



AGENDA

Regular Meeting – Wednesday, March 13, 2024 – 9:30 a.m.

[Royal Oak Senior Center, 3500 Marais](#)

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 – February 14, 2024
 - B. Approval of Warrants – No. RA 855
 - C. Information Reports
 - 1) Tonnage Analysis – February 2024
 - 2) Tonnage Percentages – February 2024
 - 3) Budget Analysis – February 2024
 - 4) Budget Analysis – July 2023 – February 2024
 - 5) Financial Status Summary – February 2024
 - 6) Compost Delivered to Members
 - D. Landfill Fencing

5. Administrative Reports (No Board Action Requested)
 - A. Operations Update
 - B. Moody's Credit Rating
 - C. Winter Yard Waste
 - D. Disaster Debris Management Plan Project
 - E. General Manager Transition Plan
 - F. Independent Contractor Agreement
6. Future Business (Communication from Board Members)
7. Items for Decision (Board Action Requested)
 - A. FOIA Policy
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 – February 14, 2024

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Investments – July 1, 2023 to December 31, 2023 – Received and Filed –	
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Adjourned –	13523

SOCRRA
REGULAR MEETING MINUTES

Wednesday, February 14, 2024 – Baldwin Public 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
Neil Johnston (Alternate)	3	Beverly Hills
Jana Ecker	6	Birmingham
Ryan McDonald (Alternate)	3	Clawson
James Jameson (Alternate)	5	Ferndale
Andy LeCureaux	3	Hazel Park
Chris Wilson	2	Huntington Woods
Mike Greene	1	Lathrup Village
Dave DeCoster	5	Oak Park
Jim Breuckman	1	Pleasant Ridge
Aaron Filipski	14	Royal Oak
Kurt Bovensiep	<u>15</u>	Troy
 Total	 62	

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

Also Present

Eric Griffin, General Manager
 Jeff McKeen, SOCWA and SOCRRA
 Robert Jackovich, Operations Manager
 Robert Davis, General Counsel
 Colette Farris, Organizational Development Manager
 Scott Zielinski, Birmingham
 Bob Zee, Tringali Sanitation

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

-13509-

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.

-13510-

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

That the Authorities' Personnel Policies be revised to allow Medicare-eligible employees to be reimbursed for the standard monthly Part B Medicare premium and the incremental cost for the Authorities' health insurance.

ROLL CALL VOTE

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)
Nays: None
Absent: None

Motion carried.

-13511-

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

That the report on the General Manager transition plan be received and filed.

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)
Nays: None
Absent: None

Motion carried.

-13512-

Motion by Mr. A. LeCureaux, supported by Mr. M. Greene:

That the Independent Contractor Agreement is approved.

ROLL CALL VOTE

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)
Nays: None
Absent: None

Motion carried.

-13513-

Motion by Mr. M. Greene, supported by Mr. A. LeCureaux:

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

ROLL CALL VOTE

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)
Nays: None
Absent: None

Motion carried.

-13514-

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

That the agenda be approved as submitted.

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)
Nays: None
Absent: None

Motion carried.

-13515-

APPROVAL OF CONSENT AGENDA

Motion by Mr. A. LeCureaux, supported by Mr. M. Greene:

That the Consent Agenda be approved.

APPROVAL OF MEETING MINUTES

That the minutes of the Regular Meeting of January 10, 2024 be approved as submitted.

APPROVAL OF WARRANT – NO. RA-854

That Warrant RA-854 in the amount of \$1,699,708.09 be approved and payments authorized.

QUARTERLY REPORT – JANUARY 2024

That the Quarterly Report – Second Quarter 2023-2024 be received and filed.

QUARTERLY LEGAL REPORT

That the Quarterly Legal Report be received and filed.

INVESTMENTS – JULY 1, 2023 TO DECEMBER 31, 2023

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

RENEWAL OF SCALE SOFTWARE CONTRACT

That, pursuant to the Professional Services provision of the Authority's Purchasing Policy, the Board authorize the General Manager to sign a one-year Software Maintenance Agreement with Infoview Systems for a total cost of \$5,415.00 for the period February 1, 2024 to January 31, 2025.

INFORMATION REPORTS

That the monthly information reports be received and filed.

ROLL CALL VOTE

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)

Nays: None

Absent: None

Motion carried.

-13516-

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

That the report on Operations Update be received and filed.

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)
Nays: None
Absent: None

Motion carried.

-13517-

Motion by Mr. A. LeCureaux, supported by Mr. M. Greene:

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

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)
Nays: None
Absent: None

Motion carried.

-13518-

Motion by Mr. M. Greene, supported by Mr. A. LeCureaux:

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

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)
Nays: None
Absent: None

Motion carried.

-13519-

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

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

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)
Nays: None
Absent: None

Motion carried.

-13520-

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

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

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)

Nays: None

Absent: None

Motion carried.

-13521-

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

That the report on Holiday Cardboard Recycling be received and filed.

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)

Nays: None

Absent: None

Motion carried.

-13522-

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

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

ROLL CALL VOTE

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)

Nays: None

Absent: None

Motion carried.

-13523-

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

That the meeting be adjourned.

Yeas: Young, Johnston, Ecker, McDonald, Jameson, LeCureaux, Wilson, Greene,
DeCoster, Breuckman, Filipski, Bovensiep (62 votes)

Nays: None

Absent: None

The Chair ordered the meeting adjourned at 10:21 a.m.

APPROVED: _____
Chair

Secretary

SOCRRA
CHECK WARRANT
FEBRUARY 2024

RRA 855
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
80365	Accent Wire Holdings LLC	1,829.28	Baler Expenses - MRF
80366	Car Trucking	46,818.34	Collection Contract
80367	Lyden Oil Company	281.02	Supplies - TS
80368	Mannik & Smith	867.00	Landfill Reserve
80369	Michigan Cat	5,837.44	Maintenance of Equipment - TS
80370	RKA Petroleum Companies Inc.	3,121.38	Fuel - TS
80371	Standard Insurance Company	586.71	Life Insurance
80372	West Metro Door Inc.	2,925.00	Maintenance of Building - TS
80373	SOCWA	52,493.23	MISC Expense - GLWA Easement, SOCWA Administrative Wages
80374	Leadpoint	34,109.98	Temporary Staffing - MRF
80375	Strategic Materials Inc	17,345.27	Glass Disposal - MRF
80376	Speed Tech Equipment	7,051.48	Construction in Progress - MRF
80377	Michigan Conference of Teamsters Welfare Fund	15,031.00	Health Insurance
80378	Recycle Waste Services	7,000.00	Haul/Dispose Reject Compost - CS
80379	GFL Environmental USA	23,892.45	Collection Contract
80380	Tringali Sanitation	315,302.36	Collection Contract
80381	Tringali Sanitation	745.36	Collection Contract
80382	Center for Employment Opportunities	17,502.08	Temporary Staffing - MRF
80383	Center for Employment Opportunities	20,638.38	Temporary Staffing - MRF
80384	Airgas USA LLC	304.90	Supplies - TS, CS
80385	Car Trucking	101,290.60	Collection Contract
80386	Davis Listman PLLC	1,620.94	Legal Services
80387	Home Depot Credit Services	150.09	Supplies - MRF
80388	Infoview Systems Inc.	5,422.50	Office Expense - Software Development
80389	IRIS Waste Diversion Specialists Inc.	787.50	Recycling Education
80390	Latigo Transport Inc.	11,320.00	Hauling Leaves - TS
80391	Employee Optical Dental Reimbursement	209.95	Employee Optical Dental Reimbursement
80392	The City of Rochester Hills Taxes	16,268.49	Rental Properties - Winter 2023 Taxes
80393	Specialty Employment Services	3,390.66	Temporary Staffing - MRF
80394	Uline	765.13	Supplies - MRF
80395	West Metro Door Inc.	462.50	Maintenance of Equipment - MRF
80396	SOCWA	12,017.67	SOCWA Administrative Wages
80397	Fontenot Landscape Services LLC	43,765.00	Brush Chipping
80398	Leadpoint	29,452.35	Temporary Staffing - MRF
80399	IDF Clean-up Inc	5,000.00	Equipment Rental - MRF

SOCRRA
CHECK WARRANT
FEBRUARY 2024

RRA 855
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
80400	Employee Optical Dental Reimbursement	657.41	Employee Optical Dental Reimbursement
80401	Fire Rover LLC	2,210.00	Maintenance of Property & Grounds - MRF
80402	Jacob Hanson	99.00	Employee Union Dues Reimbursement
80403	Progressive Sweeping Contractors Inc.	1,373.60	Maintenance of Property & Grounds - TS
80404	Center for Employment Opportunities	19,352.00	Temporary Staffing - MRF
80405	TWN Consulting LLC	125.00	Consulting
80406	Tetra Tech Inc.	2,970.41	Consulting
80407	GFL Environmental USA	109,944.37	Collection Contract
80408	GFL Environmental USA	196.00	Collection Contract
80409	GFL Environmental USA	99,346.00	Collection Contract
80410	Tringali Sanitation	677.60	Collection Contract
80411	Tringali Sanitation	745.36	Collection Contract
80412	Tringali Sanitation	22,942.70	Collection Contract
80413	Car Trucking	123,446.45	Collection Contract
80414	Cintas Corporation	506.00	Maintenance of Building - MRF
80415	Home Depot Credit Services	561.56	Maintenance of Equipment - MRF, Maintenance of Building - CS
80416	J & J Ace Hardware	45.54	Maintenance of Building, Maintenance of Equipment - CS
80417	MacAllister Rentals	806.75	Equipment Rental - MRF
80418	The City of Madison Heights	69.32	Utilities - MH
80419	Metz Hydraulics LLC	627.78	Maintenance of Equipment - TS
80420	O'Reilly Auto Parts	116.95	Maintenance of Equipment - CS
80421	Resource Recycling Systems Inc.	3,910.00	Consulting
80422	RKA Petroleum Companies Inc.	2,851.10	Fuel - CS
80423	The City of Rochester Hills Water and Sewer	18,569.07	Landfill Reserve
80424	Rose Pest Solutions	216.00	Maintenance of Property & Grounds - TS
80425	Teamsters Local #214	1,026.00	Union Dues
80426	Uline	498.62	Personal Safety Equipment - MRF, TS
80427	Van Horn Truck Parts	33.36	Maintenance of Equipment - CS
80428	West Metro Door Inc.	5,612.50	Maintenance of Equipment - MRF
80429	SOCWA	125.00	Misc Expense
80430	Leadpoint	53,673.11	Temporary Staffing - MRF
80431	IDF Clean-up Inc	5,000.00	Equipment Rental - MRF
80432	eCycle Opportunities LLC	2,960.40	Electronics Recycling
80433	Bandit Industries	163.92	Maintenance of Equipment - CS

SOCRRRA
CHECK WARRANT
FEBRUARY 2024

RRA 855
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
80434	ERG Environmental Services	55,857.73	HHW Service
80435	Milliman Inc.	3,150.00	Consulting
80436	Progressive Sweeping Contractors Inc.	686.80	Maintenance of Property & Grounds - TS
80437	AMP Robotics Corporation	689.04	Maintenance of Equipment - MRF
80438	Metro Airport Truck	2,683.77	Maintenance of Equipment - TS
80439	Tetra Tech Inc.	6,561.25	Consulting
80440	GFL Environmental USA	5,025.00	Collection Contract
80441	GFL Environmental USA	99,668.06	Collection Contract
80442	Tringali Sanitation	2,225.00	Collection Contract
80443	Tringali Sanitation	2,845.92	Collection Contract
80444	Tringali Sanitation	1,355.20	Collection Contract
80445	Tringali Sanitation	4,065.60	Collection Contract
80446	Tringali Sanitation	12,279.71	Collection Contract
80447	Tringali Sanitation	17,600.22	Collection Contract
80448	Tringali Sanitation	25,293.44	Collection Contract
80449	Car Trucking	101,407.99	Collection Contract
80450	Cintas Corporation	506.00	Maintenance of Building - MRF
80451	Contractors Connection	187.15	Maintenance of Building - CS
80452	Home Depot Credit Services	109.64	Maintenance of Equipment - MRF, MH
80453	RKA Petroleum Companies Inc.	3,455.30	Fuel - TS
80454	Uline	734.38	Supplies - MRF
80455	ERG Environmental Services	42,855.89	HHW Service
80456	Huntington National Bank	17,339.10	Compost Screener & Grinder Payments
80457	Dynamic Lifecycle Innovations	2,934.30	Electronics Recycling - MRF
80458	Progressive Sweeping Contractors Inc.	686.80	Maintenance of Property & Grounds - TS
80459	GFL Environmental USA	109,000.00	Collection Contract
80460	GFL Environmental USA	67,456.03	Collection Contract
80461	Tringali Sanitation	140.00	Collection Contract
80462	Tringali Sanitation	7,707.70	Collection Contract
80463	Interstate Billing Services Inc	11,374.49	Maintenance of Equipment, Equipment Rental - MRF
80464	Alta Equipment Company	701.95	Maintenance of Equipment - CS
80465	A.R.C. Welding & Repair	2,965.00	Maintenance of Equipment - TS
80466	Car Trucking	49,450.27	Collection Contract

SOCRRRA
CHECK WARRANT
FEBRUARY 2024

RRA 855
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
80467	Contractors Connection	221.55	Maintenance of Equipment - TS
80468	GFL Environmental USA	109,000.00	Collection Contract
80469	Grainger	240.46	Maintenance of Equipment - MRF
80470	Home Depot Credit Services	117.49	Maintenance of Equipment, Supplies - MRF
80471	Infoview Systems Inc.	5,415.00	Office Expense
80472	Jay's Septic Tank Service	560.00	Maintenance of Equipment - TS, CS
80473	MacAllister Rentals	415.00	Equipment Rental - MRF
80474	Mannik & Smith	615.00	Landfill Reserve
80475	Propane Services/Superior Plus Energy	999.02	Fuel - MRF
80476	Resource Recycling Systems Inc.	4,162.00	Consulting
80477	Specialty Employment Services	3,279.58	Temporary Staffing - MRF
80478	Transformer Inspection Retrofill Corp	525.00	Maintenance of Equipment - MH
80479	Tringali Sanitation	134,283.00	Collection Contract
80480	VFP Fire Systems	1,884.00	Maintenance of Equipment - MRF
80481	Waste Management of Michigan	1,411.00	Refund for Duplicate Payment
80482	SOCWA	12,106.58	SOCWA Administrative Wages
80483	Hubbell Roth & Clark Inc	8,293.85	Maintenance of Building - MH
80484	Leadpoint	39,274.89	Temporary Staffing - MRF
80485	IDF Clean-up Inc	15,000.00	Equipment Rental - MRF
80486	SWANA	245.00	Personnel Improvement
80487	ERG Environmental Services	8,377.60	HHW Service
80488	Michigan Conference of Teamsters Welfare Fund	16,685.50	Health Insurance
80489	GFL Environmental	314,121.95	Waste Disposal
80490	Progressive Sweeping Contractors Inc.	686.80	Maintenance of Property & Grounds - TS
80491	MI Conveyance Solutions	5,140.40	Maintenance of Equipment - MRF
80492	Center for Employment Opportunities	21,412.25	Temporary Staffing - MRF
80493	Metro Airport Truck	4,719.20	Maintenance of Equipment - TS
80494	Michigan Municipal League	6,655.00	2022-2023 Payroll Audit
80495	Progressive Plumbing Supply Co	146.74	Maintenance of Equipment - MRF
80496	Aircentric Corporation	3,790.00	Maintenance of Equipment - MRF
ACH	Alerus for MERS	8,906.78	Deferred Compensation, HCSP, Defined Contribution
ACH	Metro Wireless	275.55	Internet/Security - MRF, CS
EPAY	Comcast	628.25	Internet/Security - MRF, CS
EPAY	Consumers Energy	12,489.17	Utilities

SOCRRA
CHECK WARRANT
FEBRUARY 2024

RRA 855
ACCT. 1009

CHECK #	PAYEE	AMOUNT	PURPOSE
EPAY	DTE Energy	6,438.28	Electric Service - Landfill, MH
EPAY	Flagstar Bank	3,547.36	Credit Card - Detail on last page
EPAY	Guardian Alarm	375.12	Maintenance of Building - MRF
EPAY	MERS of Michigan	28,217.26	Defined Benefit Pension
EPAY	WOW! Business	260.39	Internet/Security - MRF, CS
OPERATION & MAINTENANCE FUND		2,726,985.67	

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 March 13, 2024.

SOCRRA
CHECK WARRANT
FEBRUARY 2024

RRA 855

ACCT. 1009	PAYEE	AMOUNT	PURPOSE
EPAY	Flagstar Credit Card - Detail	35.00	PayPal/Square Fees
		54.99	Administrative and Office
		49.07	Personnel Improvement
		44.00	Administrative and Office
		201.40	Maintenance of Equipment
		201.40	Maintenance of Property & Grounds
		34.99	Maintenance of Building
		53.37	Fuel
		184.33	Personnel Improvement
		11.78	Personnel Improvement
		55.95	Personnel Improvement
		149.40	Administrative and Office
		465.44	Personnel Improvement
		99.04	Personnel Improvement
		808.46	Personnel Improvement
		26.25	Personnel Improvement
		107.80	Personnel Improvement
		298.45	Personnel Improvement
		188.95	Administrative and Office
		357.65	Personnel Improvement
		107.64	Maintenance of Equipment
		12.00	Maintenance of Equipment

3,547.36

SOCRRA TONNAGE ANALYSIS
February 2024

Municipality	MSW			Compost			Recyclables			Total		
	2022	2023	2024	2022	2023	2024	2022	2023	2024	2022	2023	2024
Berkley	374.89	409.19	472.03	0.00	0.00	0.00	101.40	101.57	104.06	476.29	510.76	576.09
Beverly Hills	218.86	242.67	248.19	0.00	0.00	0.00	82.31	75.21	70.59	301.17	317.88	318.78
Birmingham	566.99	580.26	688.81	0.00	4.17	0.00	169.93	155.38	155.15	736.92	739.81	843.96
Clawson	301.16	352.10	327.64	0.00	0.00	0.00	70.35	64.57	68.48	371.51	416.67	396.12
Ferndale	655.47	684.85	723.54	0.00	0.00	0.00	136.14	110.42	133.79	791.61	795.27	857.33
Hazel Park	497.54	460.68	556.04	0.00	0.00	0.00	77.62	72.67	58.58	575.16	533.35	614.62
Huntington Woods	124.77	147.40	124.96	0.00	0.00	0.00	56.54	61.98	46.76	181.31	209.38	171.72
Lathrup Village	92.64	119.37	115.91	0.00	0.00	0.00	21.71	20.51	22.58	114.35	139.88	138.49
Oak Park	565.16	694.81	756.28	0.00	0.00	0.00	80.39	75.01	91.97	645.55	769.82	848.25
Pleasant Ridge	57.43	63.67	60.18	0.00	0.00	0.00	27.33	20.17	19.22	84.76	83.84	79.40
Royal Oak	1,471.59	1,482.87	1,691.38	0.00	0.00	8.33	359.44	351.09	359.79	1,831.03	1,833.96	2,059.50
Troy	<u>1,715.16</u>	<u>1,756.17</u>	<u>1,967.16</u>	<u>0.00</u>	<u>0.00</u>	<u>8.33</u>	<u>400.02</u>	<u>387.01</u>	<u>412.45</u>	<u>2,115.18</u>	<u>2,143.18</u>	<u>2,387.94</u>
	6,641.66	6,994.04	7,732.12	0.00	4.17	16.66	1,583.18	1,495.59	1,543.42	8,224.84	8,493.80	9,292.20
Other Customers	2,995.48	2,834.07	3,323.60	0.00	4.53	0.00	441.31	641.85	928.87	3,436.79	3,480.45	4,252.47
Authority	9,637.14	9,828.11	11,055.72	0.00	8.70	16.66	2,024.49	2,137.44	2,472.29	11,661.63	11,974.25	13,544.67

SOCRRA TONNAGE PERCENTAGES

February 2024

	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	82%	0%	18%
Beverly Hills	78%	0%	22%
Birmingham	82%	0%	18%
Clawson	83%	0%	17%
Ferndale	84%	0%	16%
Hazel Park	91%	0%	9%
Huntington Woods	73%	0%	27%
Lathrup Village	84%	0%	16%
Oak Park	89%	0%	11%
Pleasant Ridge	76%	0%	24%
Royal Oak	82%	1%	17%
Troy	82%	1%	17%

SOCRRA
Income Statement
02/01/24 - 02/29/24

	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	142,897.28	120,000.00	22,897.28
NON-MEMBER YARD WASTE	80.00	0.00	80.00
TOTAL REVENUES	2,122,092.28	2,099,117.00	22,975.28
SALE OF RECYCLED MATERIAL			
MIXED PAPER	53,316.90	18,000.00	35,316.90
NEWSPAPER	0.00	0.00	0.00
CARDBOARD	86,919.00	28,000.00	58,919.00
SORTED OFFICE PAPER	3,450.72	4,000.00	(549.28)
PLASTICS	20,429.98	16,000.00	4,429.98
SCRAP METAL	8,619.84	6,000.00	2,619.84
ALUMINUM CANS	0.00	10,000.00	(10,000.00)
TIN CANS	12,866.20	9,000.00	3,866.20
MIXED RECYCLING - OTHERS	81,947.30	52,000.00	29,947.30
BATTERIES	94.60	0.00	94.60
TOTAL SALE OF RECYCLED MATERIAL	267,644.54	143,000.00	124,644.54
OTHER INCOME			
COMPOST	20,040.00	0.00	20,040.00
RENTAL INCOME	12,215.00	10,500.00	1,715.00
INTEREST ON INVESTMENTS	10,509.56	6,000.00	4,509.56
GRANT REVENUE	17,502.08	0.00	17,502.08
MISC INCOME	7,205.86	2,000.00	5,205.86
TOTAL OTHER INCOME	67,472.50	18,500.00	48,972.50
TOTAL REVENUES	2,457,209.32	2,260,617.00	196,592.32
EXPENSES			
MADISON HEIGHTS TRANSFER STATION	7,657.42	3,900.00	3,757.42
TROY TRANSFER STATION	383,442.75	360,050.00	23,392.75
MATERIAL RECOVERY FACILITY	374,317.04	220,700.00	153,617.04
HOUSEHOLD HAZARDOUS WASTE	116,465.49	34,750.00	81,715.49
COMPOST FACILITY	50,880.02	38,750.00	12,130.02
ADMINISTRATIVE AND GENERAL	230,032.73	82,700.00	147,332.73
COLLECTION CONTRACT EXPENSES	1,609,378.42	1,316,667.00	292,711.42
TOTAL EXPENSES	2,772,173.87	2,057,517.00	714,656.87
REVENUE OVER EXPENSES	(314,964.55)	203,100.00	(518,064.55)

SOCRRA
Income Statement
07/01/23 - 02/29/24

	Actual-Period	Budget-Period	Variance
REVENUES			
MEMBER MSW	15,341,042.51	15,080,928.00	260,114.51
MONTHLY SURCHARGE	752,008.00	752,008.00	0.00
NON-MEMBER MSW	1,181,512.39	1,380,000.00	(198,487.61)
NON-MEMBER YARD WASTE	19,290.00	24,000.00	(4,710.00)
TOTAL REVENUES	17,293,852.90	17,236,936.00	56,916.90
SALE OF RECYCLED MATERIAL			
MIXED PAPER	322,619.26	160,000.00	162,619.26
NEWSPAPER	0.00	4,000.00	(4,000.00)
CARDBOARD	543,781.03	289,000.00	254,781.03
SORTED OFFICE PAPER	9,416.66	16,000.00	(6,583.34)
PLASTICS	128,409.58	169,000.00	(40,590.42)
SCRAP METAL	69,828.14	54,000.00	15,828.14
ALUMINUM CANS	122,530.40	94,000.00	28,530.40
TIN CANS	72,072.17	70,000.00	2,072.17
MIXED RECYCLING - OTHERS	642,998.58	462,000.00	180,998.58
BATTERIES	219.25	3,000.00	(2,780.75)
TOTAL SALE OF RECYCLED MATERIAL	1,911,875.07	1,321,000.00	590,875.07
OTHER INCOME			
COMPOST	69,300.00	55,000.00	14,300.00
RENTAL INCOME	95,400.00	83,000.00	12,400.00
INTEREST ON INVESTMENTS	90,491.56	52,000.00	38,491.56
GRANT REVENUE	52,662.20	0.00	52,662.20
MISC INCOME	237,011.98	17,000.00	220,011.98
TOTAL OTHER INCOME	544,865.74	207,000.00	337,865.74
TOTAL REVENUES	19,750,593.71	18,764,936.00	985,657.71
EXPENSES			
MADISON HEIGHTS TRANSFER STATION	28,918.61	33,300.00	(4,381.39)
TROY TRANSFER STATION	2,265,274.21	2,646,800.00	(381,525.79)
MATERIAL RECOVERY FACILITY	1,883,387.36	1,764,600.00	118,787.36
HOUSEHOLD HAZARDOUS WASTE	366,272.94	320,000.00	46,272.94
COMPOST FACILITY	419,768.91	432,600.00	(12,831.09)
ADMINISTRATIVE AND GENERAL	1,503,184.26	1,015,500.00	487,684.26
COLLECTION CONTRACT EXPENSES	7,847,530.94	8,400,002.00	(552,471.06)
IN TRANSIT	2,963,335.00	2,483,335.00	480,000.00
TOTAL EXPENSES	17,277,672.23	17,096,137.00	181,535.23
REVENUE OVER EXPENSES	2,472,921.48	1,668,799.00	804,122.48

SOCRRA
FINANCIAL STATUS SUMMARY
FEBRUARY 2023-FEBRUARY 2024

<u>Date</u>	<u>Unrestricted Cash</u>	<u>Working Capital</u>	<u>% of Goal</u>
2/28/2023	3,810,234	2,220,114	120.6%
3/31/2023	3,069,583	2,413,364	131.1%
4/28/2023	3,491,970	2,611,986	141.9%
5/31/2023	3,566,140	2,746,573	149.2%
6/30/2023	3,222,095	2,279,178	123.8%
7/31/2023	3,050,145	2,201,110	113.7%
8/31/2023	2,871,675	2,241,528	115.8%
9/30/2023	3,055,336	2,532,874	130.9%
10/31/2023	3,562,514	2,424,445	125.3%
11/30/2023	3,448,770	2,769,365	143.1%
12/29/2023	3,063,913	1,882,534	97.3%
1/31/2024	3,680,051	2,122,600	109.7%
2/29/2024	3,140,308	2,095,205	108.3%

COMPOST PRODUCED & DELIVERED
October 2, 2023 to March 2, 2024

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	59	\$880
Account Customers	13,569	\$135,690
Donations	0	\$0
TOTAL YARDS	14,038	

March 7, 2024

Board of Trustees
SOCRRA

Subject: Landfill Fencing

Board Members:

The State of Michigan required SOCRRA to replace fencing along Avon Road bordering the SOCRRA landfill. The fencing was damaged and overgrown. The Board approved our \$30,000 budget to have the fence replaced and we received a low bid of \$33,900. Working with Rochester Hills for approval of the replacement they required the fence to be black vinyl coated chain link fencing. We contacted the fencing company for an updated bid and the vinyl coated fence was an additional \$11,625. The new cost is \$45,525. This will remove 1,100' of fencing (with two gates) and replace the span with vinyl coated fence and two 20' DD swing gates.

Replacement of the fencing is a requirement by the State of Michigan.

Respectfully submitted,

Eric L Griffin
General Manager

Suggested Resolution: "Approval of the fence replacement along Avon Road at the cost of \$45,545."

JAFFCO, INC.

1598 E.AUBURN ROAD
ROCHESTER HILLS, MI 48307
PHONE (248) 606 4560
FAX(248) 606 4572

March 6th, 2024

TO: Bob Jackovich--SOCCRA
FROM: Cliff Zapczynski
RE: 1741 School Road Rochester Hills, MI (Avon Road side of Property)
REVISED-Fence Proposal

Jaffco, Inc. proposes to furnish and install the following:

Scope of Work Included:

REMOVAL

+/-1,100 lineal feet of existing 6' tall chain link fence removal and disposal including two +/-20' wide double drive swing gates.

1,100' @ \$4.00/LFT = \$4,400.00

NEW

+/-1,100 lineal feet of a new 6' Tall BLACK VINYL Chain link fence system including two 20' wide double drive swing gates.

1,100' @ \$33.75/LFT = \$37,125.00

2--20' wide DD Swing Gates @ \$2,000.00 each = \$4,000.00

System Complete as Proposed: \$45,525.00

Material Qualifier

- All pipe and framework to be SPS40 and BLACK VINYL coated.
- Includes 4" gate post set in concrete foundations.
- Includes 3" terminal posts, 2.5" line posts, 1 5/8" TOP and BRACE Rails.
- Includes bottom tension wire; 6 gauge finish.
- Chain link to be 72" Tall x 2" mesh x 8 Gauge Finish x KK x Fused and Bonded BLACK VINYL coated.
- All line posts to be driven to 48" depth.

Jaffco, Inc.
Cliff Zapczynski
Cell (248) 670 9561

March 6, 2024

Board of Trustees
SOCRRA

Subject: Operations Update

Board Members:

SOCRRA operations continued in a normal fashion during February.

Collection

The collection contractors were able to remain on schedule throughout February.

February 2024 had one more collection day than February 2023, therefore we would expect to see a 5.0% increase in tonnage, if everything else was equal. Member refuse tonnage was 10.6% higher than February 2023 and member recycling tonnage was 3.2% higher than in February 2023. I believe that the refuse tonnage increase in February was due primarily to the warmer than normal weather which has resulted in the early arrival of spring.

	February <u>2024 tons</u>	February <u>2023 tons</u>	<u>% change</u>
Refuse	7,732	6,994	+ 10.6%
Recycling	1,543	1,496	+ 3.2%
Yard Waste	<u>17</u>	<u>4</u>	<u>+325%</u>
TOTAL	9,292	8,494	+ 9.4%

Curbside collection of yard waste is scheduled to begin on Monday, April 1. GFL will begin yard waste collection on Monday, March 25 in their communities. We are continuing to accept winter yard waste from residents at the Troy Transfer Station. Through the end of February, we have collected over 49 tons of winter yard waste at Troy.

SOCRRA Operations

SOCRRA operations at the Transfer Station were normal through February.

The amount of non-SOCRRA trash was 18% higher in February 2024 compared with February 2023 and was 44% higher than budgeted. Non-member recycling increased by 45% in February 2024 compared with February 2023 and was 86% higher than budgeted.

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

The AMP sorting robot has been fully operational for a year and continues to function well. The Glacier robot is scheduled to be installed during the weekend of March 9 and to be operational on Monday March 11th.

We have completed the Recycling Quality Improvement grant activities in Oak Park and the data is currently being reviewed. We are also working with The Recycling Partnership to determine what other activities would be appropriate given the data provided by the project. We have

begun planning the programs for Berkley and Troy for the Spring of 2024. These programs are complicated by Tringali's current method of providing service to the Troy Thursday area and the Berkley Friday area by bringing all of their recycling trucks into these comparatively small areas.

Revenue from the sale of recycled material was almost 104% above budget in February due primarily to higher prices for recycled cardboard and mixed paper and due to increased shipments of finished materials. February revenue from the sale of paper products was 187% above budget. Through February, revenue from the sale of recycled material is 48% above budget.

March paper prices increased for the 7th consecutive month. Cardboard increased by 7% and mixed paper increased by 11%. Paper prices are at their highest levels since August 2022.

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

The number of recycling drop-off appointments increased in February to 3,546 compared with 3,423 in December and increased from 2,801 appointments in February of 2023. Ten days in February 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 two Saturdays in February, neither of which were fully booked. Our current Saturday schedule is as follows:

March 2, 16
April 6, 20
May 4, 18

We continue to closely monitor the number of available appointments.

We will be meeting with each of the communities that stored leaves in their DPW yards to discuss whether we need to make any changes for next fall.

Respectfully submitted,

Eric L Griffin
General Manager

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

March 7, 2024

Board of Trustees
SOCRRA

Subject: Moody's Credit Rating

Board Members:

We are pleased to report that Moody's Investors Service recently **upgraded** SOCRRA's credit rating from Baa1 to A3. Moody's A3 rating is an affirmation of financial stability and is characterized by a relatively low risk of default. The rating report from Moody's is attached.

Moody's tries to monitor its credit ratings annually and we expect to be reviewed again in early 2025. Moody's also provided the matrix that they use to develop their ratings. Moody's matrix and their assessment of SOCRRA's performance in the 2023 fiscal year is illustrated in the table below:

Scorecard Item	Weight	Measure	SOCRRA Results 6/30/2023	Moody's Rating
System Characteristics	10%	25 years > n > 12 years	15 years	A
System Size (O&M expense)	7.5%	\$65M > n > \$10M	\$26.1	A
Service Area Wealth	12.5%	150% > US median > 90%	135%	Aa
Annual Debt Service Coverage	15%	> 2.00x	1.98	Aa
Days Cash on Hand	15%	150 days > n > 35 days	46 days	A
Debt to Operating Reserves	10%	< 2.00x	0.24x	Aaa
Rate Management	10%	Difficulties encountered in increasing rates (qualitative)	Average rate setting record, some political or practical limits on rate increases	A
Regulatory Compliance and Capital Planning	10%	Capital planning horizon and regulatory compliance	Moderate violations with adopted plan to address issues, maintains manageable 5-year capital improvement plan	A
Rate Covenant	5%	1.30x > n > 1.20x	1.25	Aa
Debt Service Reserve Requirement	5%	Level of debt service reserve	Funded at less than 3 prong test (10% of principal, 1.25x average annual debt service, maximum annual debt service)	A

All of the individual scorecard items are rated at least at A. Moody's focuses primarily on annual debt service coverage and days of cash on hand as the two most important metrics. In the long run, we should be looking to establish our rates so that we achieve higher coverage levels, which will improve the number of days cash on hand.

SOCRRA staff will be working on those issues in the coming months.

Respectfully submitted,

Eric L Griffin
General Manager

Suggested Resolution: "That the Moody's Credit Rating report is received and filed."



Rating Action: Moody's upgrades Southeastern Oakland County Resource Recovery Authority, MI's revenue rating to A3; positive outlook removed

29 Feb 2024

New York, February 29, 2024 – Moody's Investors Service has upgraded Southeastern Oakland County Resource Recovery Authority, MI revenue bonds to A3 from Baa1. The positive outlook has been removed. The authority had roughly \$6.7 million in revenue bonds outstanding at the end of fiscal 2023 (year-end June 30).

The upgrade reflects several years of positive debt service coverage after years of being below sum sufficient and will likely remain healthy going forward.

RATINGS RATIONALE

The upgrade to A3 reflects the authority's recently established track record of above sum sufficient debt service coverage and prudent long-term forecasting. Coverage has shown stability after a history of being below sum sufficient and will likely remain between 1.5x and 2x because the authority has implemented consistent rate increases to cover costs and generate modest surpluses. Revenue from recyclable materials are unpredictable, however, and can strain debt service coverage when commodity prices are low. The authority has an unlimited ability to levy charge on member communities and its service area is large and relatively affluent. Leverage is low at 0.24x of operating revenues and amortizes rapidly.

RATING OUTLOOK

Moody's does not assign outlooks to local governments with this amount of debt.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATING

- Maintenance of debt service coverage of above 2x
- Materially improved days cash on hand ratio nearing 150 days

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATING

- Debt service coverage below sum sufficient
- Weakened liquidity to below 35 days cash on hand

LEGAL SECURITY

The bonds are backed by contractual payments by twelve member communities. All of the member communities have signed contracts with the authority pledging to appropriate sufficient funds to pay for services charged by the authority. The contractual payments are further supported by a statutory lien.

PROFILE

Located in southeast Michigan, the authority serves a population of about 280,000 and has a service area of 75 square miles. SOCRRA uses third party contractors to provide curbside collection of trash, recycling and yard waste for the residents of 12 member communities. The authority operates a transfer station in Troy and a compost site in Rochester Hills. The Troy facility receives and compacts the mixed municipal solid waste for transfer to a private landfill for disposal. The authority also operates a Material Recovery Facility (MRF) that receives recyclable materials collected at curbside by the member municipalities.

METHODOLOGY

The principal methodology used in this rating was US Municipal Utility Revenue Debt Methodology published in April 2022 and available at <https://ratings.moodys.com/rmc-documents/386721>. Alternatively, please see the Rating Methodologies page on <https://ratings.moodys.com> for a copy of this methodology.

REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found on <https://ratings.moodys.com/rating-definitions>.

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Please see the issuer/deal page on <https://ratings.moodys.com> for additional regulatory disclosures for each credit rating.

Amy Hellmann

Lead Analyst

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CREDIT OPINION

1 March 2024



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Southeastern Oakland Cnty. Res. Rec. Auth. MI

Update to credit analysis following upgrade

Summary

The Southeastern Oakland County Resource Recovery Authority (A3) benefits from a recently established track record of above sum sufficient debt service coverage and proactive financial management. Coverage has shown stability after a history of being below sum sufficient and will likely remain between 1.5x and 2x because the authority has implemented consistent rate increases to cover costs and generate modest surpluses. Leverage is expected to remain modest because of rapid amortization. Building greater resistance to volatile revenues from recyclable materials will likely be an ongoing credit challenge.

On Feb 29, Moody's upgraded the authority's revenue bond rating to A3 from Baa1. The positive outlook was removed.

Credit strengths

- » Contractual payments from member communities are paid twice monthly, which creates consistent cash flow and partially mitigates the authority's low days cash on hand ratio

Credit challenges

- » History of less than sum sufficient debt service coverage and narrow liquidity
- » Revenues from recyclable materials are volatile

Rating outlook

Moody's does not assign outlooks to local governments with this amount of debt.

Factors that could lead to an upgrade

- » Maintenance of debt service coverage between above 2x
- » Materially improved days cash on hand ratio nearing 150 days

Factors that could lead to a downgrade

- » Debt service coverage below sum sufficient
- » Weakened liquidity to below 35 days cash on hand

Key indicators

Exhibit 1

Southeastern Oakland Cnty. Res. Rec. Auth. MI

[SoutheasternOaklandCntyResRecAuthMI](#)

System Characteristics					
Asset Condition (Net Fixed Assets / Annual Depreciation)	15 years				
System Size - O&M (in \$000s)	\$26,092.30				
Service Area Wealth: MFI % of US median	130.88				
Legal Provisions					
Rate Covenant (x)	1.25				
Debt Service Reserve Requirement	A				
Management					
Rate Management	A				
Regulatory Compliance and Capital Planning	A				
Financial Strength					
	2019	2020	2021	2022	2023
Operating Revenue (\$000)	\$23,750	\$24,683	\$25,739	\$27,798	\$27,601
System Size - O&M (\$000)	\$23,098	\$23,929	\$24,051	\$24,045	\$26,092
Net Revenues (\$000)	\$740	\$938	\$1,716	\$3,776	\$1,738
Net Funded Debt (\$000)	\$10,175	\$9,179	\$8,137	\$7,026	\$6,742
Annual Debt Service (\$000)	\$1,131	\$1,257	\$1,274	\$1,312	\$878
Annual Debt Service Coverage (x)	0.7x	0.7x	1.3x	2.9x	2.0x
Cash on Hand	49.55	35.31	33.67	43.63	45.78
Debt to Operating Revenues (x)	0.43	0.37	0.32	0.25	0.24

Sources: US Census Bureau, Southeastern Oakland County Resource Recovery Authority, MI's financial statements and Moody's Investors Service

Profile

Located in southeast Michigan, the authority serves a population of approximately 280,000 and has a service area of 75 square miles. SOCRRA uses third party contractors to provide curbside collection of trash, recycling and yard waste for the residents of 12 member communities. The authority operates a transfer station in Troy and a compost site in Rochester Hills. The Troy facility receives and compacts the mixed municipal solid waste for transfer to a private landfill for disposal. The authority also operates a Material Recovery Facility (MRF) that receives recyclable materials collected at curbside by the member municipalities.

Detailed credit considerations

The authority has developed a trend of improved and now positive debt service coverage, which will likely remain between 1.5x and 2x given the authority has implemented consistent rate increases to cover costs and generate modest surpluses. Revenues from recyclable materials are still unpredictable, however, and can stress debt service coverage when commodity prices are low. Also the authority's cash position is limited. The authority has an unlimited ability to levy charges on member communities and its service area is large and relatively affluent. Leverage is low and amortizes rapidly.

The authority plans to implement a 3% rate increase for fiscal 2025 (year-end June 30), which will offset rising costs related to inflation. Also, the budget will target coverage of roughly 2.0x and will include a small surplus that will help buffer changes in recycling revenue. The authority estimates coverage of roughly 1.5x, which includes a \$1.1 million surplus for fiscal 2024. The large surplus incorporates a 5% rate increase, lower fuel expenses and positive commodity prices. Coverage in fiscal 2023 declined slightly because

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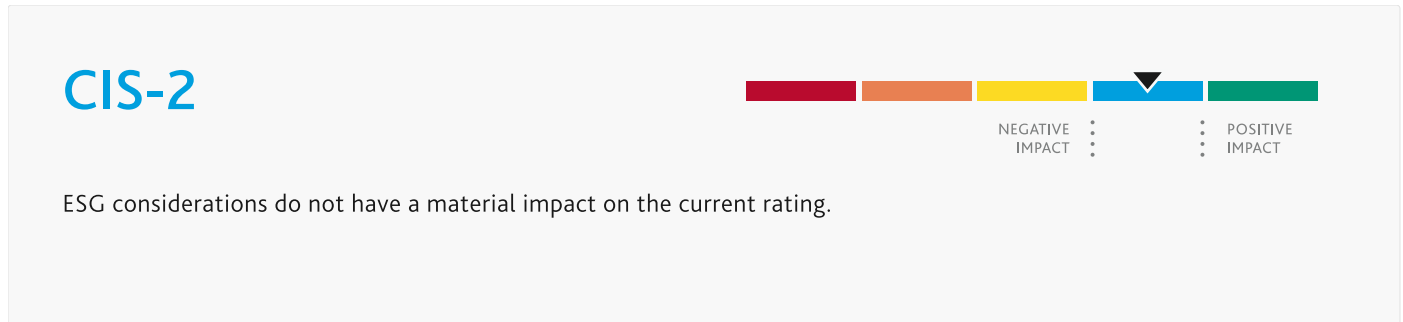
of an unanticipated decrease in recycling revenue. The authority has contracts with its haulers and member communities that go through fiscal 2027, which matches the life of the Series 2016 bonds.

ESG considerations

Southeastern Oakland Cnty. Res. Rec. Auth. MI's ESG credit impact score is CIS-2

Exhibit 2

ESG credit impact score

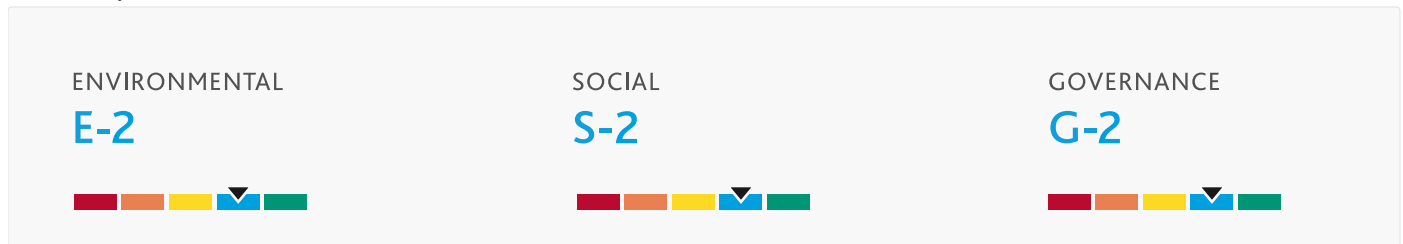


Source: Moody's Investors Service

The authority's ESG Credit Impact Score of **CIS-2** indicates that ESG considerations have a neutral-to-low impact on its credit rating, reflecting moderately negative exposure to environmental risks and neutral-to-low exposure to social and governance risks.

Exhibit 3

ESG issuer profile scores



Source: Moody's Investors Service

Environmental

The authority's E Issuer Profile Score is **E-3**, reflecting moderately negative exposure from waste and pollution. The authority owns several landfills that are must maintained and monitored. The authority's exposure to water management, carbon transition, natural capital, waste and pollution risks are neutral to low.

Social

The authority's **S-2** Issuer Profile Score is **S-2**, reflecting neutral-to-low exposure to most social risks including customer relations, demographic and social trends, health and safety, human capital and responsible production.

Governance

The authority's governance Issuer Profile Score is **G-2** reflecting a moderately negative track record given the authority's recent history of less than sum sufficient coverage. The authority has neutral-to-low exposure to financial strategy, organizational structure, compliance & reporting and board structure risks. The authority was created in 1953 and is governed by a board of trustees comprised of one member from each member municipality. The district has ten-year contracts with its member communities that expire in 2027.

ESG Issuer Profile Scores and Credit Impact Scores for the rated entity/transaction are available on Moody's.com. In order to view the latest scores, please click [here](#) to go to the landing page for the entity/transaction on MDC and view the ESG Scores section.

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March 7, 2024

Board of Trustees
SOCRRA

Subject: Winter Yard Waste

Board Members:

Curbside collection of yard waste is scheduled to begin on Monday, April 1 in all communities except Hazel Park, Oak Park and Royal Oak, which will begin on Monday, March 25. Please let me know if your community wants to begin curbside yard waste collection before those dates.

We are continuing to allow residents to bring bagged yard waste to the Troy Transfer Station this winter. Residents are allowed to bring up to 10 bags of yard waste per day to Troy without making an appointment. Our employees will be checking ID at the gate to ensure that the residents live in one of the SOCRRA communities. As of March 5, 2024, we had already collected over 51 tons of yard waste from our residents.

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

Respectfully submitted,

Eric L Griffin
General Manager

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

March 7, 2024

Board of Trustees
SOCRRA

Subject: Disaster Debris Management Plan Project

Board Members:

The Disaster Debris Management Plan project is proceeding well. We have received draft plans for SOCRRA and for each of the member communities. Those plans are currently being reviewed before being submitted to the communities for review. We will probably be holding another large meeting for representatives of all the communities to review the contents of the plans in early April. Each community will also be requested to provide comments on the plan for their community.

We have been able to identify potential temporary debris management sites within most communities that could be used in case SOCRRA facilities were overwhelmed or were unable to be used. Additional work will be required to determine the suitability of these sites for debris storage and to obtain EGLE approval for use of these sites.

We will be providing each community with their plan and a plan review schedule by March 22.

Respectfully submitted,

Eric L Griffin
General Manager

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

March 7, 2024

Board of Trustees
SOCRRA

Subject: General Manager Transition Status

Board Members:

The first four weeks of my transition to General Manager has gone very well. I found the staff to be welcoming and supportive and patient as I get up to speed. There has been a tremendous amount to learn about all facets of the two Authorities, but I have found good systems and processes in place. It is a very exciting role, and I am thrilled that I was given the opportunity to lead these organizations.

We have been following the transition plan that was outlined at the February Board meeting. We held individual meetings with some members of the Board and external stakeholders, but it will take us longer than anticipated to complete those meetings.

Flagstar, our primary bank, had a major system implementation on February 19th. As a result, they have been unable to provide me with complete access to all of the required banking functions. Those issues combined with Flagstar's questionable financial position has caused us to begin considering our options for replacing them as our primary bank. If Colleen, Jeff and I agree that we should replace Flagstar as our primary bank in the next two weeks, we may make that change and ask for Board ratification of the decision at the April 10th Board meeting.

Our priorities for the next month are:

- Complete individual Board member meetings
- Continue external stakeholder meetings
- Develop FY25 budgets
- Quarterly Reports

We are on target to complete the transition activities by Jeff's May 1, 2024 retirement date.

Respectfully submitted,

Eric L. Griffin
General Manager

Suggested resolution: "That the report on the General Manager Transition Status be received and filed."

March 7, 2024

Board of Trustees
SOCRRA

Subject: Independent Contractor Agreement

Board Members:

At the February board meeting a draft contract for Jeff McKeen was approved to provide consulting services to the Authorities after his retirement. We are proposing a change to the contract for May and June 2024 for review by the Boards. For the first two months of the contract, I am proposing that Mr. McKeen be allowed to provided unlimited hours to SOCWA and SOCRRA without board approval. The rest of the Agreement remains the same:

1. An independent contractor relationship
2. A three-year agreement that can be terminated by either party with 30 day notice
3. Unlimited hours of consulting at the request of the General Manager for the months of May 2024 and June 2024.
4. A maximum of 10 hours of consulting per month at the request of the General Manager for the remaining term of the contract. Additional hours would require Board approval.
5. A prohibition against employment or consulting for any member municipality or any entity with a contractual relationship with SOCWA or SOCRRA, including GLWA.

Following Board approval of these revisions we will move forward with the execution of the contract.

Respectfully submitted,

Eric L Griffin
General Manager

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

INDEPENDENT CONTRACTOR AGREEMENT
FOR CONSULTING SERVICES

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

RECITALS

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

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

WHEREAS, Mr. Jeff McKeen has served at the General Manager since 2002 and will retire in May of 2024; and

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

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

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

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

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

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

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

- In office or remote consulting services on Authority operations and community relationships as necessary, commencing May 1, 2024 with unlimited hours for the months of May and June 2024. Thereafter, a maximum of ten (10) hours per month, unless additional hours are authorized by the Board.

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

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

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

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

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

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

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

- The Contractor does not receive the majority of its annual compensation from Authority.

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

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

11. State and Federal Taxes. Authority will not

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

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

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

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

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

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

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

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

18. **Confidentiality.** Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Authority without Authority's prior written permission except to the extent necessary to perform services on Authority's behalf. Proprietary or confidential information includes

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

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

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

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

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

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

Signatures:

AUTHORITY:

For SOCRRA

By: _____

Its:

Dated: February __, 2024

For SOCWA

By: _____

Its:

Dated February __, 2024

CONTRACTOR:

/s/ _____

Jeff McKeen
59 Stonehurst
Grosse Pointe Shores, MI 48236

Dated: February __, 2024

March 7, 2024

Board of Trustees
SOCRRA

Subject: FOIA Policy

Board Members:

Mr. Davis has developed the attached FOIA policy in order to be in compliance with recent changes in state law. I am recommending that the Board approve the attached FOIA policy.

Respectfully submitted,

Eric L Griffin
General Manager

Suggested Resolution: "That the Board approve the attached FOIA policy."

**SOUTHEASTERN OAKLAND COUNTY
RESOURCE RECOVERY AUTHORITY**

Public Summary of FOIA Procedures and Guidelines

It is the public policy of this state that all persons (except those persons incarcerated in state or local correctional facilities) are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees.

The people shall be informed so that they may fully participate in the democratic process.

Consistent with the Michigan Freedom of Information Act (FOIA), Public Act 442 of 1976, the following is the Written Public Summary of the Southeastern Oakland County Resource Recovery Authority (“SOCRRA”) FOIA Procedures and Guidelines relevant to the general public.

This is only a summary of SOCRRA’s FOIA Procedures and Guidelines. For more details and information, copies of SOCRRA’s FOIA Procedures and Guidelines are available at no charge at SOCRRA’s offices located at **3910 W. Webster Road, Royal Oak, Michigan 48073** and on SOCRRA’s website: www.socrra.org.

1. How do I submit a FOIA request to SOCRRA?

- A request must sufficiently describe a public record so as to enable SOCRRA to find it.
- Please include the words “FOIA” or “FOIA Request” in the request to assist SOCRRA in providing a prompt response.
- Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by SOCRRA may be submitted on SOCRRA’s FOIA Request Form, in any other form of writing (letter, fax, email, etc.), or by verbal request.

- Any verbal request will be documented by SOCRRA on SOCRRA's FOIA Request Form.
- No specific form to submit a written request is required. However a FOIA Request Form and other FOIA-related forms are available for your use and convenience on SOCRRA's website at: www.socrra.org, and at SOCRRA's offices located at **3910 W. Webster Road, Royal Oak, Michigan 48073.**
- Written requests may be delivered to SOCRRA's FOIA Coordinator at SOCRRA's offices in person or by mail:

SOCRRA, 3910 W. Webster Road, Royal Oak, Michigan 48073.

- Requests may be faxed to **SOCRRA's FOIA Coordinator – General Manager** at (248) 435-0310. To ensure a prompt response, faxed requests should contain the term "FOIA" or "FOIA Request" on the first/cover page.
- Requests may be emailed to: _____@[socwa.org](mailto:info@socwa.org), to ensure a prompt response, email requests should contain the term "FOIA" or "FOIA Request" in the subject line.

2. What kind of response can I expect to my request?

- Within 5 business days after receiving a FOIA request SOCRRA will issue a response. If a request is received by fax or email, the request is deemed to have been received on the following business day. SOCRRA will respond to your request in one of the following ways:
 - Grant the request,
 - Issue a written notice denying the request,
 - Grant the request in part and issue a written notice denying in part the request,

- Issue a notice indicating that due to the nature of the request SOCRRA needs an additional 10 business days to respond, or
- Issue a written notice indicating that the public record requested is available at no charge on SOCRRA's website: www.socrra.org
- If the request is granted, or granted in part, SOCRRA will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available.
- If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, SOCRRA will require a deposit before processing the request.

3. **What are SOCRRA's deposit requirements?**

- If SOCRRA made a good faith calculation that the total fee for processing the request will exceed \$50.00, SOCRRA will require that you provide a deposit in the amount of 50% of the total estimated fee. When SOCRRA requests the deposit, it will provide you a non-binding best efforts estimate of how long it will take to process the request after you have paid your deposit.
- If SOCRRA receives a request from a person who has not paid SOCRRA for copies of public records made in fulfillment of a previously granted written request, the SOCRRA will require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when **all** of the following conditions exist:
 - The final fee for the prior written request is not more than 105% of the estimated fee;
 - The public records made available contained the information sought in the prior written request and remain in SOCRRA's possession;

- The public records were made available to the individual, subject to payment, within the best effort time frame estimated by SOCRRA to provide the records;
 - Ninety (90) days have passed since SOCRRA notified the individual in writing that the public records were available for pickup or mailing;
 - The individual is unable to show proof of prior payment to SOCRRA; and
 - SOCRRA has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- SOCRRA will not require the 100% estimated fee deposit if any of the following apply:
 - The person making the request is able to show proof of prior payment in full to SOCRRA;
 - SOCRRA is subsequently paid in full for all applicable prior written requests; or
 - Three hundred sixty five (365) days have passed since the person made the request for which full payment was not remitted to SOCRRA.

4. How does SOCRRA calculate FOIA processing fees?

The Michigan FOIA statute permits SOCRRA to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to SOCRRA.

- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to SOCRRA.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on SOCRRA website if you ask for SOCRRA to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on SOCRRA's website if you ask for SOCRRA to make copies.
- The cost to mail or send a public record to a requestor.

Labor Costs

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- Labor costs will be charged at the hourly wage of the lowest-paid SOCRRA employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. SOCRRA may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- Contracted labor costs will be charged at the hourly rate of \$61.98 (6 times the state minimum hourly wage)

A labor cost will not be charged for the search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to SOCRRA. Costs are unreasonably high when they are excessive and beyond the normal or usual amount for those services compared to SOCRRA usual FOIA requests, because of the nature of the request in the particular instance. SOCRRA must specifically identify the nature of the unreasonably high costs in writing.

Copying and Duplication

SOCRRA must use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

Non-paper Copies on Physical Media

- The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will be charged only if SOCRRA has the technological capability necessary to provide the public record in the requested non-paper physical media format.

Paper Copies

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper.
- Copies for non-standard sized sheets will paper will reflect the actual cost of reproduction.

Mailing Costs

- The cost to mail public records will use a reasonably economical and justified means.

- SOCRRA may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless you request it.

Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the SOCRRA Board a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. SOCRRA's Board may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

5. How do I qualify for an indigence discount on the fee?

SOCRRA will discount the first \$20.00 of fees for a request if you submit an affidavit stating that you are:

- Indigent and receiving specific public assistance; or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

You are **not** eligible to receive the \$20.00 discount if you:

- Have previously received discounted copies of public records from SOCRRA twice during the calendar year; or
- Are requesting information on behalf of other persons who are offering or providing payment to you to make the request.

An affidavit is sworn statement. For your convenience, SOCRRA has provided an Affidavit of Indigence for the waiver of FOIA fees on the back of SOCRRA's FOIA Request Form, which is available on SOCRRA's website:

www.socrra.org,

6. May a nonprofit organization receive a discount on the fee?

A nonprofit organization advocating for developmentally disabled or mentally ill individuals that is formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, may receive a \$20.00 discount if the request meets all of the following requirements in the Act:

- Is made directly on behalf of the organization or its clients.
- Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
- Is accompanied by documentation of its designation by the state, if requested by the public body.

7. How may I challenge the denial of a public record or an excessive fee?

Appeal of a Denial of a Public Record

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may appeal to the SOCRRA Board by filing a written appeal of the denial with the office of the SOCRRA Board.

The appeal must be in writing, specifically state the word “appeal,” and identify the reason or reasons you are seeking a reversal of the denial. You may use SOCRRA’s FOIA Appeal Form (To Appeal a Denial of Records), which is available on the SOCRRA’s website: www.socrra.org

The SOCRRA Board is not considered to have received a written appeal until the first regularly scheduled SOCRRA Board’ meeting following submission of the written appeal. Within 10 business days of receiving the appeal the SOCRRA Board will respond in writing by:

- Reversing the disclosure denial;

- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part.
- Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the SOCRRA Board shall respond to the written appeal.

Whether or not you submitted an appeal of a denial to the SOCRRA Board, you may file a civil action in Oakland County Circuit Court within 180 days after SOCRRA's final determination to deny your request. If you prevail in the civil action the court will award you reasonable attorneys' fees, costs and disbursements. If the court determines that SOCRRA acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1,000.

Appeal of an Excess FOIA Processing Fee

If you believe that the fee charged by SOCRRA to process your FOIA request exceeds the amount permitted by state law, you must first appeal to the SOCRRA Board by filing a written appeal for a fee reduction to the office of SOCRRA Manager.

The appeal must specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. You may use the SOCRRA FOIA Appeal Form (To Appeal an Excess Fee), which is available at the SOCRRA offices located at **3910 W. Webster Road, Royal Oak, Michigan 48073** and on SOCRRA's website: **www.socrra.org**

SOCRRA's Board is not considered to have received a written appeal until the first regularly scheduled SOCRRA Board of Trustee's meeting following submission of the written appeal. Within 10 business days after receiving the appeal, SOCRRA's Board will respond in writing by:

- Waiving the fee;
- Reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;

- Upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which SOCRRA's Board will respond to the written appeal.

Within 45 days after receiving notice of the SOCRRA Board's determination of the processing fee appeal, you may commence a civil action in Oakland County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys' fees, costs and disbursements. If the court determines that SOCRRA acted arbitrarily and capriciously by charging an excessive fee, court may also award you punitive damages in the amount of \$500.

SOUTHEASTERN OAKLAND COUNTY

RESOURCE RECOVERY AUTHORITY

FOIA Procedures and Guidelines

Preamble: Statement of Principles

It is the policy of the Southeastern Oakland County Resource Recovery Authority (“SOCRRA”) that all persons, except those incarcerated, consistent with the Michigan Freedom of Information Act (FOIA), are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The people shall be informed so that they fully participate in the democratic process.

SOCRRA’s policy with respect to FOIA requests is to comply with State law in all respects and to respond to FOIA requests in a consistent, fair, and even-handed manner.

SOCRRA acknowledges that it has a legal obligation to disclose all nonexempt public records in its possession pursuant to a FOIA request. SOCRRA acknowledges that sometimes it is necessary to invoke the exemptions identified under FOIA in order to ensure the effective operation of government and to protect the privacy of individuals.

SOCRRA will protect the public's interest in disclosure while balancing the requirement to withhold or redact portions of certain public records. SOCRRA’s policy is to disclose public records consistent with and in compliance with FOIA.

SOCRRA’s Board has established the following written procedures and guidelines to implement the FOIA and will create a written public summary of the specific procedures and guidelines relevant to the general public regarding how to submit written requests to the public body and explaining how to understand a public body's written responses, deposit requirements, fee calculations, and avenues for challenge and appeal. The written public summary will be written in a manner so as to be easily understood by the general public.

Section 1: General Policies

SOCRRA’s Board, acting pursuant to the authority at MCL 15.236, designates SOCRRA’s General Manager (“Manager”) as the FOIA Coordinator. He or she is authorized to designate other SOCRRA staff to act on his or her behalf to accept and lawfully process written requests for the SOCRRA’s public records.

If a request for a public record is received by fax or email, the request is deemed to have been received on the following business day. If a request is sent by email and delivered to a SOCRRA spam or junk-mail folder, the request is not deemed received until one day after the FOIA Coordinator first becomes aware of the request.

SOCRRA may implement administrative rules, consistent with State law and these Procedures and Guidelines to administer the acceptance and processing FOIA requests.

SOCRRA is not obligated to create a new public record or make a compilation or summary of information which does not already exist. Neither SOCRRA's FOIA Coordinator nor other SOCRRA staff is obligated to provide answers to questions contained in requests for public records or regarding the content of the records.

SOCRRA's FOIA Coordinator shall keep a copy of all written requests for public records received by SOCRRA on file for a period of at least one (1) year.

SOCRRA will make this Procedures and Guidelines document and the Written Public Summary publicly available without charge. If it does not, SOCRRA cannot require deposits or charge fees otherwise permitted under the FOIA until it is in compliance.

A copy of this Procedures and Guidelines document and SOCRRA's Written Public Summary shall be publicly available by providing free copies both in SOCRRA's response to a written request and upon request by visitors at SOCRRA's office.

This Procedures and Guidelines document and SOCRRA's Written Public Summary shall be maintained on SOCRRA's website at: www.socrra.org, so a link to those documents will be provided in lieu of providing paper copies of those documents.

Section 2: Requesting a Public Record

No specific form to submit a request for a public record is required. However the SOCRRA FOIA Coordinator may make available a SOCRRA FOIA Request Form for use by the public.

Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by SOCRRA may be submitted on SOCRRA's FOIA Request Form, in any other form of writing (letter, fax, email, etc.), or by verbal request.

Verbal requests for records may be documented by SOCRRA on SOCRRA's FOIA Request Form.

If a person makes a verbal, non-written request for information believed to be available on SOCRRA's website the person making the request shall be informed of SOCRRA's website address.

A request must sufficiently describe a public record so as to enable SOCRRA personnel to identify and find the requested public record.

Written requests for public records may be submitted in person or by mail to any SOCRRA office. Requests may also be submitted electronically by fax and email. Upon their receipt, requests for public records shall be promptly forwarded to SOCRRA's FOIA Coordinator for processing.

A person may request that public records be provided on non-paper physical media, emailed or otherwise provided to him or her in digital form in lieu of paper copies. SOCRRA will comply with the request only if it possesses the necessary technological capability to provide records in the requested non-paper physical media format.

A person may subscribe to future issues of public records that are created, issued or disseminated by SOCRRA on a regular basis. A subscription is valid for up to 6 months and may be renewed by the subscriber.

A person serving a sentence of imprisonment in a local, state or federal correctional facility is not entitled to submit a request for a public record. The FOIA Coordinator will deny all such requests.

Section 3: Processing a Request

Unless otherwise agreed to in writing by the person making the request, SOCRRA will issue a response within 5 business days of receipt of a FOIA request. If a request is received by fax, email or other electronic transmission, the request is deemed to have been received on the following business day.

SOCRRA will respond to a request in one of the following ways:

- Grant the request.
- Issue a written notice denying the request.
- Grant the request in part and issue a written notice denying in part the request.
- Issue a notice indicating that due to the nature of the request SOCRRA needs an additional 10 business days to respond for a total of no more than 15 business days. Only one such extension is permitted.
- Issue a written notice indicating that the public record requested is available at no charge on the SOCRRA's website.

When a request is granted:

If the request is granted, or granted in part, SOCRRA's FOIA Coordinator will require that payment be made in full for the allowable fees associated with responding to the request before the public record is made available.

SOCRRA's FOIA Coordinator shall provide a detailed itemization of the allowable costs incurred to process the request to the person making the request.

A copy of these Procedures and Guidelines and the Written Public Summary will be provided to the requestor free of charge with the response to a written request for public records, provided however, that because these Procedures and Guidelines, and the Written Public Summary are maintained on SOCRRA's website at: www.socrra.org, a link to the Procedures and Guidelines and the Written Public Summary will be provided in lieu of providing paper copies of those documents.

If the cost of processing a FOIA request is \$50 or less, the requester will be notified of the amount due and where the documents can be obtained.

If the cost of processing a FOIA request is expected to exceed \$50 based on a good-faith calculation, or if the requestor has not paid in full for a previously granted request, SOCRRA will require a good-faith deposit pursuant to Section 4 of this policy before processing the request.

In making the request for a good-faith deposit, SOCRRA's FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by SOCRRA to process the request and also provide a best efforts estimate of a time frame it will take SOCRRA to provide the records to the requestor. The best efforts estimate shall be nonbinding on SOCRRA, but will be made in good faith and will strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.

When a request is denied or denied in part:

If the request is denied or denied in part, the FOIA Coordinator will issue a Notice of Denial which shall provide the following:

- An explanation as to why a requested public record is exempt from disclosure; or
- A certificate that the requested record does not exist under the name or description provided by the requestor, or another name reasonably known by SOCRRA; or
- An explanation or description of the public record or information within a public record that is separated or deleted from the public record; and
- An explanation of the person's right to submit an appeal of the denial to either the office of the SOCRRA Manager or seek judicial review in the Oakland County Circuit Court;
- An explanation of the right to receive attorneys' fees, costs, and disbursements as well actual or compensatory damages, and punitive damages of \$1,000, should they prevail in Circuit Court.
- The Notice of Denial shall be signed by the FOIA Coordinator.

If a request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial indicating that the request is deficient, seek clarification or amendment of the

request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines described in this Section.

Requests to inspect public records:

SOCRRA shall provide reasonable facilities and opportunities for persons to examine and inspect public records during normal business hours. SOCRRA is authorized to promulgate rules regulating the manner in which records may be viewed so as to protect SOCRRA's records from loss, alteration, mutilation or destruction and to prevent excessive interference with normal SOCRRA operations.

Requests for certified copies:

SOCRRA's FOIA Coordinator shall, upon written request, furnish a certified copy of a public record at no additional cost to the person requesting the public record.

Section 4: Fee Deposits

If the fee estimate is expected to exceed \$50.00 based on a good-faith calculation, the requestor will be asked to provide a deposit not exceeding one-half of the total estimated fee.

If a request for public records is from a person who has not paid SOCRRA in full for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator will require a deposit of 100% of the estimated processing fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:

- The final fee for the prior written request is not more than 105% of the estimated fee;
- The public records made available contained the information sought in the prior written request and remain in SOCRRA's possession;
- The public records were made available to the individual, subject to payment, within the time frame estimated by SOCRRA to provide the records;
- Ninety (90) days have passed since SOCRRA's FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- The individual is unable to show proof of prior payment to SOCRRA; and
- The FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.

The FOIA Coordinator will not require an increased estimated fee deposit if any of the following apply:

- The person making the request is able to show proof of prior payment in full to SOCRRA;

- SOCRRA is subsequently paid in full for the applicable prior written request; or
- Three hundred sixty five (365) days have passed since the person made the request for which full payment was not remitted to SOCRRA.

Section 5: Calculation of Fees

A fee may be charged for the labor cost of copying/duplication.

A fee will *not* be charged for the labor cost of search, examination, review and the deletion and separation of exempt from nonexempt information *unless* failure to charge a fee would result in unreasonably high costs to SOCRRA because of the nature of the request in the particular instance, and SOCRRA specifically identifies the nature of the unreasonably high costs.

Costs for the search, examination review, and deletion and separation of exempt from non-exempt information are “unreasonably high” when they are excessive and beyond the normal or usual amount for those services (Attorney General Opinion 7083 of 2001) compared to the costs of SOCRRA’s usual FOIA requests, not compared to SOCRRA’s operating budget. (*Bloch v. Davison Community Schools*, Michigan Court of Appeals, Unpublished, April 26, 2011)

The following factors shall be used to determine an unreasonably high cost to SOCRRA:

- Volume of the public record requested
- Amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
- Whether the public records are from more than one SOCRRA department or whether various SOCRRA offices are necessary to respond to the request.
- The available staffing to respond to the request.
- Any other similar factors identified by SOCRRA’s FOIA Coordinator in responding to the particular request.

The Michigan FOIA statute permits SOCRRA to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to SOCRRA.

- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to SOCRRA.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on SOCRRA's website if you ask for SOCRRA to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on SOCRRA's website if you ask for SOCRRA to make copies.
- The cost to mail or send a public record to a requestor.

Labor costs will be calculated based on the following requirements:

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- Labor costs will be charged at the hourly wage of the lowest-paid SOCRRA employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.
- SOCRRA may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- Contracted labor costs will be charged at the hourly rate of \$61.98 (6 times the state minimum hourly wage).

The cost to provide records on non-paper physical media when so requested will be based on the following requirements:

- Computer disks, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if SOCRRA has the technological capability necessary to provide the public record in the requested non-paper physical media format.

- SOCRRA will procure any non-paper media and will not accept media from the requestor in order to ensure integrity of SOCRRA's technology infrastructure.

The cost to provide paper copies of records will be based on the following requirements:

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.
- SOCRRA will provide records using double-sided printing, if it is cost-saving and available.

The cost to mail records to a requestor will be based on the following requirements:

- The actual cost to mail public records using a reasonably economical and justified means.
- SOCRRA may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless specified by the requestor.

If the FOIA Coordinator does not respond to a written request in a timely manner, SOCRRA must:

- Reduce the labor costs by 5% for each day SOCRRA exceeds the time permitted under FOIA up to a 50% maximum reduction, if *any* of the following applies:
 - SOCRRA's late response was willful and intentional,
 - The written request conveyed a request for information within the first 250 words of the body of a letter facsimile, email or email attachment, or
 - The written request included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy" or a recognizable misspelling of such, or legal code reference to MCL 15. 231, et seq. or 1976 Public Act 442 on the front of an envelope or in the subject line of an email, letter or facsimile cover page.
- Fully note the charge reduction in the Detailed Itemization of Costs Form.

Section 6: Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the SOCRRA Board a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. The SOCRRA Board may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

Section 7: Discounted Fees

Indigence

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request if the person requesting a public record submits an affidavit stating that they are:

- Indigent and receiving specific public assistance, or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

An individual is not eligible to receive the waiver if:

- The requestor has previously received discounted copies of public records from SOCRRA twice during the calendar year; or
- The requestor requests information in connection with other persons who are offering or providing payment to make the request.

An affidavit is sworn statement. The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.

Nonprofit organization advocating for developmentally disabled or mentally ill individuals

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request from:

- A nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, or their successors, if the request meets all of the following requirements:
 - Is made directly on behalf of the organization or its clients.
 - Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
 - Is accompanied by documentation of its designation by the state, if requested by the public body.

Section 8: Appeal of a Denial of a Public Record

When a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may appeal to the SOCRRA Board by filing an appeal of the denial with the office of the SOCRRA Manager.

The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons the requestor is seeking a reversal of the denial. The SOCRRA FOIA Appeal Form (To Appeal a Denial of Records), may be used.

The SOCRRA Board is not considered to have received a written appeal until the first regularly scheduled SOCRRA Board meeting following submission of the written appeal.

Within 10 business days of receiving the appeal the SOCRRA Board will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part; or
- Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the SOCRRA Board shall respond to the written appeal. The SOCRRA Board shall not issue more than 1 notice of extension for a particular written appeal.

If the SOCRRA Board fails to respond to a written appeal, or if the SOCRRA Board upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action in Circuit Court.

Whether or not a requestor submitted an appeal of a denial to the SOCRRA Board, he or she may file a civil action in Oakland County Circuit Court within 180 days after SOCRRA's final determination to deny the request.

If a court that determines a public record is not exempt from disclosure, it shall order SOCRRA to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Failure to comply with an order of the court may be punished as contempt of court.

If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in such an action, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or SOCRRA prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.

If the court determines that SOCRRA has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order SOCRRA to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

Section 9: Appeal of an Excessive FOIA Processing Fee

“Fee” means the total fee or any component of the total fee calculated under section 4 of the FOIA, including any deposit.

If a requestor believes that the fee charged by SOCRRA to process a FOIA request exceeds the amount permitted by state law or under this policy, he or she must first appeal to the SOCRRA Board by submitting a written appeal for a fee reduction to the office of the SOCRRA Manager.

The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. The SOCRRA FOIA Appeal Form (To Appeal an Excess Fee) may be used.

The SOCRRA Board is not considered to have received a written appeal until the first regularly scheduled SOCRRA Board meeting following submission of the written appeal.

Within 10 business days after receiving the appeal, the SOCRRA Board will respond in writing by:

- Waiving the fee;
- Reducing the fee and issuing a written determination indicating the specific basis that supports the remaining fee;
- Upholding the fee and issuing a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the SOCRRA Board will respond to the written appeal. The SOCRRA Board shall not issue more than 1 notice of extension for a particular written appeal.

Where the SOCRRA Board reduces or upholds the fee, the determination must include a certification from the SOCRRA Board that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available procedures and guidelines and Section 4 of the FOIA.

Within 45 days after receiving notice of the SOCRRA Board’s determination of an appeal, the requesting person may commence a civil action in Oakland County Circuit Court for a fee reduction.

If a civil action is commenced against SOCRRA for an excess fee, SOCRRA is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute.

An action shall not be filed in circuit court unless *one* of the following applies:

- SOCRRA does not provide for appeals of fees,
- SOCRRA's Board failed to respond to a written appeal as required, or
- SOCRRA's Board issued a determination to a written appeal.

If a court determines that SOCRRA required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or Section 4 of the FOIA, the court shall reduce the fee to a permissible amount. Failure to comply with an order of the court may be punished as contempt of court.

If the requesting person prevails in court by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages.

If the court determines that SOCRRA has arbitrarily and capriciously violated the FOIA by charging an excessive fee, the court shall order SOCRRA to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

Section 10: Conflict with Prior FOIA Policies and Procedures; Effective Date

To the extent that these Procedures and Guidelines conflict with previous FOIA policies promulgated by the SOCRRA Board or the SOCRRA Administration these Procedures and Guidelines are controlling. To the extent that any administrative rule promulgated by the SOCRRA FOIA Coordinator subsequent to the adoption of this resolution is found to be in conflict with any previous policy promulgated by the SOCRRA Board or the SOCRRA Administration, the administrative rule promulgated by the FOIA Coordinator is controlling.

To the extent that any provision of these Procedures and Guidelines or any administrative rule promulgated by the SOCRRA FOIA Coordinator pertaining to the release of public records is found to be in conflict with any State statute, the applicable statute shall control. The FOIA Coordinator is authorized to modify this policy and all previous policies adopted by the SOCRRA Board or the SOCRRA Administration, and to adopt such administrative rules as he or she may deem necessary, to facilitate the legal review and processing of requests for public records made pursuant to Michigan's FOIA statute, provided that such modifications and rules are consistent with State law. The FOIA Coordinator shall inform the Board of any change in these Policies and Guidelines.

These FOIA Policies and Guidelines become effective _____.

Section 11: Appendix of SOCRRA's FOIA Forms

- **Exhibit # 1** -- Request for Public Records Form
- **Exhibit # 2** -- Notice to Extend Response Time Form
- **Exhibit # 3** -- Notice of Denial Form
- **Exhibit # 4** -- Detailed Cost Itemization Form
- **Exhibit # 5** -- Appeal of Denial of Records Form
- **Exhibit # 6** -- Appeal of Excess Fee Form

Records Located on Website

If SOCRRA directly or indirectly administers or maintains an official internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any labor charges to redact.

If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, SOCRRA must notify the requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, must include a specific webpage address where the requested information is available. On the detailed cost itemization form, SOCRRA must separate the requested public records that are available on its website from those that are not available on the website and must inform the requestor of the additional charge to receive copies of the public records that are available on its website.

If SOCRRA has included the website address for a record in its written response to the requestor and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, SOCRRA must provide the public records in the specified format but may use a fringe benefit multiplier greater than the 50%, not to exceed the actual costs of providing the information in the specified format.

Request for Copies/Duplication of Records on SOCRRA Website

I hereby stipulate that, even if some or all of the records are located on a **SOCRRA** website, I am requesting that SOCRRA make copies of those records on the website and deliver them to me in the format I have requested above. I understand that some FOIA fees may apply.

Requestor's Signature

Date

Overtime Labor Costs

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

Consent to Overtime Labor Costs

I hereby agree and stipulate to SOCRRA using overtime wages in calculating the following labor costs as itemized in the following categories:

- 1. Labor to copy/duplicate
- 2. Labor to locate
- 3a. Labor to redact
- 3b. Contract labor to redact
- 6b. Labor to copy/duplicate records already on **SOCRRA's** website

Requestor's Signature

Date

Request for Discount: Indigence

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**
- 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

- (i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year,
- (ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Office Use: Affidavit Received Eligible for Discount Ineligible for Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request:

Date:

Requestor's Signature:

Request for Discount: Nonprofit Organization

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, if the request meets **ALL** of the following requirements:

- (i) Is made directly on behalf of the organization or its clients.
- (ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.
- (iii) Is accompanied by documentation of its designation by the state, if requested by SOCRRA.

Office Use: Documentation of State Designation Received Eligible for Discount Ineligible for Discount

I stipulate that I am a designated agent for the nonprofit organization making this FOIA request and that this request is made directly on behalf of the organization or its clients and is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931:

Date:

Requestor's Signature:

DRAFT

Notice to Extend Response Time for FOIA Request
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, *et seq.*

Request No.: _____ Date Received: _____ Check if received via: Email Fax Other Electronic Method
Date of This Notice: _____ Date delivered to junk/spam folder: _____
(Please Print or Type) Date discovered in junk/spam folder: _____

Name	Phone	
Firm/Organization	Fax	
Street	Email	
City	State	Zip

Request for: Copy Certified copy Record inspection Subscription to record issued on regular basis
Delivery Method: Will pick up Will make own copies onsite Mail to address above Email to address above
 Deliver on digital media provided by SOCRRA: _____

Record(s) You Requested: (Listed here or see attached copy of original request) _____

We are extending the date to respond to your FOIA request for no more than 10 business days, until _____. Only one extension may be taken per FOIA request. If you have any questions regarding this extension, contact the FOIA Coordinator at SOCRRA, 3910 W. Webster Road, Royal Oak, Michigan 48073, Phone: (248) 288-5150 Fax: (248) 435-0310

Estimated Time Frame to Provide Records: _____ (days or date)
The time frame estimate is nonbinding upon SOCRRA, but SOCRRA is providing the estimate in good faith. Providing an estimated time frame does not relieve a public body from any of the other requirements of this act.

Reason for Extension:

1. SOCRRA needs to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to your request. Specifically, SOCRRA must:

2. SOCRRA needs to collect the requested public records from numerous field offices, facilities, or other establishments that are located apart from SOCRRA office. Specifically, SOCRRA must coordinate documents from the following locations:

3. Other (describe): _____

Signature of FOIA Coordinator:	Date:
---------------------------------------	--------------

SOCRRA: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Southeastern Oakland County Resource Recovery Authority

Denial Form

**3910 W. Webster Road
Royal Oak, Michigan 48073**

Phone: (248) 288-5150 Fax: (248) 435-0310

DRAFT

Notice of Denial of FOIA Request

Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: _____ **Date Received:** _____ Check if received via: Email Fax Other Electronic Method

Date of This Notice: _____ **Date delivered to junk/spam folder:** _____

(Please Print or Type) **Date discovered in junk/spam folder:** _____

Request for: Copy Certified copy Record inspection Subscription to record issued on regular basis

Name	Phone
Firm/Organization	Fax
Street	Email
City	State Zip

Delivery Method: Will pick up Will make own copies onsite Mail to address above Email to address above
 Deliver on digital media provided by SOCRRA: _____

Record(s) You Requested: _____

All OR **Part** of your request for records has been denied. Please refer to this form for an explanation. If you have any questions regarding this denial, contact FOIA Coordinator at SOCRRA, 3910 W. Webster Road, Royal Oak, MI 48073, Phone: (248) 288-5150 Fax: (248) 435-0310.

Reason for Denial:

1. Exempt from Disclosure: This item is exempt from disclosure under FOIA Section 13, Subsection _____, because: _____

2. Record Does Not Exist: This item does not exist under the name provided in your request or by another name reasonably known to SOCRRA. A certificate that the public record does not exist under the name given is attached. If you believe this record does exist, provide a description that will enable us to locate the record: _____

3. Redaction: A portion of the requested record had to be separated or deleted (redacted) as it is exempt under FOIA Section 13, Subsection _____, because: _____

A brief description of the information that had to be separated or deleted: _____

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to SOCRRA Board or to commence an action in the Oakland County Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that SOCRRA has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: _____

Date: _____

FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10.

- (1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:
- (a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.
 - (b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.
- (2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:
- (a) Reverse the disclosure denial.
 - (b) Issue a written notice to the requesting person upholding the disclosure denial.
 - (c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.
 - (d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.
- (3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).
- (4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.
- (5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.
- (6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).
- (7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015

SOCRRA: Keep original and provide copies of both sides of each sheet, along with Public Summary, to requestor at no charge.

Southeastern Oakland County Resource Recovery Authority
 3910 W. Webster Road, Royal Oak, MI. 48073
 Phone: (248) 288-5150
 Fax: (248) 435-0310

Detailed Cost Itemization

DRAFT

Freedom of Information Act Request Detailed Cost Itemization

Date: _____ Prepared for Request No.: _____ Date Request Received: _____

The following costs are being charged in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to SOCRRA'S FOIA Policies and Guidelines.

1. Labor Cost for Copying / Duplication

This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.

This shall not be more than the hourly wage of SOCRRA's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in _____-minute time increments as set by SOCRRA Board (for example: 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than one increment, there is no charge.

Hourly Wage Charged: \$ _____

Charge per increment: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

OR

Multiply the hourly wage by the percentage multiplier: _____% (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ _____

To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:

Number of increments

1. Labor Cost

x _____ = \$ _____

Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

2. Labor Cost to Locate:

This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. **This fee is being charged because failure to do so will result in unreasonably high costs to SOCRRA that are excessive and beyond the normal or usual amount for those services compared to SOCRRA's usual FOIA requests, because of the nature of the request in this particular instance, specifically:** _____

SOCRRA will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in _____-minute time increments (must be 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Wage Charged: \$ _____

Charge per increment: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

OR

Multiply the hourly wage by the percentage multiplier: _____% (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ _____

To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:

Number of increments

2. Labor Cost

x _____ = \$ _____

Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a SOCRRA employee. If contracted, use No. 3b instead).

SOCRRA will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to SOCRRA that are excessive and beyond the normal or usual amount for those services compared to SOCRRA's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

This is the cost of labor of a **SOCRRA employee**, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of SOCRRA's **lowest-paid employee** capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in _____-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ _____

Charge per increment: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

OR

Multiply the hourly wage by the percentage multiplier: _____% (*up to 50% of the hourly wage*) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ _____

Overtime rate charged as stipulated by Requestor (*overtime is not used to calculate the fringe benefit cost*)

To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:

Number of increments

3a. Labor Cost

x _____ = \$ _____

3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a contractor, such as the attorney. If using in-house employee, use No. 3a instead.)

SOCRRA will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to SOCRRA that are excessive and beyond the normal or usual amount for those services compared to SOCRRA's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

As SOCRRA does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a **contractor** (i.e.: outside attorney), including necessary review, directly associated with separating and deleting exempt information from nonexempt information. This shall not exceed an amount equal to 6 times the state minimum hourly wage rate of _____ (*currently \$10.33*).

Name of contracted person or firm: _____

These costs will be estimated and charged in _____-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Cost Charged: \$ _____

Charge per increment: \$ _____

To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down to: _____ increments. Enter below:

Number of increments

3b. Labor Cost

x _____ = \$ _____

4. Copying / Duplication Cost:

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection).

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 1/2 x 11-inch, single and double-sided): _____ cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): _____ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- **Circle applicable:** Disc / Tape / Drive / Other Digital Medium Cost per Item: _____

The cost of paper copies **must** be calculated as a total cost per sheet of paper. The fee **cannot exceed** 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. SOCRRA must utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

Number of Sheets:

x _____ = \$ _____
x _____ = \$ _____

Costs:

x _____ = \$ _____

No. of Items:

x _____ = \$ _____

4. Total Copy Cost

\$ _____

5. Mailing Cost:

SOCRRA will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.

- SOCRRA **may** charge for the least expensive form of postal delivery confirmation.
- SOCRRA **cannot** charge more for expedited shipping or insurance unless specifically requested by the requestor.*

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp
\$ _____ per pound
\$ _____ per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

*Expedited Shipping or Insurance as Requested: \$ _____

Number of Envelopes or Packages:

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

Costs:

5. Total Mailing Cost

\$ _____

* Requestor has requested expedited shipping or insurance

6a. Copying/Duplicating Cost for Records Already on SOCRRA's Website:

If the public body has included the website address for a record in its written response to the requestor, and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or non-paper physical digital media, SOCRRA will provide the public records in the specified format and may charge copying costs to provide those copies.

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 1/2 x 11-inch, single and double-sided): _____ cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): _____ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- Circle applicable: Disc / Tape / Drive / Other Digital Medium Cost per Item: _____

Requestor has stipulated that some / all of the requested records that are already available on SOCRRA's website be provided in a paper or non-paper physical digital medium.

Number of Sheets:

x _____ = \$ _____
x _____ = \$ _____

x _____ = \$ _____

No. of Items:

x _____ = \$ _____

Costs:

6a. Web Copy Cost
\$ _____

6b. Labor Cost for Copying/Duplicating Records Already on SOCRRA's Website:

This shall not be more than the hourly wage of SOCRRA's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor. These costs will be estimated and charged in _____-minute time increments (i.e.: 15-minutes or more); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ _____

Charge per increment: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

OR

Multiply the hourly wage by the percentage multiplier: _____% and add to the hourly wage for a total per hour rate. SOCRRA may use a fringe benefit multiplier greater than the 50% limitation, not to exceed the actual costs of providing the information in the specified format.

Charge per increment: \$ _____

Overtime rate charged as stipulated by Requestor

To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:

Number of increments

x _____ = \$ _____

6b. Web Labor Cost

6c. Mailing Cost for Records Already on SOCRRA's Website:

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp / per pound / per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

*Expedited Shipping or Insurance as Requested: \$ _____

* Requestor has requested expedited shipping or insurance

Number:

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

Costs:

6c. Web Mailing Cost
\$ _____

Subtotal Fees Before Waivers, Discounts or Deposits:

Cost estimate
 Bill

- 1. Labor Cost for Copying: \$ _____
 - 2. Labor Cost to Locate: \$ _____
 - 3a. Labor Cost to Redact: \$ _____
 - 3b. Contract Labor Cost to Redact: \$ _____
 - 4. Copying/Duplication Cost: \$ _____
 - 5. Mailing Cost: \$ _____
 - 6a. Copying/Duplication of Records on Website: \$ _____
 - 6b. Labor Cost for Copying Records on Website: \$ _____
 - 6c. Mailing Costs for Records on Website: \$ _____
- Subtotal Fees: \$ _____

Estimated Time Frame to Provide Records:
 _____ (days or date)

The time frame estimate is nonbinding upon SOCRRA, but SOCRRA is providing the estimate in good faith. Providing an estimated time frame does not relieve SOCRRA from any of the other requirements of this act.

Waiver: Public Interest

A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if SOCRRA determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.

All fees are waived **OR** All fees are reduced by: _____ %

Subtotal Fees After Waiver: \$ _____

Discount: Indigence

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**
- 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

- (i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, **OR**
- (ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Eligible for Indigence Discount

Subtotal Fees After Discount (subtract \$20): \$ _____

Discount: Nonprofit Organization

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets **ALL** of the following requirements:

- (i) Is made directly on behalf of the organization or its clients.
- (ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.
- (iii) Is accompanied by documentation of its designation by the state, if requested by SOCRRA.

Eligible for Nonprofit Discount

Subtotal Fees After Discount (subtract \$20): \$ _____

<p>Deposit: Good Faith SOCRRA may require a good-faith deposit in either its initial response or a subsequent response before providing the public records to the requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee. Percent of Deposit: _____%</p>	Date Paid: _____	Deposit Amount Required: \$ _____
<p>Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full After SOCRRA has granted and fulfilled a written request from an individual under this act, if SOCRRA has not been paid in full the total amount of fees for the copies of public records that SOCRRA made available to the individual as a result of that written request, SOCRRA may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:</p> <p>(a) The final fee for the prior written request was not more than 105% of the estimated fee. (b) The public records made available contained the information being sought in the prior written request and are still in SOCRRA's possession. (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request. (d) Ninety (90) days have passed since SOCRRA notified the individual in writing that the public records were available for pickup or mailing. (e) The individual is unable to show proof of prior payment to SOCRRA. (f) SOCRRA calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit.</p> <p>SOCRRA can no longer require an increased estimated fee deposit from an individual if ANY of the following apply:</p> <p>(a) The individual is able to show proof of prior payment in full to SOCRRA, OR (b) SOCRRA is subsequently paid in full for the applicable prior written request, OR (c) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to SOCRRA.</p>	Date Paid: _____	Percent Deposit Required: _____ % Deposit Required: \$ _____
<p>Late Response Labor Costs Reduction If SOCRRA does not respond to a written request in a timely manner as required under MCL 15.235(2), SOCRRA must do the following:</p> <p>(a) Reduce the charges for labor costs otherwise permitted by 5% for each day SOCRRA exceeds the time permitted for a response to the request, with a maximum 50% reduction, if EITHER of the following applies:</p> <p>(i) The late response was willful and intentional, OR</p> <p>(ii) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy", or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.</p>	Number of Days Over Required Response Time: _____ Multiply by 5% = Total Percent Reduction: _____	Total Labor Costs \$ _____ Minus Reduction \$ _____ = Reduced Total Labor Costs \$ _____
<p>The Public Summary of SOCRRA's FOIA Procedures and Guidelines is available free of charge from: Website: www.socrra.org Email: _____@socwa.org Phone: (248) 288-5150 Address: 3910 W. Webster Road, Royal Oak, MI 48073</p> <p style="text-align: center;">Request Will Be Processed, But Balance Must Be Paid Before Copies May Be Picked Up, Delivered or Mailed</p>	Date Paid: _____	Total Balance Due: \$ _____

SOCRRA: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Southeastern Oakland County Resource Recovery Authority
3910 W. Webster Road
Royal Oak, Michigan 48073
Phone: (248) 288-5150 Fax: (248) 435-0310

Denial Appeal Form

DRAFT

FOIA Appeal Form—To Appeal a Denial of Records
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: _____ Date Received: _____ Check if received via: Email Fax Other Electronic Method

Name	Phone	
Firm/Organization	Fax	
Street	Email	
City	State	Zip

Date of This Notice: _____ Date delivered to junk/spam folder: _____
(Please Print or Type) Date discovered in junk/spam folder: _____

Request for: Copy Certified copy Record inspection Subscription to record issued on regular basis
Delivery Method: Will pick up Will make own copies onsite Mail to address above Email to address above
 Deliver on digital media provided by SOCRRA: _____

Record(s) You Requested: _____

Reason(s) for Appeal:

The appeal must identify the reason(s) for the denial. You may use this form or attach additional sheets:

Requestor's Signature: _____ Date: _____

SOCRRA Response:

SOCRRA must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

SOCRRA Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until _____
Only one extension may be taken per FOIA appeal.
Unusual circumstances warranting extension: _____

If you have any questions regarding this extension, contact: _____

SOCRRA Determination:

Denial Reversed Denial Upheld Denial Reversed in Part and Upheld in Part

The following previously denied records will be released: _____

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to SOCRRA Board or to commence an action in the Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that SOCRRA has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: _____

Date: _____

FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10.

- (1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:
- (a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.
 - (b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.
- (2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:
- (a) Reverse the disclosure denial.
 - (b) Issue a written notice to the requesting person upholding the disclosure denial.
 - (c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.
 - (d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.
- (3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).
- (4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.
- (5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.
- (6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).
- (7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015.

SOCRRA: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Southeastern Oakland County Resource Recovery Authority
3910 W. Webster Road
Royal Oak, Michigan 48073
Phone: (248) 288-5150 Fax: (248) 435-0310

Fee Appeal Form

DRAFT

FOIA Appeal Form—To Appeal an Excess Fee
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: _____ **Date Received:** _____ **Check if received via:** Email Fax Other Electronic Method
Date of This Notice: _____ **Date delivered to junk/spam folder:** _____
(Please Print or Type) **Date discovered in junk/spam folder:** _____

Name	Phone	
Firm/Organization	Fax	
Street	Email	
City	State	Zip

Request for: Copy Certified copy Record inspection Subscription to record issued on regular basis
Delivery Method: Will pick up Will make own copies onsite Mail to address above Email to address above
 Deliver on digital media provided by SOCRRA: _____

Record(s) You Requested: _____

Reason(s) for Appeal:

The appeal must specifically identify how the required fee(s) exceed the amount permitted. You may use this form or attach additional sheets:

Requestor's Signature: _____ **Date:** _____

SOCRRA Response:

SOCRRA must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

SOCRRA Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until _____.
Only one extension may be taken per FOIA appeal.
Unusual circumstances warranting extension: _____

If you have any questions regarding this extension, contact: _____

SOCRRA Determination: Fee Waived Fee Reduced Fee Upheld

Written basis for SOCRRA determination:

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10a of the Michigan Freedom of Information Act, MCL 15.240a, to appeal a FOIA fee that you believe exceeds the amount permitted under SOCRRA's written Procedures and Guidelines to SOCRRA Board or to commence an action in the Circuit Court for a fee reduction within 45 days after receiving the notice of the required fee or a determination of an appeal to SOCRRA Board. If a civil action is commenced in court, SOCRRA is not obligated to compete processing the request until the court resolves the fee dispute. If the court determines that SOCRRA required a fee that exceeded the permitted amount, the court shall reduce the fee to a permissible amount. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: _____ **Date:** _____

FREEDOM OF INFORMATION ACT (EXCERPT)
Act 442 of 1976

15.240a.added Fee in excess of amount permitted under procedures and guidelines or MCL 15.234.

Sec. 10a.

(1) If a public body requires a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4, the requesting person may do any of the following:

(a) If the public body provides for fee appeals to the head of the public body in its publicly available procedures and guidelines, submit to the head of the public body a written appeal for a fee reduction that specifically states the word "appeal" and identifies how the required fee exceeds the amount permitted under the public body's available procedures and guidelines or section 4.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, in the court of claims, for a fee reduction. The action must be filed within 45 days after receiving the notice of the required fee or a determination of an appeal to the head of a public body. If a civil action is commenced against the public body under this subdivision, the public body is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute. An action shall not be filed under this subdivision unless 1 of the following applies:

(i) The public body does not provide for appeals under subdivision (a).

(ii) The head of the public body failed to respond to a written appeal as required under subsection (2).

(iii) The head of the public body issued a determination to a written appeal as required under subsection (2).

(2) Within 10 business days after receiving a written appeal under subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Waive the fee.

(b) Reduce the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the remaining fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available procedures and guidelines and section 4.

(c) Uphold the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the required fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the fee amount complies with the public body's publicly available procedures and guidelines and section 4.

(d) Issue a notice extending for not more than 10 business days the period during which the head of the public body must respond to the written appeal. The notice of extension shall include a detailed reason or reasons why the extension is necessary. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a).

(4) In an action commenced under subsection (1)(b), a court that determines the public body required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4 shall reduce the fee to a permissible amount. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located. The court shall determine the matter de novo, and the burden is on the public body to establish that the required fee complies with its publicly available procedures and guidelines and section 4. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If the requesting person prevails in an action commenced under this section by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by charging an excessive fee, the court shall order the public body to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

(8) As used in this section, "fee" means the total fee or any component of the total fee calculated under section 4, including any deposit.

History: Add. 2014, Act 563, Eff. July 1, 2015