Chief Administrative Officer)	Jeff McKeen	
Title if not CAO	General Manager	
CAO (or designee) Email Address	jmckeens@socwa.org	
Contact Telephone Number	248-288-5150	
OPEB System Name (not division) 1	SOCRRA Union OPEB Plan	If your OPEB system is separated by divisions, you would only enter one system. For example, one could have different divisions of the same system for union and non-union employees. However, these would be only one system and should be reported as such on this form.
OPEB System Name (not division) 2		
OPEB System Name (not division) 3		
OPEB System Name (not division) 4		
OPEB System Name (not division) 5		

Line	Descriptive Information	Source of Data	System 1	System 2	System 3	System 4	System 5
1	Is this unit a primary government (County, Township, City, Village)?	Calculated	NO	NO	NO	NO	NO
2	Provide the name of your retirement health care system	Calculated from above	SOCRRA Union OPEB Plan				
3 Financial Information							
4	Enter retirement health care system's assets (system fiduciary net position ending)	Most Recent Audit Report	729,373				
5	Enter retirement health care system's liabilities (total OPEB liability)	Most Recent Audit Report	452,227				
6	Funded ratio	Calculated	161.3%				
7	Actuarially determined contribution (ADC)	Most Recent Audit Report	-				
7a	Do the financial statements include an ADC calculated in compliance with Numbered Letter 2018-3?	Most Recent Audit Report	YES				
8	Governmental Fund Revenues	Most Recent Audit Report	27,830,482				
9	All systems combined ADC/Governmental fund revenues	Calculated	0.0%				
10 Membership							
11	Indicate number of active members	Actuarial Funding Valuation used in Most Recent Audit Report	6				
12	Indicate number of inactive members	Actuarial Funding Valuation used in Most Recent Audit Report	-				
13	Indicate number of retirees and beneficiaries	Actuarial Funding Valuation used in Most Recent Audit Report	12				
14	Provide the amount of premiums paid on behalf of the retirants	Most Recent Audit Report or Accounting Records	17,885				
15 Investment Performance							
16	Enter actual rate of return - prior 1-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	7.46%				
17	Enter actual rate of return - prior 5-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	5.89%				
18	Enter actual rate of return - prior 10-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	6.80%				
19 Actuarial Assumptions							
20	Assumed Rate of Investment Return	Actuarial Funding Valuation used in Most Recent Audit Report	6.85%				
21	Enter discount rate	Actuarial Funding Valuation used in Most Recent Audit Report	6.85%				
22	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	Level Percent				
23	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	20				
24	Is each division within the system closed to new employees?	Actuarial Funding Valuation used in Most Recent Audit Report	Yes				
25	Health care inflation assumption for the next year	Actuarial Funding Valuation used in Most Recent Audit Report	5.50%				
26	Health care inflation assumption - Long-Term Trend Rate	Actuarial Funding Valuation used in Most Recent Audit Report	4.50%				
27 Uniform Assumptions							
28	Enter retirement health care system's actuarial value of assets using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	729,373				
29	Enter retirement health care system's actuarial accrued liabilities using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	452,227				
30	Funded ratio using uniform assumptions	Calculated	161.3%				
31	Actuarially Determined Contribution (ADC) using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	-				
32	All systems combined ADC/Governmental fund revenues	Calculated	0.0%				
33 Summary Report							
34	Did the local government pay the retiree insurance premiums for the year?	Accounting Records	YES				
35	Did the local government pay the normal cost for employees hired after June 30, 2018?	Accounting Records	YES				
36	Does this system trigger "underfunded status" as defined by PA 202 of 2017?	Primary government triggers: Less than 40% funded AND greater than 12% ARC/Governmental fund revenues. Non-Primary government triggers: Less than 40% funded	NO	NO	NO	NO	NO

Requirements (For your information, the following are requirements of P.A. 202 of 2017)
 Local governments must post the current year report on their website or in a public place
 The local government must electronically submit the form to its governing body.
 Local governments must have had an actuarial experience study conducted by the plan actuary for each retirement system at least every 5 years
 Local governments must have had a peer actuarial audit conducted by an actuary that is not the plan actuary OR replace the plan actuary at least every 8 years.

By emailing this report to the Michigan Department of Treasury, the local government acknowledges that this report is complete and accurate in all known respects.

December 8, 2023

Board of Trustees
SOCRRA

Subject: Holiday Cardboard Collection

Board Members:

SOCRRA staff is working with the collection contractors to place rolloffs for holiday cardboard recycling in Berkley, Birmingham, Clawson, Huntington Woods, Oak Park and Troy. Please let SOCRRA staff know if your community is interested in this program. SOCRRA will track the cardboard tonnage produced by this project and will report the results at the February Board meeting.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

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

December 8, 2023

Board of Trustees
SOCRRA

Subject: Contract Extension for Household Hazardous Waste Service

Board Members:

SOCRRA’s one-year extensions of our contract with ERG for Household Hazardous Waste (HHW) service expired on October 31, 2023. ERG has agreed to extend the current pricing through the end of 2023, but they have requested price increases on several specific line items as identified below in order to extend our agreement to the end of 2024. Prices were unchanged on an additional twelve line items including ammonia, lithium ion, NiCad and lead acid batteries, corrosives, fire extinguishers, fluorescent lights, medications, mercury, pesticides, propane and smoke detectors.

HHW Item	2023 price \$/lb.	2024 price \$/lb.	Additional Annual Cost
Aerosols	\$1.00	\$1.10	\$ 2,700
Batteries-Alkaline	\$0.45	\$0.48	\$ 1,300
Oil Based Paint	\$0.65	\$0.70	\$ 6,000
Latex Paint	\$0.30	\$0.32	\$ 9,300
Motor Oil	\$0.18	\$0.20	\$ 1,100
Oxidizers	\$3.75	\$5.00	\$ 4,200
Reactives	\$3.75	\$5.00	\$ 200
Sharps	\$1.00	\$1.50	\$ 4,200
Toxics	\$0.55	\$0.70	\$ 3,200
TOTAL			\$ 32,000

The total annual additional cost is 6.1% of our annual HHW costs. This increase was a little higher than anticipated when we developed our 2023/24 budget. The impact on our 2023/24 expenses will be fairly minor since the proposed cost increase will only be in effect for the last six months of 2023/24 which include the light HHW months of January through March.

SOCRRA’s original contract with ERG resulted from an RFP conducted in 2018 in which we received only two proposals after sending the RFP to fifteen local and regional firms that perform this type of service. The proposal from ERG was 45% less expensive than the other proposal. SOCRRA staff have been very satisfied with the HHW service we receive from ERG.

ERG has also agreed to continue to provide drop-off HHW and electronics recycling at their facility in Livonia, MI at the current rate of \$45 per drop-off with a maximum of 100 pounds per drop-off. We are charged for two drop-offs if a resident goes to ERG’s

facility with more than 100 pounds of material. Residents are not required to make an appointment to drop-off material at ERG. This service is only modestly used by our residents, but same day service is available without making an appointment for residents that do not want to wait until they are able to make an appointment at SOCRRA's drop-off center.

We do plan on increasing the rate we charge to non-SOCRRA communities as of July 1, 2024, as allowed under our agreements.

SOCRRA staff recommends that the one-year extension to the contract with ERG for HHW service be approved.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the contract for HHW handling and disposal with ERG Environmental Services be extended for one year to December 31, 2024 with revised pricing for select contract line items."

December 8, 2023

Board of Trustees
SOCRRA

Subject: Rochester Hills Agreement

Board Members:

Our agreement with Rochester Hills expires in April of 2024. This agreement allows Rochester Hills' collection contractor, currently GFL, to bring recycling to SOCRRA's MRF and it allows Rochester Hills residents to use our recycling drop-off services. SOCRRA charges Rochester Hills a per ton tip fee for the recycling and a per appointment fee for the use of the recycling drop-off center. We are proposing to extend the existing agreement, with the price increases discussed below, for an additional five years. The proposed agreement with Rochester Hills is attached. Mr. Davis has reviewed and approved the agreement.

Rochester Hills is in the process of negotiating a contract extension with GFL that would be effective in April 2024. As part of those negotiations, Rochester Hills has asked us to extend our existing contract. SOCRRA has performed an analysis of the price for recycling, and we have quoted them a 2024 rate of \$115 per ton, which is 15% higher than the rate currently being charged to our recycling customers. This price is projected to cover our costs of processing this material. Revenue generated from the sale of this material will be used to offset a portion of the operating costs of the MRF. The attached agreement increases this tip fee by 4% annually.

The agreement also allows Rochester Hills to use SOCRRA's recycling drop-off center. We charge a per appointment fee for HHW and electronics recycling appointments. Rochester Hills residents have made 5% of our drop-off appointments over the last three fiscal years. Revenue from Rochester Hills was \$27,000 in 2023/24, which covers the cost of Rochester Hills participation in our drop-off center operation. SOCRRA staff does not feel that the Rochester Hills appointments compromise the service we provide to our residents.

I am recommending that the Board approve the agreement to provide recycling services to Rochester Hills.

Respectfully submitted,

Jeffrey A. McKeen, P.E.
General Manager

Suggested Resolution: "That the Board approves the attached agreement to provide recycling services to Rochester Hills and that the General Manager is authorized to execute the agreement."

INTERGOVERNMENTAL AGREEMENT BETWEEN
SOUTHEASTERN OAKLAND COUNTY RESOURCE RECOVERY AUTHORITY AND
CITY OF ROCHESTER HILLS FOR RECYCLABLE PROCESSING SERVICES

This Intergovernmental Agreement (“Agreement”) is made as of _____, 2023, between the Southeastern Oakland County Resource Recovery Authority (“SOCRRA”), with offices at 955 Coolidge Highway, Troy, Michigan 48084, and the City of Rochester Hills (“City”), with offices at 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309. SOCRRA and City may be referred to in this Agreement collectively as the “Parties” and singularly as “Party.”

RECITALS

Whereas, SOCRRA operates a recyclable materials recovery facility (“MRF”) located at 955 Coolidge Highway, Troy, Michigan; and

Whereas, by Intergovernmental Agreement between Southeastern Oakland County Resource Recovery Authority and City of Rochester Hills for Recyclable Processing Services, dated April 10, 2019, the Parties agree to allow the City or its designated waster hauler to deliver collected recyclable material to SOCRRA’s MRF for processing for a five-year period with an option renew for an additional five (5) year period subject to mutual agreement; and

Whereas, the City desires to exercise the renewal option, and this Agreement is intended to fully set forth the Parties’ mutual agreement and understanding.

Therefore, pursuant to MCL 124.1 et seq and MCL 124.501 et seq, authorizing intergovernmental contracts between municipal corporations and public agencies, and in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

The following definitions apply in this Agreement:

“Commingled Recyclables” or “Recyclables” means recyclable material separated from waste but collected together (a/k/a “single stream”) that includes recyclable glass, metal, plastic and other Recyclables from residential, commercial, and institutional sources limited by the Material Acceptance Protocol provisions of this Agreement.

“Tipping Fee” means the fee per ton to be paid by the City to SOCRRA for the acceptance and processing of Recyclables.

2. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions by which SOCRRA will, at its MRF, accept, process and market Recyclables delivered by the City or its designated waste hauler.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

A. The City will deliver or cause to be delivered to SOCRRA's MRF, and SOCRRA shall accept, all Commingled Recyclables that the City or its designated waste hauler collects in the City. SOCRRA will process and market all Commingled Recyclables delivered to the MRF by the City or its designated waste hauler.

- (1) SOCRRA will have and operate a working scale and Recyclables tipping floor at the MRF for receiving during the MRF's hours of operation.
- (2) The scale and Recyclables tipping floor operation must:
 - a. Generate reports, invoices, and charges or revenues and provide such information to the City consistent with this Agreement for all City Recyclables delivered to the MRF; and
 - b. Accommodate tipping of City Recyclables at a rate such that City tipping delivery vehicles are able to approach and enter the MRF, weigh in, tip all materials, and depart with a turn-around time of less than 30 minutes.

B. SOCRRA will record all deliveries by the City or its designated waste hauler and generate and provide upon request reports for the City regarding Recyclables delivered to the MRF according to the following:

- (1) In electronic format, weight ticket information shall be provided for each incoming load showing, at a minimum, the chronological ticket number, date, time, driver name, truck number, type of Recyclables collected, and weight of Recyclables in pounds and tons;
- (2) Monthly calculations shall be provided, with supporting data accounting for any revenue sharing arrangement formulas.

C. SOCRRA will provide all management, supervision, personnel, materials, services, and supplies necessary to provide the services required in this Agreement, and SOCRRA shall promptly notify the City about any major equipment failure or damage at the MRF that may limit SOCRRA's ability to provide those services.

D. SOCRRA warrants that its MRF currently meets, and will be operated and maintained to continue to meet, all applicable federal, state, and local laws, regulations, rules and ordinances.

E. The City and its designated waste hauler will make best efforts to adhere to the Materials Acceptance Protocol and to minimize contamination of loads by non-recyclables in accordance with the Materials Acceptance Protocol hereunder. Specifically, the City and/or its designated waste hauler will communicate to City residents the steps required to properly prepare and set-out Commingled Recyclables, using communications content and material that SOCRRA will provide.

F. The City will make reasonable efforts to eliminate curbside scavenging of Commingled Recyclables

G. Material Acceptance Protocol

- (1) The City and its designated waste hauler shall use reasonable efforts to deliver or cause to be delivered to the MRF only Recyclables that conform to this Materials Acceptance Protocol. However, an inadvertent delivery of Recyclables that does not conform to Materials Acceptance Protocol shall not constitute a breach of the City's obligations.
- (2) Commingled Recyclables includes recyclable paper and containers from City residential, commercial, and institutional sources that are consistent with and identical to the list of Commingled Recyclables SOCCRA processes from its member communities.
 - a. City Commingled Recyclables may contain all of the items listed in proportions and in a condition that can be reasonably expected from a municipal curbside recycling collection program.
 - b. Commingled Recyclables will not be delivered in plastic bags.
 - c. Commingled Recyclables that contain more than fifteen percent (15%) by weight of non-recyclable material, such as garbage, and trash, may be rejected by SOCRRA.
- (3) Any delivered Commingled Recyclables that do not conform to this Protocol or are contaminated with trash, garbage, or animal or human waste, shall not constitute a breach of the City's obligations, but may be rejected by SOCRRA.
- (4) SOCRRA's may inspect each vehicle load. If during any vehicle inspection, SOCRRA determines that the vehicle is delivering Recyclables that do not conform to the Materials Acceptance Protocol, above, SOCRRA shall notify the City of any downgrade, stating the date and time of the rejection, the vehicle number and driver's name, the point of origin and the reason for downgrading and shall follow this with a report in writing of the same information to be delivered within five (5) business days to the City.

H. SOCRRA will charge the City a tipping fee for each ton of Recyclables accepted at the MRF from the City or its designated waste hauler. That tipping fee will be according to the following annual schedule:

SOCRRA Per Ton MRF Tipping Fee Schedule				
Year 6 April 1, 2024 to March 31, 2025	Year 7 April 1, 2025 to March 31, 2026	Year 8 April 1, 2026 to March 31, 2027	Year 9 April 1, 2027 to March 31, 2028	Year 10 April 1, 2028 to March 31, 2029
\$115.00	\$119.60	\$124.38	\$129.36	\$134.53

I. SOCRRA will submit monthly invoices to the City for the tipping fee, and the City shall pay SOCRRA’s invoices net 30 days.

J. To the extent that the actual value of any item in a monthly invoice cannot be accurately determined as of the date of invoice, the item shall be billed or credited on an estimated basis, and an adjustment shall be made to reflect the difference between the estimated amount and the actual amount of the item on a subsequent invoice.

K. For all Commingled Recyclables that are delivered by the City or its designated waste hauler and rejected by SOCRRA, SOCRRA and City shall review and consult about the reports each month in a good faith effort to mutually agree on the amount that shall be invoiced to the City to offset SOCRRA’s costs of further handling, transfer and disposal of the rejected loads.

L. SOCRRA will market or cause to be marketed all marketable components of Commingled Recyclables delivered by the City or its designated waste hauler. The Parties shall share the revenue received from the marketing and sale of Recyclables, as follows: SOCRRA will be entitled to the first \$90 per ton of consideration received from the sale of the City’s Recyclables and also 50% of the consideration received from the sale of the City’s Recyclables above the \$90 per ton threshold. The City will be entitled to receive the remaining 50% share of the consideration received from sales above the \$90 per ton threshold. Whenever any recyclables revenue share has been earned by the City, SOCRRA will issue payment to the City for the City’s revenue share amount, together with supporting documentation accounting for the revenue share calculation.

M. SOCRRA will make available its education and outreach resources to enable the City and its designated waste hauler to communicate with the City’s residents about what to recycle, how to recycle, etc. – including access to MRF tours for residents and students when such tours are available.

N. SOCRRA will provide the City’s residents with access to SOCRRA’s household hazardous waste and e-waste appointment services, for which SOCRRA shall charge the City \$40.00 per carload, with a maximum of 100 pounds of material per carload, with a yearly not to exceed 3% annual escalation by means of a monthly invoice, with appropriate accounting of City residents served. The City shall pay SOCRRA’s invoices net 30 days.

O. SOCRRA will allow City residents to have access to SOCRRA’s drop-off station for other recyclables (e.g., Styrofoam, paper shredding, plastic film, cardboard, traditional recyclables, etc.) at no additional charge to the City or its residents.

P. SOCRRA will allow City residents to tip waste and any other accepted-for-fee materials at SOCRRA's small vehicle waste tip wall. Fees for this service shall be charged according to the published fee structure applicable to SOCRRA-member residents.

Q. SOCRRA will make finished compost available to City residents at the same limits, logistics and cost arrangements available to SOCRRA-member communities and their residents.

4. **EFFECTIVE DATE AND TERM**

This Agreement shall commence and become effective on April 1, 2024 and shall continue in effect for five (5) years through March 31, 2029, unless sooner terminated by either Party pursuant to this Agreement. This Agreement may be extended upon terms mutually agreeable to the Parties.

5. **TERMINATION**

A. Both Parties acknowledge that if SOCRRA, for any reason, terminates any of the above services for SOCRRA-member communities, those services shall no longer be available to the City and its residents. Additionally, if SOCRRA, for any reason, is no longer able to accept and process recyclables at the MRF, SOCRRA may immediately, upon written notice to the City, suspend or terminate delivery of recyclables to the MRF by the City's designated waste hauler.

B. Notwithstanding the stated term of agreement, this Agreement may be terminated by either Party at any time, for any reason, by giving 120 days prior written notice of termination to the other Party; provided, however, that termination of this Agreement for any reason and by any means shall not relieve either Party from any liabilities or obligations already accrued under this Agreement.

6. **NOTICES**

Unless otherwise specified, any notice or other communication required or permitted to be given under this Agreement must be in writing and sent to the address given below for the party to be notified:

If to SOCRRA:

Mr. Jeff McKeen, General Manager
SOCRRA
995 Coolidge Highway
Troy, MI 48084

If to City:

Mr. Bryan Barnett, Mayor
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

7. AUTHORITY TO CONTRACT

Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions to authorize the same.

8. INTEGRATION; MODIFICATION

The Parties acknowledge and agree that they did not rely upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes their entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by both Parties, and any modification or amendment will become effective on the date so specified.

9. DISPUTE RESOLUTION

A. Negotiation

The City and SOCRRA will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation.

B. Mediation

In the event the Parties are unable to resolve their dispute through consultation and negotiation, the parties shall submit to mediation any controversy or claim arising out of or relating to this Agreement or the breach of the Agreement that the Parties are unable to resolve themselves. The Parties shall mutually agree upon a mediator to conduct the mediation. The cost of mediation will be shared equally by the Parties; however, each party shall bear its own attorney fees and expenses.

C. Arbitration/Litigation

In the event mediation is unsuccessful, the Parties may seek appropriate remedies at law or in equity through binding arbitration (if they mutually agree to arbitrate) or litigation.

10. FORCE MAJEURE

Neither Party will be liable to the other for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike or labor difficulty, fire, flood, storm, breakdown or other damage to equipment, or any other cause beyond the reasonable control of the party at fault.

11. SEVERABILITY

In the event that a court of competent jurisdiction holds any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement will remain in full force and effect, to the extent that the continued enforcement of the remaining terms continues to reflect substantially the intent of the Parties.

12. WAIVER

No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a party to insist upon performance of the condition or covenant, or any other provision of this Agreement, nor will any waiver by either party of any breach of any condition or covenant of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

13. GOVERNING LAW

This Agreement will be governed, interpreted, and enforced in accordance with the laws of the State of Michigan. Oakland County shall be the venue for any mediation, arbitration, or litigation out of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

SOCRRA

CITY OF ROCHESTER HILLS

By: _____

By: _____

Jeff McKeen, General Manager

Bryan K. Barnett, Mayor

Date: _____, 2023

Date: _____, 2023