



## AGENDA

Regular Meeting – Wednesday, December 14, 2011 – 9:30 a.m.

**Pleasant Ridge Community Center, 4 Ridge Rd.**

1. Meeting Called to Order
2. A. Roll Call & Recognition of Visitors  
B. Public Comments
3. Approval of Agenda
4. Consent Agenda  
All items listed on the Consent Agenda are considered to be routine by the Board of Trustees, will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of these items unless a Board Member or visitor so requests, in which event the item will be removed from the consent agenda and considered as the last item of business.
  - A. Approval of Minutes – November 9, 2011
  - B. Approval of Warrants – No. RA-708
  - C. Information Reports
    - 1) Tonnage Analysis – November 2011
    - 2) Tonnage Percentages – November 2011
    - 3) Budget Analysis – November 2011
    - 4) Budget Analysis – July 2010 – November 2011
    - 5) Financial Status Summary – November 2010 – November 2011
    - 6) Compost Delivered to Members
5. Administrative Reports (No Board Action Requested)
  - A. Negotiations with Rizzo Regarding Madison Heights

- B. Recycling Bin Blitz VI – November 2011
  - C. America Recycles Day
  - D. Revisions to Articles of Incorporation
  - E. Performance Issue – Tringali Recycling Driver
6. Items for Decision (Board Action Requested)
- A. Banking
  - B. Disposal of Biosolids from DWSD
  - C. Retirement Incentive
7. Future Business (Communication from Board Members)
8. Adjournment

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

# SOCRRA

Regular Meeting – November 9, 2011

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<b><u>ADMINISTRATIVE REPORTS</u></b>	
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Meeting Adjourned –	12011

SOCRRA  
REGULAR MEETING MINUTES

Wednesday, November 9, 2011 – Lathrup Village Community Center

The meeting was called to order at 9:32 a.m. by Mr. B. A. Photiades, Chair.

<u>Present</u>	<u>Votes</u>	<u>Municipality</u>
*J. Bais-DiSessa	3	Berkley
C. Wilson	3	Beverly Hills
J. Bremer (Alternate)	5	Birmingham
M. Pollock	3	Clawson
B. A. Photiades	5	Ferndal
A. LeCureaux	3	Hazel Park
C. Galed (Alternate)	2	Huntington Woods
M. Baumgarten (Alternate)	1	Lathrup Village
R. Fortura (Alternate)	5	Oak Park
S. W. Ball	1	Pleasant Ridge
G. Rassel	<u>13</u>	Royal Oak
TOTAL:	44	

Absent

T. Richnak, City of Troy (14 votes)

\*J. Bais-DiSessa, from the City of Berkley (3 votes), arrived at 9:37 a.m.

Also Present

J. A. McKeen, General Manager  
K. Bever, Executive Assistant  
R. Davis, General Counsel  
Tom Jones, City of Hazel Park

- 12000 -

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.

- 12001 -

Motion by Mrs. C. Galed supported by Mr. M. Baumgarten:

That the Agenda be approved as submitted.

Yeas: Wilson, Bremer, Pollock, Photiades, LeCureaux, Galed, Baumgarten, Yee, Ball, Rassel (41 votes)

Nays: None

Absent: J. Bias-DiSessa (3 votes), Richnak (14 votes)

**Motion carried.**

- 12002 -

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

Motion by Mrs. C. Galed, supported by Mr. M. Baumgarten:

That the Consent Agenda be approved.

#### **APPROVAL OF MEETING MINUTES – OCTOBER 12, 2011**

That the October 12, 2011 Board Meeting minutes be approved.

#### **APPROVAL OF WARRANTS – NO. RA-707**

That Warrant No. RA-707 in the amount of \$1,565,990.23 be approved and payments authorized.

#### **QUARTERLY LEGAL REPORT – OCTOBER 2011**

That the Quarterly Legal Report which sets forth the current and expected legal work issues in the next quarter be received and filed.

#### **THANKSGIVING, CHRISTMAS & NEW YEAR'S DAY HOLIDAY OPERATIONS**

That the report on Thanksgiving, Christmas & New Year's Day Holiday Operations be received and filed.

#### **REPLACEMENT OF MRF DOOR**

That the replacement of the MRF door be awarded to West Metro Door at a cost of \$13,839.

## INFORMATION REPORTS

That the monthly information reports be received and filed.

### ROLL CALL VOTE

Yeas: Bais-DiSessa, Wilson, Bremer, Pollock, Photiades, LeCureaux, Galed, Baumgarten, Yee, Ball, Rassel (44 votes)  
Nays: None  
Absent: T. Richnak (14 votes)

#### **Motion carried.**

- 12003 -

Motion by Mrs. S.W. Ball, supported by Mr. A. LeCureaux:

That the report on the Solid Waste Ordinance be received and filed.

Yeas: Bais-DiSessa, Wilson, Bremer, Pollock, Photiades, LeCureaux, Galed, Baumgarten, Yee, Ball, Rassel (44 votes)  
Nays: None  
Absent: T. Richnak (14 votes)

#### **Motion carried.**

- 12004 -

Motion by Mrs. J. Bais-DiSessa supported by Mr. A. LeCureaux:

That the report on the Negotiations with Rizzo Regarding SOCRRA's Madison Heights Facility be received and filed.

Yeas: Bais-DiSessa, Wilson, Bremer, Pollock, Photiades, LeCureaux, Galed, Baumgarten, Yee, Ball, Rassel (44 votes)  
Nays: None  
Absent: T. Richnak (14 votes)

#### **Motion carried.**

- 12005 -

Motion by Mr. G. Rassel, Supported by Mrs. C. Galed:

That the report on Disposal of DWSD Biosolids be received and filed.

Yeas: Bais-DiSessa, Wilson, Bremer, Pollock, Photiades, LeCureaux, Galed, Baumgarten, Yee, Ball, Rassel (44 votes)  
Nays: None  
Absent: T. Richnak (14 votes)

#### **Motion carried.**

- 12006 -

Motion by Mrs. S. W. Ball, Supported by Mr. G. Rassel:

That the Audit Report of SOCRRA for the fiscal year ending June 30, 2011, prepared by Plante & Moran, Certified Public Accountants, be received and filed.

Yeas: Bais-DiSessa, Wilson, Bremer, Pollock, Photiades, LeCureaux, Galed, Baumgarten, Yee, Ball, Rassel (44 votes)

Nays: None

Absent: T. Richnak (14 votes)

**Motion carried.**

- 12007 -

Motion by Mrs. C. Galed, Supported by Mr. A. LeCureaux:

That the General Manager be authorized to continue the present health insurance reimbursement program for Medicare eligible retirees and their Medicare eligible spouses up to a maximum of \$118 per individual per month.

Yeas: Bais-DiSessa, Wilson, Bremer, Pollock, Photiades, LeCureaux, Galed, Baumgarten, Yee, Ball, Rassel (44 votes)

Nays: None

Absent: T. Richnak (14 votes)

**Motion carried.**

- 12008 -

Motion by Mr. G. Rassel, Support by Mrs. S. W. Ball:

That the Agreement for metal recycling be awarded to GLE Scrap Metal for a one year period ending November 30, 2012 with up to 3 one year extensions at the same terms and conditions, contingent on GLE Scrap Metal signing the required Access Agreement.

Yeas: Bais-DiSessa, Wilson, Bremer, Pollock, Photiades, LeCureaux, Galed, Baumgarten, Yee, Ball, Rassel (44 votes)

Nays: None

Absent: T. Richnak (14 votes)

**Motion carried.**

- 12009 -

That the report on the Retirement Incentive was tabled.

Yeas: None

Nays: Bais-DiSessa, Wilson, Bremer, Pollock, Photiades, LeCureaux, Galed, Baumgarten, Yee, Ball, Rassel (44 votes)

Absent: T. Richnak (14 votes)

**Motion tabled .**

- 12010 -

Motion by Mr. G. Rassel, Support by Mrs. C. Galed:

That the contract with Project Innovations be approved for a cost not to exceed \$7,500.

Yeas: Bais-DiSessa, Wilson, Bremer, Pollock, Photiades, LeCureaux, Galed, Baumgarten, Yee, Ball, Rassel (44 votes)

Nays: None

Absent: T. Richnak (14 votes)

**Motion carried.**

- 12011 -

Motion by Mr. G. Rassel, Support by Mr. A. LeCureaux:

That the Meeting be adjourned.

Yeas: Bais-DiSessa, Wilson, Bremer, Pollock, Photiades, LeCureaux, Galed, Baumgarten, Yee, Ball, Rassel (44 votes)

Nays: None

Absent: T. Richnak (14 votes)

**Motion carried.**

The Chair ordered the meeting adjourned at 10:43 a.m.

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

Chair

\_\_\_\_\_

Secretary

S O C R R A						
CHECKS FOR THE MONTH OF:						
NOVEMBER 2011						
CHECK		PAYEE	AMOUNT	PURPOSE		
<b>Account: 1009</b>						
060105	CK A350	Airgas Great Lakes	75.23	Maintenance of Equipment TS		
060106	CK B293	Bell Equipment Company	490.62	Maintenance of Equipment TS		
060107	CK C115	CDW Government, Inc.	795.04	Computer Supplies MHTS/TS/MRF		
060108	CK C139	Car Trucking	39,703.56	Collection Contract		
060109	CK D238	Davis Listman PLLC	3,666.30	Legal Services		
060110	CK H775	The Home Depot	172.05	Maintenance of Equipment TS		
060111	CK J257	Jay's Septic Tank Service	180.00	Maintenance of Equipment TS		
060112	CK K714	K & K Maintenance Supply, Inc.	93.00	Maintenance of Equipment MRF		
060113	CK L320	Lock City	10.50	Maintenance of Equipment MHTS		
060114	CK M184	Macomb Wholesale	717.32	Supplies MRF		
060115	CK M252	Mannik & Smith	1,425.00	Gas Monitoring LF Closure		
060116	CK M450	Michigan Cat	1,168.88	Maintenance of Equipment MRF		
060117	CK M520	Mikes Pump Service	144.00	Maintenance of Equipment MHTS		
060118	CK O560	O'Reilly Auto Parts	2.99	Maintenance of Equipment CS		
060119	CK P555	Plante & Moran	2,300.00	Yearly Audit Progress Payment - Final		
060120	CK P812	Propane Services	239.30	Fuel MRF		
060121	CK R600	Rizzo Services	990.00	Cardboard Recycling		
060122	CK R600	Rizzo Services	87,212.87	Collection Contract		
060123	CK R905	The City of Royal Oak	2,165.73	Storm Clean Up		
060124	CK R920	Rose Pest Solutions	85.00	Pest Control		
060125	CK S415	Sentech Skilled Trade Services, Inc.	7,627.12	Temporary MRF Labor		
060126	CK S765	S O C W A	38,438.93	Reimburse SOCWA Payroll		
060127	CK S847	The State of Michigan	61.50	Maintenance of Equipment TS		
060128	CK S865	Sterling Truck Sales	800.00	Maintenance of Equipment TS		
060129	CK T390	Terminal Supply Co.	292.73	Maintenance of Equipment TS		
060130	CK T935	Tringali Sanitation	57,655.57	Collection Contract		
060131	CK T935	Tringali Sanitation	43,230.56	Collection Contract		
060132	CK W120	Grainger	301.95	Maintenance of Equipment MRF		
060133	CK A417	Allied Waste Services	97.99	Maintenance of Rental Property		
060134	CK S415	Sentech Skilled Trade Services, Inc.	6,577.91	Temporary MRF Labor		
060135	CK M181	Macomb County Reimburse Dept	34.88	Employee Court		
060136	CK T290	Teamsters Local #214	718.00	Union Dues		
060137	CK F700	Mary Ford	522.62	Reimburse Petty Cash		
060138	CK T935	Tringali Sanitation	245,903.66	Collection Contract		
060139	CK V325	Veolia ES Solid Waste Midwest, LLC Vc	249,578.73	Hauling and Disposal of Refuse		
060140	CK M181	Macomb County Reimburse Dept	34.88	Employee Court		
060141	CK A160	Accent Wire Products	12,965.07	Baler Wire/Supplies MRF		

<b>S O C R R A</b>					
<b>CHECKS FOR THE MONTH OF:</b>					
<b>NOVEMBER 2011</b>					
<b>CHECK</b>	<b>PAYEE</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
060142	CK A170 Acme Garage Door Co.	425.00	Maintenance of Building MRF		
060143	CK A417 Allied Waste Services	1,202.70	Recycling Dumpsters		
060144	CK A650 Association Benefits Company	17,066.27	Employee Health Insurance		
060145	CK A875 AT&T Advertising & Publishing	58.24	Phone Book Ad		
060146	CK A880 AT & T	130.95	Phone Service		
060147	CK B499 Boones Express	543.75	Compost Delivery		
060148	CK C139 Car Trucking	83,981.46	Collection Contract		
060149	CK C139 Car Trucking	1,278.90	Hauling Leaves from Birmingham		
060150	CK C139 Car Trucking	1,152.00	Hauling Leaves from Birmingham		
060151	CK C139 Car Trucking	2,018.06	Hauling Leaves from Ferndale		
060152	CK C139 Car Trucking	2,018.06	Hauling Leaves from Ferndale		
060153	CK C139 Car Trucking	1,032.50	Recycling Collection		
060154	CK C211 Certified Laboratories	345.15	Maintenance of Equipment CS		
060155	CK C760 Consumers Energy	998.25	Gas Service		
060156	CK C771 Contractors Connection	83.60	Maintenance of Equipment CS		
060157	CK C790 Cox & Winfree Tire Inc	20.30	Maintenance of Equipment MRF		
060158	CK D218 D P Brown of Detroit Inc	321.24	Maintenance of Equipment MRF		
060159	CK D257 Delecke Welding, Inc.	2,936.00	Maintenance of Equipment CS		
060160	CK D290 Detroit Edison	119.59	Electric Service		
060161	CK E488 The Environmental Quality Co.	18,377.05	Hazardous Household Waste Program		
060162	CK E491 Environmental Woods Solutions	2,920.00	Wood Recycling		
060163	CK E950 Ezell Supply Corporation	101.58	Janitorial Supplies MRF		
060164	CK F190 Fairbanks Scale	2,088.99	Maintenance of Equipment MHTS/TS/MRF		
060165	CK G225 Gary L. Smith, Inc.	250.00	Maintenance of Building MRF - Back Flow Test		
060166	CK G485 Golden Refrigeration	439.00	Freon Recovery		
060167	CK H130 H.W. Wilson Engineering	2,100.00	Engineering Services - LF Closure		
060168	CK H775 The Home Depot	655.31	Maintenance of Equipment MRF		
060169	CK H780 Home Door & Window	139.00	Maintenance of Rental Property		
060170	CK J129 J.H. Hart Urban Forestry	25,028.00	Brush Chipping		
060171	CK J140 J & J Ace Hardware	25.73	Maintenance of Equipment CS		
060172	CK K708 Kirk, Huth & Lange PLC	119.53	Legal Services		
060173	CK K735 Koerber Construction	600.00	Hauling at CS		
060174	CK L925 Lyden Oil Company	1,769.94	Maintenance of Equipment MRF		
060175	CK M190 The City of Madison Heights	10,943.75	Host Community Fee		
060176	CK M414 Metz Hydraulics	2,359.28	Maintenance of Equipment MRF		
060177	CK M450 Michigan Cat	517.17	Maintenance of Equipment CS		
060178	CK M505 Michigan Recycling Coalition	150.00	Meeting Registration		
060179	CK N320 National Ladder & Scaffold	28.57	Maintenance of Building MHTS		

<b>S O C R R A</b>					
<b>CHECKS FOR THE MONTH OF:</b>					
<b>NOVEMBER 2011</b>					
<b>CHECK</b>	<b>PAYEE</b>	<b>AMOUNT</b>	<b>PURPOSE</b>		
060180	CK O300 Office Depot	7.18	Office Supplies		
060181	CK O560 O'Reilly Auto Parts	23.91	Maintenance of Equipment		
060182	CK P725 Employee Medical Reimbursement	796.06	Employee Medical Reimbursement		
060183	CK P812 Propane Services	201.94	Fuel MRF		
060184	CK R325 Rehrig Pacific Co.	10,956.75	Recycling Bins		
060185	CK R400 Resource Recycling	3,120.00	Recycling Consulting		
060186	CK R600 Rizzo Services	87,000.00	Collection Contract		
060187	CK R600 Rizzo Services	962.50	Cardboard Recycling		
060188	CK R600 Rizzo Services	962.50	Cardboard Recycling		
060189	CK R600 Rizzo Services	150.00	Recycling Collection		
060190	CK R600 Rizzo Services	935.00	Cardboard Recycling		
060191	CK R650 RKA Petroleum Cos., Inc.	19,147.06	Fuel TS/MHTS/CS		
060192	CK R920 Rose Pest Solutions	85.00	Pest Control TS		
060193	CK S415 Sentech Skilled Trade Services, Inc.	7,315.74	Temporary MRF Labor		
060194	CK S761 Smoracy, LLC	1,500.07	Maintenance of Equipment CS		
060195	CK S765 S O C W A	8,565.12	Reimburse SOCWA Payroll		
060196	CK S765 S O C W A	1,581.62	Reimburse SOCWA Payroll		
060197	CK T935 Tringali Sanitation	150.00	Roll Off Rental		
060198	CK T935 Tringali Sanitation	1,100.00	Recycling Collection		
060199	CK T935 Tringali Sanitation	880.00	Recycling Collection		
060200	CK T935 Tringali Sanitation	1,100.00	Recycling Collection		
060201	CK T935 Tringali Sanitation	880.00	Recycling Collection		
060202	CK T935 Tringali Sanitation	880.00	Recycling Collection		
060203	CK T935 Tringali Sanitation	880.00	Recycling Collection		
060204	CK T935 Tringali Sanitation	1,100.00	Recycling Collection		
060205	CK T935 Tringali Sanitation	880.00	Recycling Collection		
060206	CK T935 Tringali Sanitation	3,080.00	Recycling Collection		
060207	CK T935 Tringali Sanitation	3,410.00	Recycling Collection		
060208	CK T935 Tringali Sanitation	3,520.00	Recycling Collection		
060209	CK T935 Tringali Sanitation	3,300.00	Recycling Collection		
060210	CK T935 Tringali Sanitation	880.00	Recycling Collection		
060211	CK T935 Tringali Sanitation	1,100.00	Recycling Collection		
060212	CK T935 Tringali Sanitation	880.00	Recycling Collection		
060213	CK T935 Tringali Sanitation	880.00	Recycling Collection		
060214	CK T935 Tringali Sanitation	4,180.00	Recycling Collection		
060215	CK T935 Tringali Sanitation	4,235.00	Recycling Collection		
060216	CK T935 Tringali Sanitation	5,500.00	Recycling Collection		
060217	CK T935 Tringali Sanitation	4,400.00	Recycling Collection		

<b>S O C R R A</b>					
<b>CHECKS FOR THE MONTH OF:</b>					
<b>NOVEMBER 2011</b>					
<b>CHECK</b>	<b>PAYEE</b>	<b>AMOUNT</b>	<b>PURPOSE</b>		
060218	CK V192 Van Horn Truck Parts	94.58	Maintenance of Equipment CS		
060219	CK W120 Grainger	127.04	Maintenance of Equipment CS		
060220	CK M462 Michigan First Credit Union	208.22	Computer Supplies TS		
060221	CK M505 Michigan Recycling Coalition	75.00	Meeting Registration		
060222	CK M181 Macomb County Reimburse Dept	34.88	Employee Court		
060223	CK T290 Teamsters Local #214	718.00	Union Dues		
060224	CK A350 Airgas Great Lakes	218.11	Maintenance of Equipment CS/Supplies TS		
060225	CK A395 Ajax Trailers, Inc.	279.21	Maintenance of Equipment MRF		
060226	CK A880 AT & T	65.63	Phone Service		
060227	CK B499 Boones Express	132.00	Compost Delivery		
060228	CK C115 CDW Government, Inc.	282.00	Computer Supplies MRF		
060229	CK C139 Car Trucking	94,181.03	Collection Contract		
060230	CK C139 Car Trucking	5,624.27	Hauling Leaves from Ferndale		
060231	CK C139 Car Trucking	3,420.00	Hauling Leaves from Birmingham		
060232	CK C139 Car Trucking	1,770.00	Hauling Wood Chips		
060233	CK C760 Consumers Energy	178.79	Gas Service		
060234	CK C770 Contractors Clothing Co	4,176.17	Supplies TS		
060235	CK C771 Contractors Connection	58.10	Maintenance of Equipment CS		
060236	CK D218 D P Brown of Detroit Inc	1,357.21	Maintenance of Equipment MRF		
060237	CK D257 Delecke Welding, Inc.	467.50	Maintenance of Equipment CS		
060238	CK D290 Detroit Edison	164.56	Electric Service		
060239	CK D291 Detroit Edison	3,211.16	Electric Service		
060240	CK D850 Durst Lumber Company	58.32	Maintenance of Rental Property		
060241	CK E491 Environmental Woods Solutions	1,134.00	Wood Recycling		
060242	CK F320 FEDEX	102.25	Package Delivery from CS		
060243	CK G480 Glass Recyclers Inc	1,523.09	Recycling Mixed Glass		
060244	CK G775 Great Lakes Recycling	202.35	Recycling Mixed Plastic		
060245	CK G800 Guardian Alarm	225.00	Fire Alarm - MRF		
060246	CK H775 The Home Depot	668.27	Maintenance of Rental Property		
060247	CK H830 Retiree Healthcare Reimbursement	109.00	Retiree Healthcare Reimbursement		
060248	CK J130 J & H Hydraulic Company	84.90	Maintenance of Equipment TS		
060249	CK J140 J & J Ace Hardware	24.66	Maintenance of Rental Property		
060250	CK J257 Jay's Septic Tank Service	180.00	Maintenance of Equipment TS		
060251	CK J675 John R. Spring & Tire Center	169.13	Maintenance of Equipment TS		
060252	CK K525 Kansas State Bank	6,508.39	Loader Progress Payment		
060253	CK K714 K & K Maintenance Supply, Inc.	374.90	Supplies Cs/MRF		
060254	CK L124 L&W Maintenance, Inc.	200.00	Maintenance of Property & Grounds CS		
060255	CK L250 LEBCO Inc	393.10	Maintenance of Equipment TS		





SOCRRRA												
TONNAGE ANALYSIS												
<u>NOVEMBER</u>												
	MSW			Compost			Recyclables			Total		
	2009	2010	2011	2009	2010	2011	2009	2010	2011	2009	2010	2011
Municipality												
Berkley	452.25	449.76	481.50	197.18	790.04	1,028.91	88.36	91.54	100.34	737.79	1,331.34	1,610.75
Beverly Hills	367.80	415.23	343.58	344.98	386.58	322.91	101.48	115.18	104.02	814.26	916.99	770.51
Birmingham	732.87	750.55	902.87	3,103.66	1,681.94	1,491.98	143.61	156.86	176.21	3,980.14	2,589.35	2,571.06
Clawson	359.52	339.08	433.29	647.59	616.05	671.01	53.75	58.35	77.11	1,060.86	1,013.48	1,181.41
Ferndale	811.82	848.47	886.72	1,222.17	809.46	835.87	98.63	106.25	112.04	2,132.62	1,764.18	1,834.63
Hazel Park	631.25	629.08	546.24	673.53	512.64	302.47	46.20	48.47	41.91	1,350.98	1,190.19	890.62
Huntington Woods	162.85	210.18	202.25	1,006.37	640.64	623.95	64.27	86.29	98.39	1,233.49	937.11	924.59
Lathrup Village	135.37	132.08	135.93	45.00	425.90	412.00	18.75	21.96	17.53	199.12	579.94	565.46
Oak Park	667.56	698.10	726.94	1,683.62	1,105.70	1,063.10	61.00	54.09	64.69	2,412.18	1,857.89	1,854.73
Pleasant Ridge	78.08	79.63	82.42	881.98	374.96	372.04	23.33	28.06	20.67	983.39	482.65	475.13
Royal Oak	1,939.57	1,931.39	1,975.23	5,226.21	3,710.76	4,761.41	307.64	356.20	357.90	7,473.42	5,998.35	7,094.54
Troy	2,258.90	2,385.54	2,493.94	3,389.40	2,374.25	2,155.25	370.79	420.03	432.25	6,019.09	5,179.82	5,081.44
	8,597.84	8,869.09	9,210.91	18,421.69	13,428.92	14,040.90	1,377.81	1,543.28	1,603.06	28,397.34	23,841.29	24,854.87
Other Customers	1,417.99	4,447.95	2,140.40	303.85	180.10	290.55	324.05	172.98	50.97	2,045.89	4,801.03	2,481.92
Authority	10,015.83	13,317.04	11,351.31	18,725.54	13,609.02	14,331.45	1,701.86	1,716.26	1,654.03	30,443.23	28,642.32	27,336.79

**SOCRRA**

<b>TONNAGE PERCENTAGES</b>			
<b>NOVEMBER 2011</b>			
	<b>MSW</b>	<b>Compost</b>	<b>Recyclables</b>
	Percentage of City's Total Waste Stream	Percentage of City's Total Waste Stream	Percentage of City's Total Waste Stream
<u>Municipality</u>			
Berkley	30%	64%	6%
Beverly Hills	45%	42%	13%
Birmingham	35%	58%	7%
Clawson	37%	57%	6%
Ferndale	48%	46%	6%
Hazel Park	61%	34%	5%
Huntington Woods	22%	67%	11%
Lathrup Village	24%	73%	3%
Oak Park	39%	57%	4%
Pleasant Ridge	17%	78%	5%
Royal Oak	27%	68%	5%
Troy	49%	42%	9%

**S O C R R A**  
**BUDGET ANALYSIS**  
**November-11**

<u>REVENUES</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCES</u>
MUNICIPAL SOLID WASTE MEMBERS	\$1,349,310.00	\$1,362,612.37	\$13,302.37
MUNICIPAL SOLID WASTE OTHERS	50,000.00	88,147.56	38,147.56
YARD WASTE OTHERS	0.00	19,064.80	19,064.80
	<u>\$1,399,310.00</u>	<u>\$1,469,824.73</u>	<u>\$70,514.73</u>

**SALE OF RECYCLABLE MATERIALS**

PAPER	\$95,000.00	\$83,774.04	(\$11,225.96)
PLASTIC	36,000.00	58,645.97	22,645.97
CARDBOARD	23,000.00	41,221.80	18,221.80
TIN CANS	10,000.00	10,207.56	207.56
SCRAP METAL	7,700.00	5,617.75	(2,082.25)
NON-FERROUS METAL	1,500.00	1,746.16	246.16
GLASS	1,000.00	310.75	(689.25)
ELECTRONICS	500.00	0.00	(500.00)
BATTERIES	400.00	0.00	(400.00)
	<u>\$175,100.00</u>	<u>\$201,524.03</u>	<u>\$26,424.03</u>

**OTHER INCOME**

COMPOST SALES	\$3,000.00	\$35,503.00	\$32,503.00
INTEREST ON INVESTMENTS	1,250.00	4,162.02	2,912.02
RENTAL OF HOMES	8,000.00	6,450.00	(1,550.00)
GRANTS	800.00	0.00	(800.00)
MISC INCOME	2,000.00	851.00	(1,149.00)
	<u>\$15,050.00</u>	<u>\$46,966.02</u>	<u>\$31,916.02</u>

**TOTAL REVENUES**

<u>\$1,589,460.00</u>	<u>\$1,718,314.78</u>	<u>\$128,854.78</u>
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<u>EXPENSES</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCES</u>
MADISON HEIGHTS FACILITY	\$43,616.00	\$25,399.60	(\$18,216.40)
TROY TRANSFER FACILITY	244,424.00	303,368.37	58,944.37
MATERIAL RECOVERY FACILITY	67,217.00	130,396.72	63,179.72
HOUSEHOLD HAZARDOUS WASTE	16,125.00	24,319.51	8,194.51
COMPOST FACILITY	32,135.00	52,427.82	20,292.82
ADMINISTRATIVE & GENERAL	100,971.00	99,000.32	(1,970.68)
COLLECTION CONTRACT EXPENSES	1,003,000.00	1,082,355.61	79,355.61
	<u>\$1,507,488.00</u>	<u>\$1,717,267.95</u>	<u>\$209,779.95</u>
<b>REVENUES OVER EXPENSES</b>	<u>\$81,972.00</u>	<u>\$1,046.83</u>	<u>(\$80,925.17)</u>

**S O C R R A**  
**BUDGET ANALYSIS**  
**JULY 1, 2010 THROUGH NOVEMBER 30, 2011**

<u>REVENUES</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCES</u>
MUNICIPAL SOLID WASTE MEMBERS	\$6,746,550.00	\$6,809,037.47	\$62,487.47
MUNICIPAL SOLID WASTE OTHERS	320,000.00	508,994.65	188,994.65
YARD WASTE OTHERS	40,000.00	40,748.40	748.40
	<hr/>	<hr/>	<hr/>
	\$7,106,550.00	\$7,358,780.52	\$252,230.52
 <b>SALE OF RECYCLABLE MATERIALS</b>			
PAPER	\$377,000.00	\$345,091.37	(\$31,908.63)
PLASTIC	161,000.00	178,601.89	17,601.89
CARDBOARD	92,000.00	180,211.30	88,211.30
TIN CANS	44,000.00	41,751.64	(2,248.36)
SCRAP METAL	30,800.00	22,965.56	(7,834.44)
NON-FERROUS METAL	4,500.00	6,781.78	2,281.78
GLASS	3,200.00	2,520.25	(679.75)
ELECTRONICS	2,000.00	2,361.44	361.44
BATTERIES	1,600.00	0.00	(1,600.00)
	<hr/>	<hr/>	<hr/>
	\$716,100.00	\$780,285.23	\$64,185.23
 <b>OTHER INCOME</b>			
COMPOST SALES	\$21,000.00	\$78,737.00	\$57,737.00
INTEREST ON INVESTMENTS	6,250.00	7,659.90	1,409.90
RENTAL OF HOMES	40,000.00	27,680.00	(12,320.00)
GRANTS	3,900.00	0.00	(3,900.00)
MISC INCOME	10,000.00	8,866.76	(1,133.24)
	<hr/>	<hr/>	<hr/>
	\$81,150.00	\$122,943.66	\$41,793.66
 <b>TOTAL REVENUES</b>			
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
	\$7,903,800.00	\$8,262,009.41	\$358,209.41
 <b>EXPENSES</b>			
MADISON HEIGHTS FACILITY	\$64,341.00	\$27,353.27	(\$36,987.73)
TROY TRANSFER FACILITY	807,992.00	934,721.59	126,729.59
MATERIAL RECOVERY FACILITY	397,953.00	412,492.12	14,539.12
HOUSEHOLD HAZARDOUS WASTE	70,360.00	85,935.56	15,575.56
COMPOST FACILITY	159,287.00	216,645.91	57,358.91
ADMINISTRATIVE & GENERAL	570,105.00	413,853.83	(156,251.17)
COLLECTION CONTRACT EXPENSES	3,759,000.00	3,743,521.31	(15,478.69)
COLLECTION & DISPOSAL FEES IN TRANSIT	1,642,000.00	1,993,294.68	351,294.68
	<hr/>	<hr/>	<hr/>
	\$7,471,038.00	\$7,827,818.27	\$356,780.27
 <b>REVENUES OVER EXPENSES</b>			
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
	\$432,762.00	\$434,191.14	\$1,429.14

## SOCRRA

### FINANCIAL STATUS SUMMARY

November 2010 - November 2011

<u>Date</u>	<u>Unrestricted Cash</u>	<u>Working Capital</u>	<u>% of Goal</u>
11/30/2010	1,304,074	1,074,773	81.2%
12/29/2010	634,514	1,033,601	78.1%
1/25/2011	956,766	1,043,902	78.9%
2/23/2011	1,263,966	1,186,792	89.7%
3/25/2011	1,495,986	1,400,623	105.8%
4/29/2011	1,539,934	1,653,418	129.9%
5/29/2011	1,763,595	1,756,897	132.7%
6/30/2011	2,138,532	1,711,437	128.3%
7/27/2011	1,661,834	1,800,303	127.3%
8/26/2011	1,932,626	1,779,885	125.8%
9/29/2011	1,824,536	1,885,076	133.3%
10/28/2011	2,003,904	1,908,714	135.0%
11/30/2011	1,845,010	1,907,300	134.9%

**COMPOST PRODUCED & DELIVERED**  
*October 1, 2011 to November 26, 2011*

<b>Community</b>	<b>Finished Compost Received (cu. yds.)</b>	<b>Estimated Value</b>
Berkley	60	\$420
Beverly Hills	0	\$0
Birmingham	60	\$420
Clawson	0	\$0
Ferndale	0	\$0
Hazel Park	0	\$0
Huntington Woods	12	\$84
Lathrup Village	0	\$0
Oak Park	60	\$420
Pleasant Ridge	0	\$0
Royal Oak	120	\$840
Troy	<u>240</u>	<u>\$1,680</u>
	552	\$3,864
SOCRRA activities	0	\$0
Rochester Hills residents	30	\$120
Cash Customers	3,313	\$13,252
Account Customers	10,412	\$41,648
Donations	20	\$80
<b>TOTAL YARDS</b>	<b>14,327</b>	

December 7, 2011

Board of Trustees  
SOCRRA

Subject: Negotiations with Rizzo Regarding SOCRRA's Madison Heights Facility

Board Members:

Following the November Board meeting, Mr. Davis and I prepared a draft letter to Madison Heights regarding the preemption of local zoning. Following feedback from the Board, this draft letter was modified and sent to Jon Austin at Madison Heights. A copy of this letter is attached to this report. I am working with Madison Heights and Messrs. Davis and Photiades to set up a meeting to discuss this letter. The results of this meeting will be reviewed with the Board at the January Board meeting. We have had no further discussions with Rizzo Services since the November Board meeting.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the report on the Negotiations with Rizzo Regarding SOCRRA's Madison Heights Facility be received and filed."



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

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November 18, 2011

Mr. Jon R. Austin  
City Manager  
City of Madison Heights  
300 West Thirteen Mile Road  
Madison Heights, MI 48071

Dear Jon,

As you are aware, SOCRRA is developing plans to modernize our Madison Heights Transfer Station. In concept, these plans include the demolition of obsolete facilities, including the stacks, and updating the facility as a solid waste transfer station that would include a recycling processing center. SOCRRA wishes to meet with the City of Madison Heights, and its designated representatives, to discuss the update of our facility. SOCRRA is optimistic that SOCRRA and the City of Madison Heights can work together toward an updated facility that provides solid waste management and recycling opportunities for the area as a whole, including Madison Heights.

While I am optimistic that SOCRRA and the City of Madison Heights will be able to work together to update our facility, SOCRRA believes that we have certain rights under state law. The attached information from SOCRRA's General Counsel, Robert Davis, outlines SOCRRA's rights under state law. Mr. Davis will be glad to review this information with your legal counsel at or before a meeting between SOCRRA and the City of Madison Heights.

SOCRRA is interested in meeting with the City of Madison Heights to establish a cooperative approach to this update process and to allow the City to have input on that process. I will be contacting you during the week of November 28 to schedule a meeting. I look forward to working with you to develop a plan to update SOCRRA's Madison Heights facility.

Very truly yours,

Jeffrey A. McKeen, P.E.  
General Manager

December 8, 2011

Board of Trustees  
SOCRRA

Subject: Recycling Bin Blitz VII – November 2011

Board Members:

At the September Board Meeting, member communities agreed to sell recycling bins at a price of \$6 per bin or less, for the month of November. The General Manager was authorized to reimburse the member communities \$3 for every recycling bin sold during November and the member communities agreed to reimburse SOCRRA \$3 for every bin sold by SOCRRA at the MRF to residents of their communities during November.

All of the member cities sold the bins, with the exception of Clawson and Huntington Woods, who gave the bins away for free. SOCRRA also sold bins all month long at the MRF.

Attached is a tally of the 651 bins that were distributed to residents during the month of November 2011. (Please note that Troy was the top seller with 148 distributed!) The total for the Bin Blitz in November 2011 was 651 bins, while the April 2011 tally was 913 bins.

If these 651 new recycling bins are used to recycle the SOCRRA community average of 25 lbs/household/month, we will have increased our recycling by 98 tons per year.

We will be reviewing the results of the Bin Blitz with the Recycling Committee at their December meeting. It is recommended that this report be received and filed.

Submitted by:

---

Karen Bever  
Education Director

Approved by:

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Jeffrey A. McKeen  
General Manager

KB

Attach.

Suggested Resolution: “That the report on the Recycling Bin Blitz VII – November 2011 be received and filed.”

RECYCLING BIN BLITZ – NOVEMBER 2011

City	Bins Sold in City	Bins Sold at MRF	Total
Berkley	45	9	54
Beverly Hills	36	0	36
Birmingham	96	4	100
Clawson	14	6	20
Ferndale	64	3	67
Hazel Park	93	0	93
Huntington Woods	0	0	0
Lathrup Village	9	0	9
Oak Park	8	1	9
Pleasant Ridge	11	0	11
Royal Oak	70	34	104
Troy	<u>115</u>	<u>33</u>	<u>148</u>
	561	90	651

December 5, 2011

Board of Trustees  
SOCRRA

Subject: Recycling Education

Board Members:

America Recycles 2011 is a time set aside each year to promote the benefits of recycling and buying recycled content products. All across America, from September through November, communities, businesses, governments and service organizations organize activities to educate and encourage increased participation in recycling and waste reduction programs.

America Recycles 2011 Tours

At SOCRRA, free half-hour tours of the Material Recovery Facility (MRF), were held as follows:

- Monday, Nov 14 – 3:00, 4:15, 5:00 p.m.
- Tuesday, Wednesday & Thursday, Nov 15, 16 & 17 – 4:00, 4:45 and 5:30 p.m.
- Saturday, Nov 20 – 10:00, 10:45 & 11:30 a.m.

SOCRRA also held regular tours during the day for groups who were unable to come in the evening or on that Saturday. By making tours available to groups during the day for America Recycles Day, we increased the amount of people who visited the SOCRRA MRF during that week. In November of 2010 we had approximately 240 people who visited the MRF, and this year we had approximately 334 people. All of the groups viewed displays in the Education Center on what and how to recycle, followed by a tour of the MRF, both inside (showing the sorting and baling process) and outside (showing the SOCRRA Recycling Drop-off Center and the household waste and electronics collection area). Claire Galed (Huntington Woods), Pam Brady (Troy) and Anna Collinson (RRS) were a tremendous help with all aspects of the tours.

SOCRRA gave away two paper shredders to adults and two Target gift cards to children, randomly selected from visitors who filled out a pledge card, vowing to step up their recycling efforts.

This report is submitted for the Board's information and should be received and filed.

Submitted by:

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Karen Bever  
Education Director

Approved by:

---

Jeffrey A. McKeen, P.E.  
General Manager

kb

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

December 7, 2011

Board of Trustees  
SOCRRA

Subject: Revisions to Articles of Incorporation

Board Members:

SOCRRA's current Articles of Incorporation were adopted in February of 1976. Mr. Davis and I have begun preparing draft Articles of Incorporation. We are including the following revisions:

1. Change the official name of the organization.
2. Eliminate the requirement for holding the annual meetings during the afternoon of the third Wednesday in July.
3. Include the language regarding dissolution of SOCRRA and withdrawal from SOCRRA required to make as a result of 202 PA 598 (which was Senate Bill 3) when we modify our Articles.
4. Addressing the voting provision.
5. Making several other minor editorial changes.

Modifying the Articles of Incorporation requires both a majority vote of the Board and the approving vote of the legislative body of each member community.

Mr. Davis and I are proposing to review draft Articles with the Board subcommittee consisting of Jane Bais-DiSessa (Berkley), Byron Photiades (Ferndale) and Tim Richnak (Troy) that was named to work on this issue. The individuals were selected to represent small, medium and large communities, respectively. The revised Articles will be brought back to the Board for review.

Respectfully submitted,

---

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the report on Revisions to Articles of Incorporation be received and filed."

December 7, 2011

Board of Trustees  
SOCRRA

Subject: Performance Issue-Tringali Recycling Driver

Board Members:

At the request of Mr. LeCureaux, we will be showing a video at the December Board meeting of the performance of a Tringali recycling driver taken by a resident of Hazel Park. Hazel Park personnel immediately reviewed this video with Bob Zee of Tringali. Bob immediately fired the employee. Bob is also using this video in a training program with the rest of his recycling truck drivers. I believe that Tringali has taken the appropriate action with this employee and that no further action is required.

Respectfully submitted,

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Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the report on Performance Issue-Tringali Recycling Driver be received and filed."

December 5, 2011

Board of Trustees  
SOCRRA

Subject: Banking

Board Members:

SOCRRA currently has the following banking relationships, which have been previously approved by the Board:

1. Flagstar Bank is used for our primary checking accounts and for cash that is not required for immediate needs. As of November 30, 2011, we had approximately \$1,500,000 on deposit with Flagstar, of which only \$500,000 was FDIC insured.
2. Michigan First Credit Union is used to deposit up to \$500,000 in a savings account, which is insured up to \$500,000.
3. PNC Bank will be used to deposit up to \$500,000, which is fully insured by the FDIC.
4. Comerica is used to deposit up to \$250,000, which is fully insured by the FDIC.
5. Ambassador Capital Management and Dreyfus Government Cash Management, which have been approved by the Board, do not currently hold any SOCRRA funds due to the low interest rates being paid by these two funds.

In order to improve the level of deposit insurance, I am asking for Board approval to invest up to \$1.5 million in a CDARS program at Flagstar.

CDARS (Certificate of Deposit Account Registry Service) is a way of obtaining full FDIC insurance protection for amounts greater than the current FDIC coverage limits. Under the CDARS program, we would deposit funds with Flagstar, which breaks that amount down into smaller amounts, which are under the current FDIC coverage limits, and then deposits those into CDs at other banks that are members of the CDARS network. The result is a series of CDs, all of which are fully FDIC insured, that earn competitive interest rates and is reported on one statement from Flagstar. The CDs can be structured so that they expire on a periodic basis in order to provide some liquidity while we obtain the higher interest rates typically paid on longer term CDs. Berkley, Royal Oak, Southfield and Troy currently have funds on deposit in CDARS accounts through Flagstar. SOCWA also has bond reserve funds and operating funds, which total about \$2,000,000, in a CDARS program at Flagstar.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the Board approve depositing up to \$1.5 million in a CDARS program through Flagstar Bank."

December 6, 2011

Board of Trustees  
SOCRRA

Subject: Disposal of Biosolids from DWSD

Board Members:

Mr. Davis and I met with representatives of DWSD's waste water treatment plant to discuss the potential disposal of the solids that are generated as one of the outputs of the sewage treatment process. Disposal of these solids is the primary reason why DWSD has pending compliance issues with the MDEQ. DWSD is currently disposing of these solids by using landfilling, incineration and land application, in which these materials are plowed into fallow farm fields and used to enrich the soil with MDEQ review and approval. DWSD is looking for other lawful and viable disposal methods, especially methods that can be used when land application is not available due to weather constraints, including the entire winter season.

We are proposing to accept a limited amount of these solids at the Troy Transfer Station to be mixed with our existing refuse tonnage before being transported to Veolia's Arbor Hills landfill for disposal. This service would be covered by the attached proposed inter-local agreement between SOCRRA and DWSD. This agreement was developed by Mr. Davis and has not yet been reviewed with DWSD. If the attached agreement is acceptable to the Board, we will provide the agreement to DWSD for their review. In addition, we would accept a few loads of material from DWSD in order to test our ability to handle this material and to make sure that the combined material is acceptable to Veolia.

I am recommending that the attached inter-local agreement between SOCRRA and DWSD be approved by the Board. If DWSD proposed any substantive changes to this agreement, the revised agreement will be returned to the Board for review.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the attached inter-local agreement between SOCRRA and DWSD is approved."

## INTERLOCAL AGREEMENT FOR MANAGEMENT OF SOLIDS

This Agreement, made this \_\_\_ day of January, 2012, between Southeastern Oakland County Resource Recovery Authority ("SOCRRA"), located at 3910 W. Webster Road, Royal Oak, Michigan 48073 and Detroit Water and Sewer Department ("DWSD"), located at 735 Randolph, Detroit, Michigan 48226, and states the following:

WHEREAS, this Agreement is made, in part, pursuant to and in the spirit of the Urban Cooperation Act of 1967, being MCL 124.501 et seq.; and

WHEREAS, SOCRRA is authorized, under MCL 123.501 et seq., to enter into and carry-out the provisions of this Agreement; and

WHEREAS, DWSD is authorized, as a division of the City of Detroit, to enter into and carry-out the provisions of this Agreement; and

WHEREAS, SOCRRA has the requisite facilities, know-how and operating experience to manage solids for lawful disposal as such solids are currently generated for disposal by DWSD ("Solids"); and

WHEREAS, DWSD, by its operations, generates certain Solids which require lawful disposal and/or management as a "solid waste" under Michigan law; and

WHEREAS, SOCRRA and DWSD have met, and desire to work together under the terms and conditions of this Agreement whereby SOCRRA will receive for lawful management Solids generated by DWSD; and

WHEREAS, SOCRRA and DWSD have worked together as necessary to test the Solids for delivery and management at the SOCRRA Troy Facility and each has independently confirmed that the management of the Solids at the SOCRRA Troy Facility is lawful and consistent with the permits and the operating capabilities of the Troy Facility.

NOW, THEREFORE, SOCRRA and DWSD do hereby agree as follows, with party acknowledging and accepting adequate consideration herein.

1. **Term.** This Agreement shall commence on the \_\_\_ day of January 2012 and shall continue until either SOCRRA or DWSD terminates the Agreement with 30 days written notice and with no cause required for termination. This Agreement may be terminated immediately by either party if local, state or federal regulations or directives prohibit the delivery of the Solids to the Troy Facility, the Solids become the subject of local odor complaints or the landfill refuses to accept the Solids for disposal.

2. **Solids Delivery.** DWSD shall be allowed to deliver to the SOCRRA Troy Transfer Station up to 120 tons of Solids per day, Monday through Friday, from the DWSD operations in Detroit, Michigan. Any such deliveries of Solids shall be between the hours of 8:00 a.m. and 5:00 p.m. and at no other days or times unless expressly authorized in advance by SOCRRA in writing.
3. **Minimum Tonnages.** DWSD agrees to deliver a minimum of 1,000 tons of Solids to the Troy Facility per month throughout the term of this Agreement and DWSD acknowledges that the Tonnage minimum per month minimum is directly related to and supports the price per ton in paragraph 4 below.
4. **Price Per Ton.** Subject to paragraph 3 above, the price per ton for the delivery of Solids under this Agreement shall be \$26.00/ton.
5. **Compliance.** DWSD agrees that any delivery of Solids from DWSD to SOCRRA at the Troy Facility under this Agreement shall be consistent with the applicable laws and regulations governing solid wastes in Michigan. DWSD agrees that it shall not deliver any Solids which are, or could be categorized as, hazardous substances or hazardous waste under Michigan law.

SOCRRA agrees that it shall receive and manage for disposal any Solids properly received from DWSD under the terms of this Agreement and shall do so in compliance with all applicable laws and regulations governing the storage and disposal of solid waste in Michigan.

6. **Invoicing.** SOCRRA will invoice DWSD on the 1<sup>st</sup> day of each month and payment from DWSD to SOCRRA is due within 30 days of each invoice.
7. **Exhibits A and B.** Exhibit A, incorporated by reference herein, is data indicating the composition of the Solids subject to this Agreement. DWSD agrees to provide SOCRRA with any testing or analysis of the Solids conducted by DWSD during the term of this Agreement. Exhibit B is a description of SOCRRA's Troy Transfer Station and a copy of the facilities current permit. SOCRRA agrees to provide DWSD with a copy of any changes or modifications to the documents at Exhibit B.
8. **Indemnity and Hold Harmless.** SOCRRA reserves the right to reject for disposal any Solids which do not meet the legal definition of solid waste under Michigan law.

DWSD agrees to indemnify and hold SOCRRA harmless from and against any claims, suits, demands, administrative orders or any other obligations ("claims") arising out of or related to the delivery of Solids to the Troy Facility. This includes claims asserted because the Solids are contaminated with any hazardous substances rendering the Solids not suitable or lawful for management as solid waste under the applicable Michigan laws and regulations. This includes the costs of reasonable attorney fees and experts.

SOCRRA agrees to indemnify and hold DWSD harmless from and against any claims, suits, administrative orders or any other obligations arising solely out of or relating to SOCRRA's management of the Solids governed by this Agreement.

9. **Insurance Coverage.** DWSD shall not commence work under this Agreement or on SOCRRA property until DWSD has received proof of the insurance coverages required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to SOCRRA. This insurance coverage provision applies to any truck, vehicle and person delivering Solids to the SOCRRA Troy Facility under the terms of this Agreement.

Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that: "the following shall be Additional Insureds. SOCRRA, all elected and appointed officials of this constituent organization, all employees

and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.”

Workers’ Compensation Insurance, Commercial General Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: SOCRRA General Manager, 3910 W. Webster Road, Royal Oak, MI 48073.”

DWSD shall provide SOCRRA with the following certificates and policies, at the time copies of the executed Agreement are returned:

- a. One (1) copy of Certificate of Insurance for Workers’ Compensation Insurance;
- b. One(1) copy of Certificate of Insurance for Commercial General Liability Insurance;
- c. One (1) copy of Certificate of Insurance for Vehicle Liability Insurance;
- d. If so requested, Certified Copies of all policies mentioned above will be furnished.

If any of the above coverages expire during the term of this Agreement, DWSD shall deliver renewal certificates and/or policies to SOCRRA at least ten (10) days prior to the expiration date.

10. SOCRRA and DWSD, and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this Agreement.
11. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than SOCRRA and DWSD. Nothing herein shall create or be construed to create any employment relationship between SOCRRA and DWSD.
12. This Agreement may only be amended, supplemented, modified or canceled by a duly executed, written instrument.
13. This Agreement shall be construed in accordance with Michigan law and shall be deemed to be mutually drafted.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of this \_\_\_\_ day of January, 2012.

**SOUTHEASTERN OAKLAND COUNTY  
RESOURCE RECOVERY AUTHORITY  
(SOCRRA)**

**DETROIT WATER AND SEWER  
DEPARTMENT (DWSD)**

By: \_\_\_\_\_  
Jeffrey A. McKeen  
General Manager

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

December 7, 2011

Board of Trustees  
SOCRRA

Subject: Teamster's Retirement Incentive

Board Members:

Following the November Board meeting, SOCRRA staff met with the employee affected by the retirement incentive discussed at the meeting. The SOCRRA staff, the Teamsters and the affected employee have agreed to a modified retirement incentive. The incentive is outlined in the attached agreement that was prepared by Craig Lange and reviewed by Bob Davis. I am recommending that the Board approve the attached agreement.

The affected employee has been an employee of SOCRRA for 19 years. Under our current and approved contract with the Teamsters, the criteria for being eligible for retiree health insurance is that the employee has to be hired prior to May 8, 1996, have 25 years of service and be at least 55 years old. The proposed retirement incentive will cover 75% of the cost of health insurance for our Medicare eligible retirees. The 75% was calculated by dividing the employee's 19 years of service by the 25 year vesting period for health care insurance.

I am recommending that the attached agreement be approved.

Respectfully submitted,

Jeffrey A. McKeen, P.E.  
General Manager

Suggested Resolution: "That the Teamster's Retirement Incentive agreement is approved."

**RESIGNATION FROM EMPLOYMENT AND  
FULL AND FINAL RELEASE AND WAIVER OF ALL CLAIMS**

THIS AGREEMENT entered on \_\_\_\_\_, 2011, by and between William P. Munroe (hereinafter referred to as “Munroe”), who resides at 32112 Channing Street, New Haven, Michigan 48048, and South Oakland County Resource Recovery Authority (hereinafter referred to as “the Authority”, whose address is 3910 W. Webster Road, Royal Oak, Michigan 48073.

WHEREAS, Munroe has been employed in the capacity of Utility Recycler for the Authority since August 21, 1992; and

WHEREAS, Munroe wishes to terminate his employment with the Authority under the terms and conditions herein; and

WHEREAS, the parties knowingly and voluntarily wish to enter into this Release Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Concurrent with the execution of this Agreement by Munroe, Munroe will tender to the Authority a letter of resignation (Appendix A), effective as of February 1, 2012 (Termination Date), irrevocably terminating thereby all employment relationships Munroe may have with Authority. Munroe warrants that his resignation is intended to sever his employment relationship with the Authority, will be effective on the date set forth above, and will not be dependent upon acceptance or other subsequent action of the Authority.

2. IN CONSIDERATION for the signing of this Agreement and his resignation, the Authority shall reimburse Munroe a fixed monthly amount of 75% of the cost incurred by Munroe to purchase Medicare Supplemental Health Insurance to a financial limit established

annually by the Authority for all other eligible Authority retirees. For the 2012 calendar year, Munroe and the Authority agree that the maximum monthly reimbursement shall be 75% of \$118 per month based upon the cost for Blue Cross/Blue Shield Medicare Plus Blue PPO "Signature" health insurance plan for Oakland County. Reimbursement shall be conditional upon Munroe providing written proof monthly to the Authority of payment of the health insurance premium.

3. IN FURTHER CONSIDERATION for the signing of this Agreement, the Authority shall reimburse Munroe's spouse at the time of execution of this Agreement up to a fixed monthly amount for her health insurance cost. If Munroe's spouse is Medicare eligible, the maximum monthly reimbursement amount shall be the same amount as described in Paragraph 2 above. If Munroe's spouse is not Medicare eligible, the maximum monthly reimbursement amount shall be \$250 per month. Munroe shall provide written proof of payment of the health insurance premium to the Authority for reimbursement upon the same terms as set forth in Paragraph 2 above.

4. IN CONSIDERATION for the signing of this Agreement, and the consideration referenced above, Munroe, for himself, his successors, representatives, heirs and assigns, thereby releases and discharges the Authority, its past and present Boards, departments, subdivisions, employees, attorneys, insurers, agents, officers, members, successors and assigns, from any and all suits, causes of action, complaints, charges, grievances, obligations, demands, or claims of any kind, whether in law, equity, administrative agency, or arbitration, either direct or indirect, known or unknown (hereinafter "CLAIMS"), which Munroe ever had or now has as of the date of this Agreement based on his employment with and termination of employment with the Authority. This Agreement specifically includes but is not limited to:

- a. Any and all CLAIMS for wages or fringe benefits;

- b. Any and all CLAIMS for wrongful discharge or breach of express or implied contract;
- c. Any and all CLAIMS of alleged employment discrimination in violation of federal, state or local statute, ordinance, judicial precedent or executive order, including but not limited to claims of discrimination on the basis of age, race, color, religion, sex, national origin, veteran status, disability and/or handicap, height or weight, as well as claims under Title VII of the Civil Rights Act as amended, 42 U.S.C. 2000e et seq., the 1978 Pregnancy Discrimination Act, 42 U.S.C. 2000 e, et seq., the Age Discrimination in Employment Act, 29 U.S.C. 621 et seq., the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., the Rehabilitation Act of 1972 as amended, 29 U.S.C. 701 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. 2601, et seq., the Elliott-Larsen Civil Rights Act, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, as amended, 37.1101 et seq., and any other applicable federal, state or local law, rule or ordinance of any kind;
- d. Any and all suits in tort, including but not limited to any claims for misrepresentation, invasion of privacy, negligence, defamation, libel, slander, interference with contract or prospective economic advantage, intentional infliction of emotional distress, work-related injury or illness;
- e. Any and all CLAIMS for commission, compensation or damages of any kind;
- f. Any and all CLAIMS under any federal or state statute relating to employee benefits or pensions (except claims to any benefits, such as pension, already vested);
- g. Any and all CLAIMS for attorney fees and costs;
- h. Any and all contractual CLAIMS, including claims or grievances on his behalf made pursuant to a collective bargaining agreement;
- i. Any and all CLAIMS arising out of the United States Constitution or the State of Michigan Constitution, including, but not limited to, any and all due process or equal protection claims; and
- j. Any and all suits or administrative CLAIMS of any nature now pending in any forum whatsoever.

5. The parties understand that this Agreement covers all of the aforementioned claims and potential claims, which arose on or before the date this Agreement was executed, including pre- and post-employment causes of action, whether known or unknown, suspected or unsuspected, matured or unmatured, and that this constitutes an essential term of this Agreement.

6. It is further understood and acknowledged that the terms of this Agreement are contractual and are not a mere recital and that Munroe did not rely on any agreements, understandings, or representations made by the Authority, its agents, officers, employees, or representatives, except as expressly stated in this Agreement. This Agreement may not be amended, revoked, waived, changed or modified, except by a written agreement executed by both parties.

7. This Agreement will be governed by the laws of the State of Michigan.

8. Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void, or is deemed unenforceable by the court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the remainder of this Agreement.

9. The parties acknowledge that Munroe has been provided twenty-one (21) days to consider this Resignation from Employment and Full and Final Release and Waiver of all Claims and has been advised of the right to consult with an attorney regarding the terms of this Resignation Agreement and Release of All Claims and his rights under the state and federal statutes and common law. To formalize said acknowledgment, Munroe has executed "Exhibit B" attached to this Agreement. Munroe further acknowledges that, should he determine to execute this Agreement prior to the expiration of the twenty-one (21) day review period, he shall execute Exhibit "C"; waiving said twenty-one (21) day review period. The parties also acknowledge that before signing this Agreement, they read the same consisting of five (5) pages; that they fully understand its terms, content, and effect; that they have had the opportunity to receive the benefit of advice from an attorney of their choosing; and that they have relied fully and completely on their own judgment and/or on the advice of their attorneys in executing this Agreement and Release of All Claims. Finally, the parties acknowledge that Munroe may revoke this Agreement and Release of All Claims with regard to age discrimination in employment claims only by providing written notice of such revocation to the Authority before the end of seven (7) days following the execution of this Agreement.

The parties have signed this Agreement and Release of All Claims on the dates set forth under their legal signatures.

By signing below, I acknowledge that I have read all five (5) pages of this Agreement and Exhibits A, B and C, and fully understand its contents, terms and effect. I have been advised to talk to a lawyer before signing this Agreement. By signing below, I am stating that I have either talked to a lawyer about this Agreement, or that I wish to go ahead on my own without the advice of a lawyer. I am agreeing to the terms and conditions of this Agreement voluntarily and of my own free will.

Dated: \_\_\_\_\_

\_\_\_\_\_  
William P. Munroe

The Authority agrees to the terms and conditions of this Agreement.

\_\_\_\_\_  
South Oakland County Resource Recovery  
Authority

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

Dated: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "A"**

**RESIGNATION**

I hereby irrevocably resign my employment with South Oakland County Resource Recovery Authority effective February 1, 2012.

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William P. Munroe

**EXHIBIT "B"**

**RECEIPT OF AGREEMENT**

I acknowledge that I received today a copy of the Agreement and Release of All Claims. I have been advised of the following:

1. I have twenty-one (21) days to consider this Agreement.
2. I have the opportunity to discuss with the Authority any questions or concerns I may have over the terms or language of the Agreement.
3. I have been advised that I should see an attorney of my choosing to review the Agreement.
4. I should not sign the Agreement unless I fully understand its terms and enter into the Agreement of my own free will.
5. I have seven (7) days after signing the Agreement to revoke it by providing written notice of such revocation to the Authority. After the seven (7) day period, however, my decision is binding and irrevocable.
6. No other promises have been made to me beyond the terms of the Agreement and Release of All Claims.

\_\_\_\_\_  
William P. Munroe

Dated: \_\_\_\_\_

**EXHIBIT “C”**

**WAIVER OF TWENTY-ONE DAY REVIEW POLICY**

I acknowledge that I was provided with a copy of the Agreement and Release of All Claims on \_\_\_\_\_, 20\_\_\_. I have had an opportunity to review the Agreement, have been afforded the opportunity to have it reviewed by an attorney of my choosing, and have made the decision to execute the Agreement prior to the expiration of the twenty-one (21) day review period. Therefore, I have executed the Agreement today, and I understand that I have seven (7) days from today to revoke the Agreement with regard to age discrimination in employment claims only by providing written notice of such revocation to the Authority.

\_\_\_\_\_  
William P. Munroe

Dated: \_\_\_\_\_