

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

# AGENDA

# Regular Meeting – Wednesday, October 11, 2023 – 1:00 p.m.

# Hazel Park Recreation Center, 620 W. Woodward Heights

## **Regular Meeting**

- 1. Meeting Called to Order
- 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 September 13, 2023
- B. Approval of Warrants No. RA 850
- C. Information Reports
  - 1) Tonnage Analysis September 2023
  - 2) Tonnage Percentages September 2023
  - 3) Budget Analysis September 2023
  - 4) Budget Analysis July 2023 September 2023
  - 5) Financial Status Summary September 2023
  - 6) Compost Delivered to Members
- D. Second Amendment to CEO Agreement

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- E. Electrical Work Glacier Robot Project
- F. Agreement with the City of Ferndale
- G. Easement for RCOC for GLWA 96" Water Main Project
- H. Rental of Loader Compost Site
- 5. Administrative Reports (No Board Action Requested)
  - A. Operations Update
  - B. Fall Leaf Season Operations
- 6. Future Business (Communication from Board Members)
- 7. Items for Decision (Board Action Requested)
  - A. Reimbursement for Medicare Eligible Retiree Health Insurance
  - B. Easement for GLWA for GLWA 96" Water Main Project

#### **Joint Meeting**

- 1. General Manager Candidate Interview
- 2. Discussion Regarding General Manager Search Process

#### 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.

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August 9, 2023 – Regular Meeting Minutes – Approved –	
Warrant No. RA – 849 – Approved –	
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Rental Property Report – Received and Filed –	
Scale Software Update – Approved –	
RRS Proposal for Recycling Audit Services – Approved –	
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Operations Update – Received and Filed –	13454
Contract Extension – Padnos – Approved –	13455
Contract Extension – Royal Oak Recycling – Approved –	13456
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Contract Extension – CEO – Approved –	13459
Adjourned –	13460

#### SOCRRA REGULAR MEETING MINUTES

#### Wednesday, September 13, 2023 - Pleasant Ridge Community Center

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

Present	Votes	Municipality
Shawn Young	4	Berkley
Jeff Campbell	3	Beverly Hills
Jana Ecker	6	Birmingham
Trever Zablocki	3	Clawson
Andrea Bomar	5	Ferndale
Andy LeCureaux	3	Hazel Park
Chris Wilson	2	Huntington Woods
Karen Miller	1	Lathrup Village
Dave DeCoster	5	Oak Park
Jim Breuckman	1	Pleasant Ridge
Kurt Bovensiep	<u>15</u>	Troy
Total	48	

Absent Aaron Filipski VotesMunicipality14Royal Oak

<u>Also Present</u> Jeff McKeen, General Manager Robert Jackovich, Operations Manager Robert Davis, General Counsel Colette Farris, Organizational Development Manager Tom Jones, Hazel Park Scott Zielinski, Birmingham Shanon Caramagno-Rupkus, Car Trucking Bob Zee, Tringali Sanitation

#### -13450 -

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

That the Board approve the recommendation of the Advisory Committee and engage Ms. Newman to invite the six selected candidates to interview for the General Manager position.

#### **ROLL CALL VOTE**

Yeas: Young, Campbell, Ecker, Zablocki, Bomar, LeCureaux, Wilson, DeCoster, Breuckman, Bovensiep (47 votes)
Nays: Miller (1 vote)
Absent: Filipski (14 votes)

#### Motion carried.

#### -13451-

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.

#### -13452-

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

That the Agenda be approved as submitted.

Yeas: Young, Campbell, Ecker, Zablocki, Bomar, LeCureaux, Wilson, Miller, DeCoster, Breuckman, Bovensiep (48 votes)
Nays: None
Absent: Filipski (14 votes)

#### Motion carried.

#### -13453-

#### APPROVAL OF CONSENT AGENDA

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

That the Consent Agenda be approved.

#### **APPROVAL OF MEETING MINUTES**

That the minutes of the Regular Meeting of August 9, 2023 be approved as submitted.

#### APPROVAL OF WARRANT - NO. RA-849

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That Warrant RA-849 in the amount of \$2,587,018.81 be approved and payments authorized.

#### **INFORMATION REPORTS**

That the monthly information reports be received and filed.

#### **RENTAL PROPERTY REPORT**

That the Rental Property Report be received and filed.

#### SCALE SOFTWARE UPGRADE

That the Board authorize Infoview Services to revise the scale software at a cost not to exceed \$12,660 under the Professional Services section of SOCRRA's Purchasing Policy.

#### **RRS PROPOSAL FOR RECYCLING AUDIT SERVICES**

That the Board authorize Task 1—Baseline Audit on the attached proposal from RRS at a cost of \$12,649.

#### **ROLL CALL VOTE**

Yeas:	Young, Campbell, Ecker, Zablocki, Bomar, LeCureaux, Wilson, Miller,
	DeCoster, Breuckman, Bovensiep (48 votes)
Nays:	None
Absent:	Filipski (14 votes)

#### Motion carried.

#### -13454-

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

That the report on Operations Update be received and filed.

 Yeas: Young, Campbell, Ecker, Zablocki, Bomar, LeCureaux, Wilson, Miller, DeCoster, Breuckman, Bovensiep (48 votes)
 Nays: None
 Absent: Filipski (14 votes)

#### Motion carried.

#### -13455-

Motion by Ms. J. Ecker, supported by Ms. K. Miller:

That the Board authorizes the approval of a one-year extension of the paper brokering agreement with Padnos.

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#### **ROLL CALL VOTE**

Yeas: Young, Campbell, Ecker, Zablocki, Bomar, LeCureaux, Wilson, Miller, DeCoster, Breuckman, Bovensiep (48 votes)
Nays: None
Absent: Filipski (14 votes)

#### Motion carried.

-13456-

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

That the Board authorizes the approval of a one-year extension of the paper brokering agreement with Royal Oak Recycling.

#### **ROLL CALL VOTE**

Yeas: Young, Campbell, Ecker, Zablocki, Bomar, LeCureaux, Wilson, Miller, DeCoster, Breuckman, Bovensiep (48 votes)
Nays: None
Absent: Filipski (14 votes)

#### Motion carried.

#### -13457-

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

That the Board endorse the Storm and Disaster Debris Plan Project, subject to final review and approval by Mr. Davis.

#### **ROLL CALL VOTE**

Yeas:	Young, Campbell, Ecker, Zablocki, Bomar, LeCureaux, Wilson, Miller,
	DeCoster, Breuckman, Bovensiep (48 votes)
Nays:	None
Absent:	Filipski (14 votes)

Motion carried.

#### -13458-

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

That the Board approve the Grant Agreement with Glacier Robotics subject to the development of a final agreement that is acceptable to SOCRRA, Mr. Davis and Glacier and that the Board authorizes the General Manager to execute the Grant Agreement.

#### **ROLL CALL VOTE**

Yeas: Young, Campbell, Ecker, Zablocki, Bomar, LeCureaux, Wilson, Miller, DeCoster, Breuckman, Bovensiep (48 votes)
Nays: None
Absent: Filipski (14 votes)

#### Motion carried.

-13459-

Motion by Mr. K. Bovensiep, supported by Mr. D. DeCoster:

That the Board approves the Amendment to Agreement between SOCRRA and the Center for Employment Opportunities and authorizes the General Manager to execute the Amendment.

#### **ROLL CALL VOTE**

Yeas: Young, Campbell, Ecker, Zablocki, Bomar, LeCureaux, Wilson, Miller, DeCoster, Breuckman, Bovensiep (48 votes)
Nays: None
Absent: Filipski (14 votes)

#### Motion carried.

#### -13460-

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

That the meeting be adjourned.

Yeas:	Young, Campbell, Ecker, Zablocki, Bomar, LeCureaux, Wilson, Miller,
	DeCoster, Breuckman, Bovensiep (48 votes)
Nays:	None
Absent:	Filipski (14 votes)

The Chair ordered the meeting adjourned at 10:48 a.m.

APPROVED: \_

Chair

Secretary

ACCT. 1009

#### CHECK # PAYEE AMOUNT PURPOSE Airgas USA LLC 302.84 Supplies - TS, CS 79807 79808 Alta Equipment Company 411.99 Maintenance of Equipment - MRF 79809 **Cintas Corporation** 451.62 Maintenance of Building - MRF Davis Listman PLLC 79810 2,768.06 Legal Services **GFL Environmental USA** 196.00 Collection Contract 79811 79812 Home Depot Credit Services 164.16 Tools - MRF 370.64 Maintenance of Equipment - TS 79813 Lyden Oil Company 79814 McNaughton McKay 1,339.90 Maintenance of Building - MRF, TS, Maintenance of Equipment - MRF The City of Madison Heights 21,571.72 Host Community Fee, Utilities - MH 79815 79816 Machinex Technologies Inc 334.98 Maintenance of Equipment - MRF 76.95 Maintenance of Equipment - CS 79817 **O'Reilly Auto Parts** 1,197.69 Consulting 79818 Plante & Moran 79819 7.353.07 Fuel - TS. CS **RKA Petroleum Companies Inc.** 79820 **Rose Pest Solutions** 432.00 Maintenance of Property & Grounds - TS 79821 Specialty Employment Services Inc. - Sentech 3,743.26 Temporary Staffing - MRF 79822 Teamsters Local #214 991.00 Union Dues 79823 Fontenot Landscape Services LLC 48,805.00 Brush Chipping 113.43 Employee Optical Dental Reimbursement 79824 **Employee Optical Dental Reimbursement** 79825 **Bandit Industries** 2,739.56 Maintenance of Equipment - CS **ERG Environmental Services** 2.068.00 HHW - MRF 79826 324.00 Employee Optical Dental Reimbursement 79827 **Employee Optical Dental Reimbursement** 79828 TWN Consulting LLC 1,704.50 HR Consulting 79829 Michigan Municipal League 200.00 Annual Membership 79830 Tringali Sanitation 500.00 Collection Contract 79831 **Tringali Sanitation** 12.279.71 Collection Contract 79832 Tringali Sanitation 68,570.64 Collection Contract 1.694.00 Collection Contract 79833 Tringali Sanitation Airgas USA LLC 317.65 Supplies - TS Voided Check 0.00 Voided Check Car Trucking 101,340.60 Collection Contract

79834 79835 79836 79837 **Contractors Connection** 289.40 Maintenance of Property & Grounds - CS 881.11 Maintenance of Equipment - MRF, TS, CS 79838 Fire Defense Equipment Co 79839 **Employee Optical Dental Reimbursement** 1,317.00 Employee Optical Dental Reimbursement 514.38 Tools - TS 79840 Home Depot Credit Services 79841 **IRIS Waste Diversion Specialists Inc.** 996.88 Recycling Education

ACCT. 1009

#### CHECK # PAYEE AMOUNT PURPOSE 16,625.00 Storm Brush Chipping 79842 J.H. Hart Urban Forestry 2,932.50 Equipment Rental - MRF 79843 MacAllister Rentals 79844 Michigan Cat 2,645.04 Maintenance of Equipment - MRF Plante & Moran 19.500.00 2022-2023 Audit 79845 Propane Services/Superior Plus Energy Services 270.90 Fuel - MRF 79846 79847 Specialty Employment Services Inc. - Sentech 1,579.41 Temporary Staffing - MRF S&S Parts LLC 974.59 Maintenance of Equipment - CS 79848 79849 Tringali Sanitation 17,753.12 Collection Contract 3,806.23 Supplies - MRF 79850 Uline 79851 Leadpoint 28,982.82 Temporary Staffing - MRF 5,000.00 Equipment Rental - MRF 79852 IDF Clean-up Inc 30.00 Office Expense 79853 Routeware 79854 Alerus Financial 2,983.37 Deferred Compensation 79855 Fire Rover LLC 2,210.00 Maintenance of Equipment - MRF 79856 ArborOakland Group 3,322.29 Office Expense 1,499.85 Maintenance of Property & Grounds - TS 79857 Progressive Sweeping Contractors Inc. 79858 Cintas Corporation 236.43 Maintenance of Building - MRF 79859 **GFL Environmental USA** 99.668.06 Collection Contract 79860 **GFL Environmental USA** 66,717.25 Collection Contract CCP industries 341.05 Supplies - MRF 79861 79862 Alta Equipment Company 840.90 Maintenance of Equipment - CS 46.818.34 Collection Contract 79863 Car Trucking 79864 Flor-Dri Supply Co. Inc. 543.00 Supplies - TS 79865 Home Depot Credit Services 216.90 Maintenance of Building, Tools - TS 79866 Latigo Transport Inc. 1,159.44 Hauling Compost 79867 **O'Reilly Auto Parts** 47.42 Supplies - CS **RKA Petroleum Companies Inc.** 7.497.97 Fuel - CS 79868 432.00 Maintenance of Property & Grounds - TS 79869 **Rose Pest Solutions** 79870 Total Packaging Concepts 2,340.00 Supplies - MRF 12,652.31 Reimburse SOCWA Administrative Wages 79871 SOCWA 79872 Leadpoint 23,473.66 Temporary Staffing - MRF IDF Clean-up Inc 5,000.00 Equipment Rental - MRF 79873 79874 **ERG Environmental Services** 2,820.00 HHW - MRF 1,999.40 Maintenance of Building - MRF 79875 Metro Detroit Integrated Systems LLC 79876 Michigan Conference of Teamsters Welfare Fund 15,031.00 Health Insurance

ACCT. 1009

#### CHECK # PAYEE AMOUNT PURPOSE 1,711.25 Maintenance of Equipment - CS 79877 Pirtek Auburn Hills 79878 Progressive Sweeping Contractors Inc. 1.321.20 Maintenance of Property & Grounds - TS. CS 79879 Dennis' Service Center 1,921.42 Maintenance of Equipment - CS **GEL Environmental USA** 219.797.32 Collection Contract 79880 **GFL Environmental USA** 5,512.50 Collection Contract 79881 79882 Tringali Sanitation 847.00 Collection Contract 2,845.92 Collection Contract 79883 Tringali Sanitation 79884 Tringali Sanitation 5,082.00 Collection Contract **Tringali Sanitation** 318.015.06 Collection Contract 79885 79886 Interstate Billing Services Inc 3,664.74 Maintenance of Equipment - MRF 124.892.03 Collection Contract 79887 Car Trucking 472.86 Maintenance of Building - MRF 79888 Cintas Corporation 79889 United States Treasury 36.00 Q2 2022 PCORI Fees 79890 Fire Defense Equipment Co 141.88 Maintenance of Property & Grounds - MRF 79891 **GFL Environmental USA** 245.26 Collection Contract Voided Check 0.00 Voided Check 79892 79893 Home Depot Credit Services 649.51 Maintenance of Building - TS, Maintenance of Equipment - MRF, Tools - TS 79894 Jay's Septic Tank Service 500.00 Maintenance of Equipment - TS, CS 79895 Latigo Transport Inc. 1,234.88 Hauling Compost 1,356.92 Maintenance of Building - TS 79896 McNaughton McKay 17.63 Maintenance of Equipment - TS 79897 Madison Electric Company 3,412.81 Maintenance of Equipment - MRF 79898 Machinex Technologies Inc 79899 Propane Services/Superior Plus Energy Services 270.90 Fuel - MRF 79900 **RKA Petroleum Companies Inc.** 2.560.75 Fuel - TS 79901 Specialty Employment Services Inc. - Sentech 3,412.40 Temporary Staffing - MRF 523.38 Life Insurance 79902 Standard Insurance Company Teamsters Local #214 966.00 Union Dues 79903 79904 Total Packaging Concepts 115.00 Supplies - MRF City of Troy - Water 79905 628.30 Utilities - MRF, TS 79906 SOCWA 12,352.13 Reimburse SOCWA Administrative Wages 79907 19,769.56 Temporary Staffing - MRF Leadpoint 79908 Strategic Materials Inc 21,568.07 Glass Recycling - MRF 79909 Occupational Health Centers of Michigan PC 288.00 New Hie Physical 3,272.07 Deferred Compensation 79910 Alerus Financial 79911 The Huntington National Bank 17,339.10 Compost Screener & Grinder

RRA 850

CHECK #	PAYEE	AMOUNT	PURPOSE
79912	ArborOakland Group	3,322.29	Office Expense
79913	GFL Environmental USA (Adv)	325,860.04	Waste Disposal
79914	Pirtek Auburn Hills	343.60	Maintenance of Equipment - TS
79915	Progressive Sweeping Contractors Inc.	666.60	Maintenance of Property & Grounds
79916	Green Meadows Lawnscape Inc	709.29	Maintenance of Property & Grounds
79917	Center for Employment Opportunities	21,950.38	Temporary Staffing - MRF
79918	Debra Stavale	206.19	Maintenance of Equipment - MRF
79919	Tringali Sanitation	745.36	Collection Contract
79920	Tringali Sanitation	1,355.20	Collection Contract
79921	Tringali Sanitation	7,080.92	Collection Contract
ACH	Metro Wireless	275.55	Internet/Security - MRF, CS
EPAY	Alerus Financial	13,536.98	Defined Benefit Pension
EPAY	Comcast	583.94	Internet/Security - MRF, CS
EPAY	Consumers Energy	78.67	Natural Gas Service - MRF, CS
EPAY	DTE Energy	1,241.52	Electric Service - Landfill, MH
EPAY	Flagstar Bank	5,877.22	Credit Card - Detail on Page 5
EPAY	WOW! Business	260.13	Internet/Security - MH

1,845,149.72

1020 OPERATION & MAINTENANCE FUND

1,845,149.72

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 October 11, 2023.

ACCT. 1009

# SOCRRA CHECK WARRANT

ACCT. 1009

# SEPTEMBER 2023

	PAYEE	AMOUNT	PURPOSE
EPAY	Flagstar Credit Card - Detail	265.72	Administrative and Office
		122.93	Maintenance of Equipment
		58.53	Administrative and Office
		185.89	Administrative and Office
		300.00	Maintenance of Building
		85.99	Maintenance of Building
		44.24	Administrative and Office
		35.00	PayPal/Square Fees
		56.24	Administrative and Office
		57.18	Administrative and Office
		690.00	Travel and Conference
		62.87	Administrative and Office
		105.45	Maintenance of Building
		556.50	Maintenance of Property & Grounds
		56.94	Administrative and Office
		7.99	Misc Expense
		270.91	Administrative and Office
		31.34	Administrative and Office
		318.03	Administrative and Office
		249.00	Misc Expense
		723.00	Maintenance of Building
		1,059.96	Maintenance of Building
		144.10	Administrative and Office

#### SOCRRA TONNAGE ANALYSIS September 2023

		MSW			Compost			Recyclables			Total	
	2021	2022	2023	2021	2022	2023	2021	2022	2023	2021	2022	2023
Municipality												
Berkley	499.94	555.76	558.80	187.31	125.00	112.50	110.56	123.37	130.87	797.81	804.13	802.17
Beverly Hills	307.68	279.10	283.06	163.75	140.00	122.50	86.92	86.94	81.20	558.35	506.04	486.76
Birmingham	873.34	826.91	791.28	201.67	155.83	144.58	232.06	203.43	181.49	1,307.07	1,186.17	1,117.35
Clawson	475.51	457.46	373.41	147.50	95.00	120.00	85.24	74.58	59.14	708.25	627.04	552.55
Ferndale	927.94	857.17	753.52	175.00	166.25	195.00	155.30	143.55	126.92	1,258.24	1,166.97	1,075.44
Hazel Park	728.70	576.83	584.22	162.00	100.00	133.50	78.68	72.90	73.95	969.38	749.73	791.67
Huntington Woods	186.71	163.09	164.06	62.50	37.50	42.50	57.74	66.35	54.58	306.95	266.94	261.14
Lathrup Village	139.14	135.90	138.57	45.00	31.25	40.00	26.56	21.41	22.96	210.70	188.56	201.53
Oak Park	1,054.74	888.72	886.14	166.25	153.00	126.00	113.91	86.31	88.70	1,334.90	1,128.03	1,100.84
Pleasant Ridge	79.72	82.20	60.91	40.00	24.95	40.00	25.61	24.38	22.75	145.33	131.53	123.66
Royal Oak	1,966.75	1,848.41	1,798.10	772.99	700.33	654.00	480.56	403.01	403.31	3,220.30	2,951.75	2,855.41
Troy	<u>2,550.76</u>	<u>2,316.92</u>	<u>2,209.67</u>	890.00	<u>774.63</u>	<u>693.75</u>	<u>527.17</u>	472.10	<u>417.26</u>	<u>3,967.93</u>	<u>3,563.65</u>	<u>3,320.68</u>
	9,790.93	8,988.47	8,601.74	3,013.97	2,503.74	2,424.33	1,980.31	1,778.33	1,663.13	14,785.21	13,270.54	12,689.20
Other Customers	4,175.62	4,461.79	2,447.11	0.00	0.00	0.00	564.42	633.37	820.73	4,740.04	5,095.16	3,267.84
Authority	13,966.55	13,450.26	11,048.85	3,013.97	2,503.74	2,424.33	2,544.73	2,411.70	2,483.86	19,525.25	18,365.70	15,957.04

#### SOCRRA TONNAGE PERCENTAGES

## September 2023

	MSW	Compost	Recyclables
	Percentage of City's	Percentage of City's	Percentage of City's
	Total Waste Stream	Total Waste Stream	Total Waste Stream
Municipality			
Berkley	70%	14%	16%
Beverly Hills	58%	25%	17%
Birmingham	71%	13%	16%
Clawson	68%	22%	11%
Ferndale	70%	18%	12%
Hazel Park	74%	17%	9%
Huntington Woods	63%	16%	21%
Lathrup Village	69%	20%	11%
Oak Park	81%	11%	8%
Pleasant Ridge	49%	32%	19%
Royal Oak	63%	23%	14%
Troy	67%	21%	12%

	Actual-Period	<b>Budget-Period</b>	Variance
REVENUES			
MEMBER MSW	1,902,201.42	1,885,116.00	17,085.42
MONTHLY SURCHARGE	94,001.00	94,001.00	0.00
NON-MEMBER MSW	94,198.49	180,000.00	(85,801.51)
NON-MEMBER YARD WASTE	600.00	2,000.00	(1,400.00)
TOTAL REVENUES	2,091,000.91	2,161,117.00	(70,116.09)
SALE OF RECYCLED MATERIAL			
MIXED PAPER	35,890.54	19,000.00	16,890.54
NEWSPAPER	0.00	1,000.00	(1,000.00)
CARDBOARD	44,806.90	36,000.00	8,806.90
SORTED OFFICE PAPER	0.00	0.00	0.00
PLASTICS	11,560.84	21,000.00	(9,439.16)
SCRAP METAL	9,512.80	7,000.00	2,512.80
ALUMINUM CANS	0.00	12,000.00	(12,000.00)
TIN CANS	5,312.40	9,000.00	(3,687.60)
MIXED RECYCLING - OTHERS	72,145.04	56,000.00	16,145.04
BATTERIES	0.00	500.00	(500.00)
TOTAL SALE OF RECYCLED MATERIAL	179,228.52	161,500.00	17,728.52
OTHER INCOME			
COMPOST	7,521.00	15,000.00	(7,479.00)
RENTAL INCOME	12,115.00	10,500.00	1,615.00
INTEREST ON INVESTMENTS	8,640.19	7,000.00	1,640.19
GRANT REVENUE	3,728.54	0.00	3,728.54
MISC INCOME	2,552.00	2,000.00	552.00
TOTAL OTHER INCOME	34,556.73	34,500.00	56.73
TOTAL REVENUES	2,304,786.16	2,357,117.00	(52,330.84)
EXPENSES			
MADISON HEIGHTS TRANSFER STATION	1,371.12	4,600.00	(3,228.88)
TROY TRANSFER STATION	58,856.43	390,650.00	
MATERIAL RECOVERY FACILITY	198,661.27		
HOUSEHOLD HAZARDOUS WASTE	10,846.90	-	
COMPOST FACILITY	43,807.24		(15,792.76)
ADMINISTRATIVE AND GENERAL	127,336.10	137,000.00	(9,663.90)
COLLECTION CONTRACT EXPENSES	1,274,467.47	•	(42,199.53)
TOTAL EXPENSES	1,715,346.53	2,166,467.00	(451,120.47)
REVENUE OVER EXPENSES	589,439.63	190,650.00	398,789.63

	Actual-Period	<b>Budget-Period</b>	Variance
REVENUES			
MEMBER MSW	5,751,077.68	5,655,348.00	95,729.68
MONTHLY SURCHARGE	282,003.00	282,003.00	0.00
NON-MEMBER MSW	435,321.20	580,000.00	(144,678.80)
NON-MEMBER YARD WASTE	600.00	6,000.00	(5,400.00)
TOTAL REVENUES	6,469,001.88	6,523,351.00	(54,349.12)
SALE OF RECYCLED MATERIAL			
MIXED PAPER	94,914.28	59,000.00	35,914.28
NEWSPAPER	0.00	2,000.00	(2,000.00)
CARDBOARD	152,696.15	108,000.00	44,696.15
SORTED OFFICE PAPER	0.00	4,000.00	(4,000.00)
PLASTICS	32,268.75	63,000.00	(30,731.25)
SCRAP METAL	34,473.95	21,000.00	13,473.95
ALUMINUM CANS	17,747.20	36,000.00	(18,252.80)
TIN CANS	18,762.58	26,000.00	(7,237.42)
MIXED RECYCLING - OTHERS	233,777.82	168,000.00	65,777.82
BATTERIES	0.00	1,000.00	(1,000.00)
TOTAL SALE OF RECYCLED MATERIAL	584,640.73	488,000.00	96,640.73
OTHER INCOME			
COMPOST	23,407.00	35,000.00	(11,593.00)
RENTAL INCOME	34,345.00	31,500.00	2,845.00
INTEREST ON INVESTMENTS	23,931.95	20,000.00	3,931.95
GRANT REVENUE	3,728.54	0.00	3,728.54
MISC INCOME	8,802.01	6,000.00	2,802.01
TOTAL OTHER INCOME	94,214.50	92,500.00	1,714.50
TOTAL REVENUES	7,147,857.11	7,103,851.00	44,006.11
EXPENSES			
MADISON HEIGHTS TRANSFER STATION	3,369.98	12,800.00	(9,430.02)
TROY TRANSFER STATION	157,215.21	-	(354,734.79)
MATERIAL RECOVERY FACILITY	449,369.71		
HOUSEHOLD HAZARDOUS WASTE	20,951.27		
COMPOST FACILITY	108,755.21		
ADMINISTRATIVE AND GENERAL	436,163.21		
COLLECTION CONTRACT EXPENSES	1,616,116.90	-	
IN TRANSIT	3,360,031.76	2,827,333.00	532,698.76
TOTAL EXPENSES	6,151,973.25	6,563,300.00	(411,326.75)
REVENUE OVER EXPENSES	995,883.86	540,551.00	455,332.86

### SOCRRA FINANCIAL STATUS SUMMARY SEPTEMBER 2022 - SEPTEMBER 2023

Date	Unrestricted Cash	Working Capital	% of Goal
9/30/2022	3,886,196	2,726,868	143.2%
10/31/2022	4,245,763	3,025,790	164.4%
11/30/2022	3,755,618	3,038,595	165.1%
12/29/2022	3,106,580	2,182,677	118.6%
1/31/2023	3,925,624	2,233,300	121.3%
2/28/2023	3,810,234	2,220,114	120.6%
3/31/2023	3,069,583	2,413,364	131.1%
4/28/2023	3,491,970	2,611,986	141.9%
5/31/2023	3,566,140	2,746,573	149.2%
6/30/2023	3,222,095	2,279,178	123.8%
7/31/2023	3,050,145	2,201,110	113.7%
8/31/2023	2,871,675	2,241,528	115.8%
9/30/2023	3,055,336	2,532,874	130.9%

# COMPOST PRODUCED & DELIVERED October 3, 2022 to September 30, 2023

Community	Finished Compost Received (cu. yds.)	Estimated Value
Berkley	720	\$10,800
Beverly Hills	300	\$4,500
Birmingham	420	\$6,300
Clawson	780	\$11,700
Ferndale	480	\$7,200
Hazel Park	1,320	\$19,800
Huntington Woods	420	\$6,300
Lathrup Village	60	\$900
Oak Park	840	\$12,600
Pleasant Ridge	240	\$3,600
Royal Oak	1,680	\$25,200
Troy	1,322	\$19,830
	8,582	\$128,730
SOCRRA activities	0	\$0
<b>Rochester Hills residents</b>	260	\$3,900
Cash Customers	1,409	\$21,139
Account Customers	14,910	\$149,100
Donations	22	\$330
TOTAL YARDS	25,183	

September 21, 2023

Board of Trustees SOCRRA

Subject: Second Amendment to CEO Agreement

Board Members:

CEO has requested that SOCRRA enter into a contract amendment in order to use CEO employees for the recycling improvement grant activities being conducted in Oak Park. This amendment authorizes SOCRRA to use CEO employees for duties outside of those identified in the original agreement. Mr. Davis has reviewed the proposed amendment, which is attached. I am asking the Board to approve the Second Amendment to the CEO agreement and that the Board authorize me to execute the agreement.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested Resolution: "That the Board approves the Second Amendment to the Agreement between SOCRRA and the Center for Employment Opportunities and authorizes the General Manager to execute the Second Amendment."

#### SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (this "Second Amendment") is made and entered into effective the 20 day of September, 2023 by and between Center for Employment Opportunities, Inc. ("CEO"), and SOCRRA ("Counterparty").

#### **RECITALS**

**WHEREAS**, CEO and Counterparty entered into that certain Agreement dated effective September 5, 2022 (the "Agreement"), concerning the provision of a work crew.

**WHEREAS**, CEO and Counterparty entered into that that certain Amendment dated effective September 5, 2023 (the "**First Amendment**"), concerning the modification of the Term and budget.

**WHEREAS**, in accordance with Section O of the Agreement, the parties hereby amend such Agreement in accordance with the following terms:

1. <u>Modification of Exhibit A</u>. The parties agree to modify Exhibit A by adding the following language:

12. Provide additional crews if able, at the request of Counterparty. Unless otherwise agreed upon by both Parties in writing, additional crews shall be paid in accordance with Exhibit C.

- 2. Continuance of Agreement
  - a. Except as amended hereby, all provisions of the Agreement, shall remain in full force and effect and unchanged. If any provision of this Amendment conflicts with the Agreement, the provisions of this Amendment shall control.
  - b. This Amendment may be signed in two or more counterparts, all of which, when taken together, shall be deemed one instrument. Faxed, emailed, photocopied, e-signed, and scanned signatures will be considered valid as originals.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the effective date.

CENTER FOR EMPLOYMENT OPPORTUNITIES, INC. SOCRRA

By:\_\_\_\_

Name: Title: Date: Name: Title: Date:

October 5, 2023

Board of Trustees SOCRRA

Subject: Electrical Work-Glacier Robot Project

Board Members:

The Glacier robot project at the MRF requires that electric power be installed for both the robot and the two scanners that will supply images to the artificial intelligence system that operates the robot. We obtained a quote of \$7,370 from Rolly Electrical Service, Royal Oak, MI, for the required electrical work for the two scanners and the installation of convenience outlets in the container sort conveyor at the MRF. The quote is attached. The electric power for the robot is not required until January and will be installed at a later date.

Included in the quote is the installation of three convenience outlets on the container sorting deck of the MRF. We use large electric fans to provide cooling for our MRF sorters. These fans are currently powered using extension cords, which are a potential tripping hazard. We have also had difficulty obtaining quotes for this work and we feel that this is a great opportunity to get this relatively minor electrical work performed while an electrician is on site for the Glacier robot project.

We have used Rolly for electrical work at the MRF and at the Madison Heights Transfer Station and we have been satisfied with their work. Rolly is scheduled to complete this work during October.

The electrical work for the Glacier robot project will be partially reimbursed by the grant that we have received from EGLE. The convenience outlets will be paid from the MRF maintenance budget.

I am recommending that the Board authorize me to accept the quote from Rolly Electrical Service for \$7,370 for the electrical work required for the MRF. Rolly will be executing our standard terms and conditions before beginning this project.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested Resolution: "That the Board authorizes the General Manager to accept the quote from Rolly Electrical Service for \$7,370 for the electrical work required for the MRF robot project."



1215 E. Lincoln Royal Oak, MI 48067 248.542.4201

October 2, 2023

Proposal #: 222126

SOCRRA 995 Coolidge Hwy. Troy, MI 48084

Attn: Bob Jackovich

**Re: Power for Scanners** 

Proposal to provide labor and material for the following scope of work:

- 1) Provide and install (2) 120v Cord Drops, one- for each of the two- new Scanners.
- 2) Provide and install (3) 120v Quad Drops along the east walkway adjacent to the sort conveyor.
- 3) Power for new drops to be supplied from panel labeled RP-BB.
- 4) Proposal is based on site visit and current material pricing.

#### **General Conditions**

- Scope of work to be performed outside of normal business hours (M-F 8am-4pm).
- Scope of work does NOT include permit/inspection fee(s).
- Scope of work does NOT include power for new Robot.
- Scanners installed by others.
- All applicable taxes are included in our submission.

Rolly Electrical Service, Inc. provides this proposal to furnish labor and material -	for the sum of:
SEVEN THOUSAND, THREE HUNDRED SEVENTY DOLLARS	\$7,370.00
Payment to be made as follows: NET 30 DAYS FROM INVOICE DATE	
ACCEPTED. The above prices, specifications and conditions Are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined	Respectfully submitted
above.	Rolly Electrical Service, Inc.
Date of Acceptance	Ву
Ву	Benjy Wilson

\* THIS PROPOSAL IS GOOD FOR 30 DAY(S) FROM DATE OF PROPOSAL.



#### Terms and Conditions

These terms and conditions are part and parcel of, and are incorporated by reference in, the attached Proposal between Rolly Electrical Service Incorporated ("RES") and the Client named therein. All references to the Proposal shall be deemed to include these terms and conditions.

Payment. Unless otherwise set forth in the Proposal, payment of any and all amounts owing to RES shall be due from Client within 30 days of the date of RES's invoice to Client. Client shall make payment to RES at its address set forth in the Proposal, unless otherwise directed in writing by RES. If payment is not received by RES on or before the due date, RES shall have the right to collect, and Client shall pay on demand, a time price differential (and not interest) equal to one and one-half percent (1 ½%) of the past due balance for each month during which the past due balance remains unpaid. Client further shall pay RES for any and all costs and expenses, including attorneys' fees and costs of collections, incurred by RES arising from or as a result of any default by Client, including failure to make any payment when due. The foregoing rights and remedies of RES shall be cumulative, shall be available to the fullest extent permitted by law, and shall be in addition to all other rights and remedies available at law or in equity.

Limited Warranty. Except as provided in the next sentence, RES warrants that all products sold and/or work performed, as described in the Proposal, shall be free from defects in materials and/or workmanship for a period of one year from the date that the particular product or item of work was provided. The foregoing warranty does not apply to any products sold or work performed which are identified in the Proposal as being provided in "AS IN" condition, "WITHOUT WARRANTY", or other similar language. RES MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY OTHER KIND, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY PRODUCTS SOLD OR WORK PERFORMED, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NY OTHER MATTER. The limited warranty provided in this paragraph does not apply to damage resulting from: improper use or maintenance; intentional or negligent wrongdoing by parties other than RES; Acts of God or natural disasters; reasonable wear and tear; breakdown, failure or inadequacy of Client's Electrical System (as defined below) and/or products or work not provided by RES; and/or Client's failure to promptly notify RES of the purported defects. The limited warranty is void if anyone other than RES services and/or modifies the products sold or work performed by RES.

Exclusive Remedy. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS ARISING HEREUNDER IS REPAIR OR, AT RES'S OPTION, REPLACEMENT OF DEFECTIVE PRODUCTS OR WORK BY RES. RES'S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES TO CLIENT RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING RES'S NEGLIGENCE, ALLEGED DAMAGED OR DEFECTIVE PRODUCTS OR WORK, IRRESPECTIVE OR WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, IS LIMITED TO THE REPAIR OR, AT RES'S OPTION, REPLACEMENT OF DEFECTIVE PRODUCTS OR WORK BY RES.

Exclusion of Consequential and Certain Other Damages. IN NO EVENT (INCLUDING IN THE CASE OF A CLAIM OF NEGLIGENCE OR THE FAILURE OF ESSENTIAL PURPOSE OF THE EXCLUSIVE REMEDY PROVIDED ABOVE), SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR COSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), IN CONNECTION WITH OR ARISING FROM THE PROPOSAL, THE PERFORMANCE OR NON-PERFORMANCE BY RES OF ANY OBLIGATION OF ANY NATURE, OR ANY OTHER MATTER.

Client's Electrical Systems. Client expressly acknowledges that RES is not responsible for the adequacy, condition or repair of Client's electrical system and/or other components which are not being repaired or replaced by RES under the Proposal (the "Client's Electrical System"). Client further acknowledges that there is a risk of electrical failure or other damage to the Client's Electrical System in connection with and/or as of a result of the installation of the products provided by RES and/or the performance by RES of its work under the Proposal. Client hereby assumes the risk, and (to the fullest extent permitted by law) RES shall in no event be liable for any damage of any nature to the Client's Electrical System, including without limitation the primary switch gear, secondary switch gear, panelboards or other items that operate them, in connection with and/or arising in any way from the products provided by RES and/or the performance by RES of its work under the Proposal.

Miscellaneous. RES shall not be liable for any failure or delay in performance which is due, in whole or in part, to any cause beyond RES's control. The Proposal, and the relationship by and between Client and RES shall be governed by the laws of the State of Michigan without regard to conflict of laws principles. The Proposal contains the entire agreement of the parties and may not be modified, supplemented, amended or replaced, in whole or in part, except in a writing signed by the party against whom enforcement is sought.

October 5, 2023

Board of Trustees SOCRRA

Subject: Agreement with the City of Ferndale

Board Members:

Attached please find an agreement between SOCRRA and the City of Ferndale regarding the use of the Ferndale Southwest Storage Yard for bagged yard waste collected by GFL in Oak Park. This agreement is substantially identical to an agreement that SOCRRA executed with Ferndale in 2022. This agreement is discussed elsewhere in this agenda package. This agreement allows GFL to deliver bagged yard waste to the Ferndale Southwest Storage Yard this fall. The bagged leaves from Oak Park will be commingled with bagged leaves collected by Car Trucking in Ferndale. These materials are then delivered to the Compost Site by the contractor that is transporting leaves from the Ferndale Southwest yard to the Compost Site. GFL will be billed for their share of the transportation costs and for the costs incurred by SOCRRA under the agreement between Ferndale and SOCRRA.

This proposed agreement will be taken to the Ferndale City Council for review at their meeting on October 23, 2022.

I am recommending approval of the agreement between SOCRRA and the City of Ferndale.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested Resolution: "That the Agreement Between the City of Ferndale and SOCRRA Regarding Use of Southwest Storage Area be approved, and that the General Manager be authorized to execute the agreement."

#### AGREEMENT BETWEEN THE CITY OF FERNDALE AND SOCRRA REGARDING USE OF SOUTHWEST STORAGE AREA

This Agreement (the "Agreement") is made between SOCRRA ("SOCRRA"), a Michigan Municipal Corporation with an address at 3910 W. Webster, Royal Oak, Michigan 48073 and the City of Ferndale ("Ferndale") a Michigan Municipal Corporation with an address at 300 E. Nine Mile Road, Ferndale, Michigan 48220.

Pursuant to Article VII, § 28 of the Michigan Constitution of 1963, Ferndale and SOCRRA enter into this Agreement for the purpose of delineating the obligations and responsibilities regarding the use by SOCRRA of Ferndale's Southwest Storage Yard as a transfer site for leaves.

This Agreement, which will provide for efficient and coordinated collection of leaves, is determined to be in the best interests of both SOCRRA and Ferndale.

NOW THEREFORE, in consideration of the mutual promises, obligations, representations and assurances set forth in this Agreement, the parties agree to the following:

- 1. Ferndale shall allow SOCRRA to utilize its southwest storage yard as a transfer site for leaves from October 9, 2023, through December 31, 2023. This Agreement may be extended for additional years upon terms and conditions agreed to by the parties. Any such delivery of leaves by SOCRRA to the Southwest Storage Yard shall be through the west gate entrance of the storage yard, with any such trucks using Republic Street in Oak Park. Ferndale shall have the right to terminate this Agreement with 48 hours written notice, if SOCRRA does not comply with either the terms of this Agreement or fails to follow Ferndale's directions regarding the use of the Southwest Storage Yard.
- 2. SOCRRA shall pay Ferndale for using the Southwest Storage Yard as a transfer site for leaves the amount of \$646 within fourteen (14) days from the execution of this Agreement. Additionally, SOCRRA shall pay Ferndale 5.5% of the amount that Ferndale pays for labor and equipment costs associated with loading the leaves into the transfer trucks at the Southwest Storage Yard. The labor and equipment costs shall be paid by SOCRRA to Ferndale within thirty (30) days from the end of this Agreement. In the event that SOCRRA employees work at the Southwest Storage Yard for the loading of leaves to be transferred from the Southwest Storage Yard the payment to Ferndale shall be adjusted on a proportionate basis based on Exhibit 1. In the event that SOCRRA employees work at the Southwest Storage Yard as discussed above, they shall utilize SOCRRA equipment only.
- 3. In order to update the figures in Exhibit 1, SOCRRA shall be required to report the daily amount of leaves dropped at the Southwest Storage Yard. The estimated yardage of each drop shall be recorded, attached as Exhibit 2 is the log that should be used to keep track of each drop. Failure to submit daily log will result in a penalty of \$100.00 per instance. The total penalty amount will be collected and shall be paid with the labor and equipment costs within thirty (30) days from the end of this Agreement.

- 4. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of SOCRRA or Ferndale.
- 5. Absent a written waiver, no act, failure or delay by either SOCRRA or Ferndale to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either SOCRRA or Ferndale shall subsequently affect its right to require strict performance of this Agreement.
- Nothing contained herein shall be construed to make the employees of either party the employees of the other or to render either party liable for such other party's debts or obligations.
- 7. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, condition, and provisions of this Agreement shall remain in full force.
- 8. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- 9. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the clerk of the respective party. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery services or personal delivery; or (3) three days after mailing first class or certified mail.
- 10. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the 6<sup>th</sup> Judicial Circuit Court of the State of Michigan and venue is acknowledged as proper in the court set forth above.
- 11. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both SOCRRA and Ferndale. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed this Agreement or other persons as authorized by the SOCRRA and Ferndale governing bodies.

- 12. This Agreement represents the entire Agreement and understanding between SOCRRA and Ferndale. This Agreement shall supersede all other oral or written Agreements between SOCRRA and Ferndale respecting this matter. The language of this Agreement shall be construed as a whole according to its fair meaning and shall not be construed strictly for or against any party.
- 13. This Agreement may be executed in two or more counter parts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. The effective date shall be the date the last party has executed the Agreement.

IN WITNESS WHEREOF, SOCRRA and the City of Ferndale have caused this Agreement to be signed and executed on its behalf by its respective Mayor and City Clerk on the day and year noted below:

SOCRRA, a Michigan Municipal Corporation

B	y:
lts	6:
D	ated:
B	y:
lts	6:
Da	ated:
а	ity of Ferndale, Michigan Municipal Corporation y: , Mayor
D	ated:
B	y: Dean Lent, City Clerk

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

2017	CITY	PERCENTAGE	TONNAGE
	Ferndale	24%	1,235.58
	Oak Park	31%	1,595.95
	Pleasant Ridge	12%	617.49
	Huntington Woods	20%	1,029.65
	Lathrup Village	13%	669.27
	TOTAL	100%	5,147.94

Board of Trustees SOCRRA

Subject: Easement for RCOC for GLWA 96" Water Main Project

Board Members:

I am asking for Board approval of the attached permanent easement to the Road Commission of Oakland County (RCOC) for the reconstruction of Dequindre Road resulting from GLWA's installation of a 96" water main in Dequindre Road adjacent to our old landfill property in Rochester Hills. We have been working with RCOC for several months on this issue and Mr. Davis and I are satisfied with the attached easement and the \$37,106 compensation for the easement, and we are recommending that the Board approve this easement.

GLWA is replacing an existing 96" water main in the vicinity of our Rochester Hills property that is buried in a hazardous waste landfill east of our property in Shelby Twp. The new 96" main is being routed in Dequindre Road adjacent to our property. Our Rochester Hills property contains three old landfills. The northernmost landfill was closed in 2005 under current EGLE regulations and is being maintained under a 30-year post-closure monitoring plan. The two southerly landfills were completed under old EGLE regulations, which do not require post-closure monitoring. Our composting operations are conducted on top of these two landfills. One of these landfills is adjacent to Dequindre Road.

Dequindre Road is being replaced due to this project. RCOC has requested the attached permanent easement in order to accomplish the reconstruction of Dequindre Road. The attached easement agreement requires RCOC to properly handle any buried waste encountered during this project and holds SOCRRA harmless for any liability resulting from the RCOC construction. The easement also requires RCOC to restore any areas affected by the construction to their current condition. This includes restoration of the vegetation that provides screening of our operations from Dequindre Road.

Mr. Davis and I are recommending approval of the attached permanent easement for the RCOC.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested Resolution: "That the Board approves the permanent easement with the Road Commission of Oakland County and authorizes the General Manager to execute the easement agreement."

### HIGHWAY EASEMENT

KNOW ALL PERSONS that Southeastern Oakland County Resource Recovery Authority ("Grantor(s)"), whose address is 3910 W. Webster Road Royal Oak, Michigan 48073-6764, hereby grants to the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND ("Board"), State of Michigan, a public body corporate, located at 31001 Lahser Road, Beverly Hills, Michigan 48025, an easement for all public highway purposes ("Highway Easement") and to construct, operate, maintain, repair, and/or replace roadways, utilities, and other infrastructure improvements in, over, under, upon, and through the following described premises ("Property") situated in the City of Rochester Hills, County of Oakland, State of Michigan as part of the project known as Avon/Dequindre Road Improvement Project/GLWA, Project 56301, Parcel No: 05. ("Project")

Commonly known as: **1741 School Road Rochester Hills, Michigan 48307** (Part of) Tax Parcel No.: **70-15-24-200-004** 

#### SEE PARCEL DRAWING, ATTACHED AS EXHIBIT "A," AND LEGAL DESCRIPTION, ATTACHED AS EXHIBIT "B," BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN

This Highway Easement includes, but is not limited to, the consent of the Grantor, subject to the conditions set forth herein, to the removal of any trees, shrubs, and/or vegetation, to grading, to the occupancy of the Property by public utilities, and to other matters which, in the sole discretion of the Board, may be necessary in connection with all public highway purposes and the construction, operation, maintenance, repair, and/or replacement of roadways, utilities, and other infrastructure improvements in, over, under, upon, and through the Property. Grantor waives further notice of such actions.

This Highway Easement runs with the land and shall bind the Grantor and the Grantor's heirs, representatives, successors, and assigns. This Highway Easement contains the entire understanding of the Grantor and the Board, and there are no other verbal promises between the Grantor and the Board except the conditions set forth herein.

1 of 3 Highway Easement

#### CONDITIONS:

The Board agrees as part of the Project to defend and hold Grantor harmless from and against any suits, claims, demands, or administrative obligations arising from or relating to any work, action, grading, excavation, or vegetation removal conducted by the Project that disturbs, uncovers, releases, or causes instability for any such waste currently positioned on, under or adjacent to the Property.

The Board agrees, represents, and warrants that any waste materials of any kind or category uncovered or removed during any work activity as part of the Project under use of this Highway Easement shall be managed in accordance with all applicable laws and regulations governing transportation and disposal of any such waste materials. The Board agrees that any costs associated with sampling, transportation, and disposal of any such waste materials will be included as part of the Project.

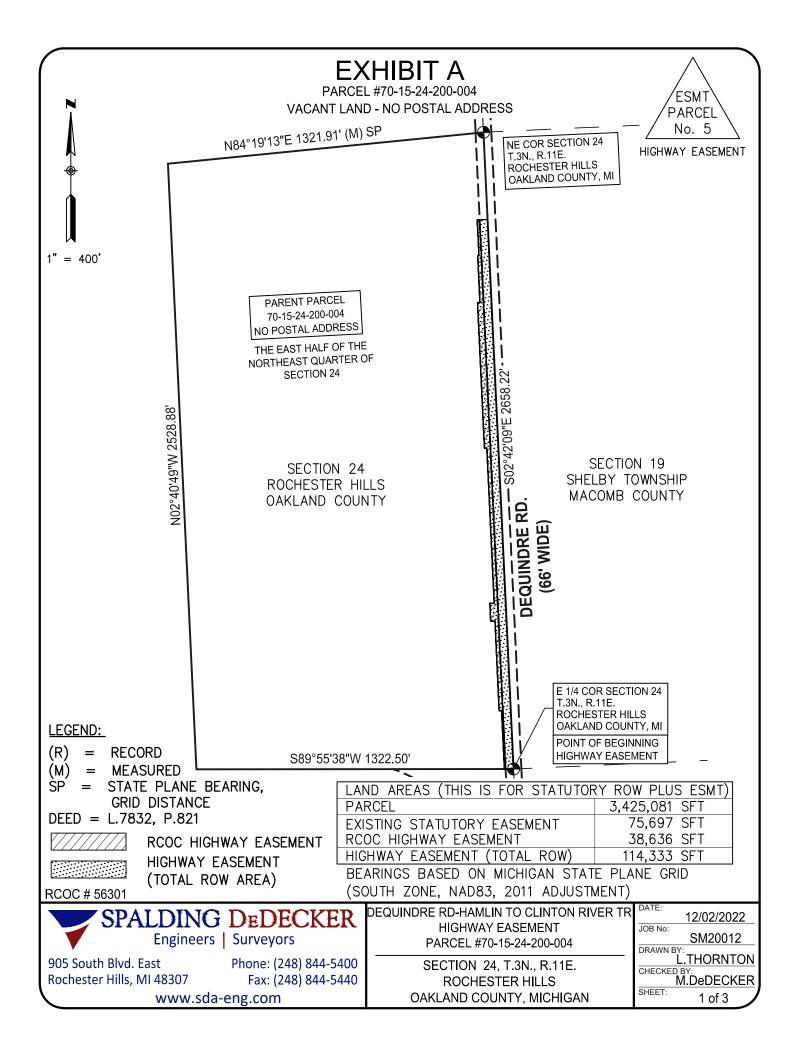
To the extent practicable, the Board agrees, represents, and warrants that the Property as part of the Project will be regraded and restored, along with any disturbed portions of the Property to substantially the same condition that existed prior to the Project, with the use of the same or like materials. The work described above shall be constructed and performed in a workmanlike manner and in accordance with applicable state and county standards. The restoration of disturbed portions does not require the planting of trees.

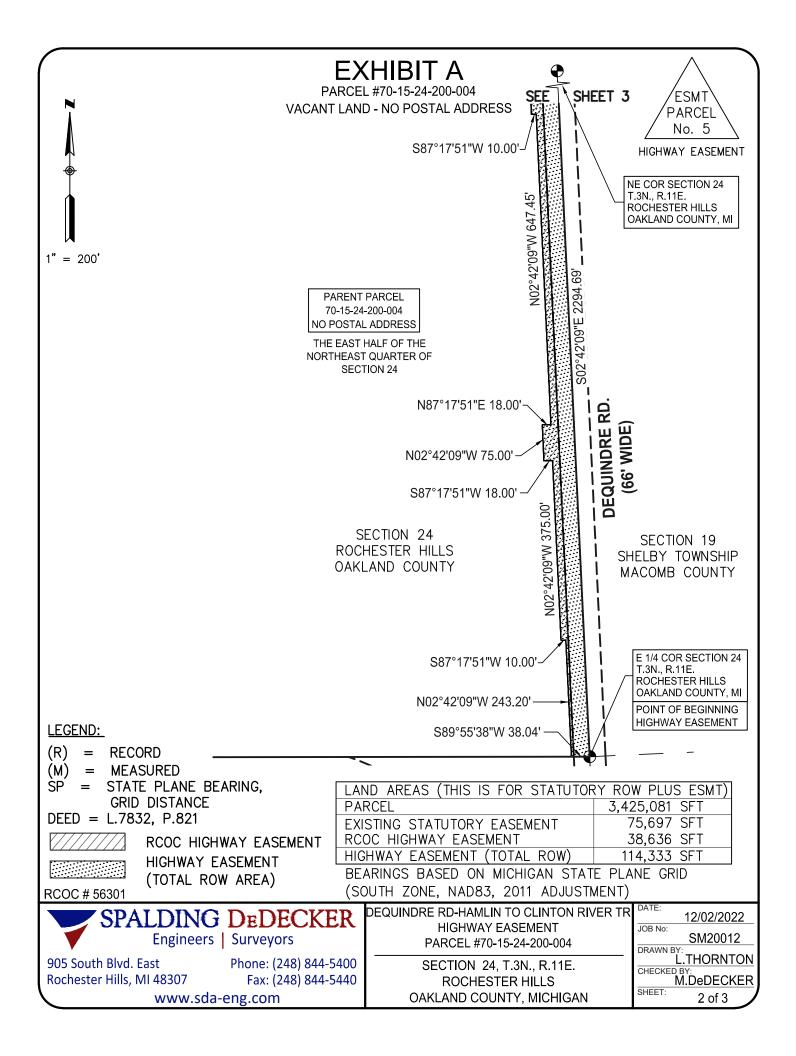
**WHEREFORE**, upon approval by the Board, the undersigned Grantor hereby creates, confirms, and conveys the Highway Easement described herein for the sum of **<u>\$37,106.00</u>**.

Grantor(s):

Southeastern Oakland County Resource	
Recovery Authority	

Ву: _			
_	Print name		
Its: _			
COUNTY OF OAKLAND ) )SS STATE OF MICHIGAN )			
On this day of executed the foregoing document befor is the of the foregoing document on behalf of its free act and deed.	20, re me and, being duly sworn, stated that he/she , and that he/she executed with its full authority and as		
	Notary Public		
County, Michic	gan		
My commission expires: County, Michigan Acting in the County of			
Drafted by: Andrew Ketchum Beam, Longest and Neff LLC 51151 W. Pontiac Trail Wixom, Michigan 48393			
SHANNON J. MILLER THE BOARD OF COUNTY ROAD COM	ecorded return to: R, CLERK'S OFFICE (OAK04) IMISSIONERS OF THE COUNTY OF OAKLAND D, BEVERLY HILLS, MI 48025		
Project: Avon/Dequindre Road Impro	vement Project/GLWA		
Project No.: <u>56301</u> Parcel No.: <u>05</u>	(Part of) Tax Parcel No.: <b>70-15-24-200-004</b>		





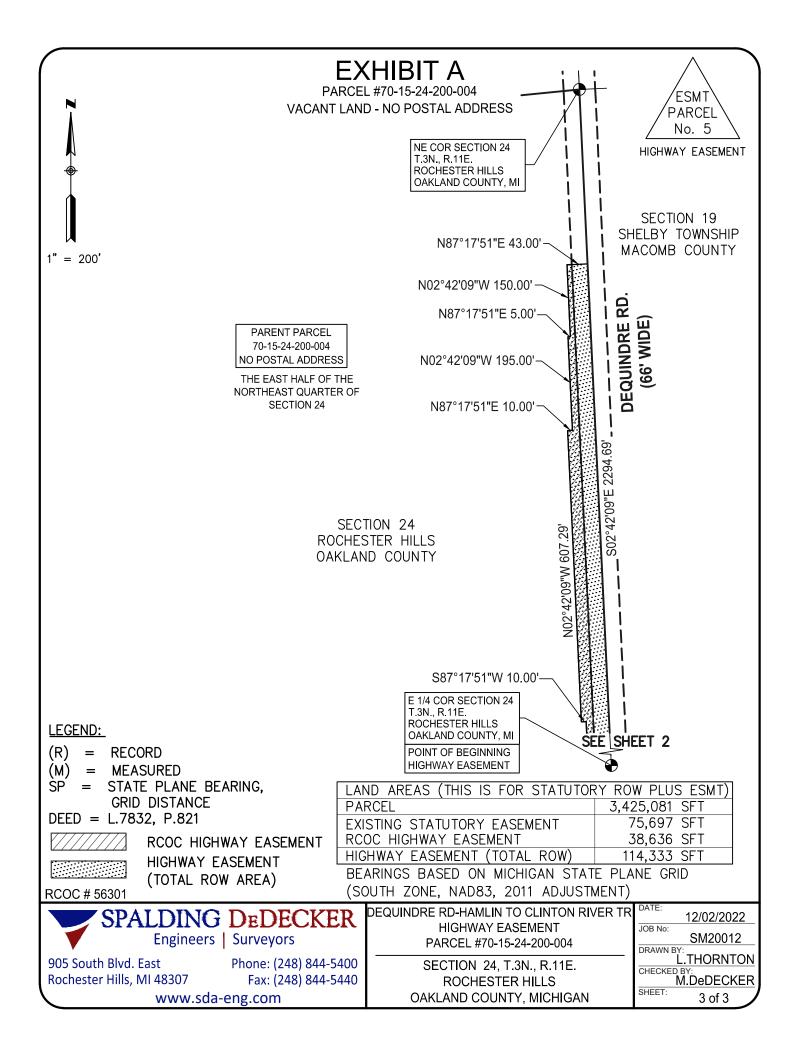


EXHIBIT B PARCEL #70-15-24-200-004 VACANT LAND - NO POSTAL ADDRESS



# PARENT PARCEL DESCRIPTION

LAND SITUATED IN THE CITY OF ROCHESTER HILLS IN THE COUNTY OF OAKLAND IN THE STATE OF MICHIGAN LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, STATE OF MICHIGAN, TO-WIT: THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 11 EAST.

PER DEED RECORDED IN L.7832, P.821 OAKLAND COUNTY RECORDS

## **HIGHWAY EASEMENT DESCRIPTION**

A VARIABLE WIDTH HIGHWAY EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 24. THENCE S89°55'38"W 38.04 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 24; THENCE N02°42'09"W 243.20 FEET ALONG A LINE THAT IS 38 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF SECTION 24; THENCE S87°17'51"W 10.00 FEET; THENCE N02°42'09"W 375.00 FEET ALONG A LINE THAT IS 48 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF SECTION 24: THENCE S87°17'51"W 18.00 FEET; THENCE N02°42'09"W 75.00 FEET ALONG A LINE THAT IS 66 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF SECTION 24; THENCE N87°17'51"E 18.00 FEET; THENCE N02°42'09"W 647.45 FEET ALONG A LINE THAT IS 48 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF SECTION 24; THENCE S87°17'51"W 10.00 FEET; THENCE N02°42'09"W 607.29 FEET ALONG A LINE THAT IS 58 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF SECTION 24: THENCE N87°17'51"E 10.00 FEET; THENCE N02°42'09"W 195.00 FEET ALONG A LINE THAT IS 48 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF SECTION 24, THENCE N87°17'51"E 5.00 FEET, THENCE N02°42'09"W 150.00 FEET ALONG A LINE THAT IS 43 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF SECTION 24: THENCE N87°17'51"E 43.00 FEET TO SAID EAST LINE OF SECTION 24: THENCE S02°42'09"E 2294.69 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 2.62 ACRES OR 114,333.38 SQUARE FEET OF LAND.

BASIS OF BEARINGS: STATE PLANE GRID

	DEDECKER	DEQUINDRE RD-HAMLIN TO CLINTON RIVER TR HIGHWAY EASEMENT PARCEL #70-15-24-200-004	JOB No: SM20012 DRAWN BY:
905 South Blvd. East Rochester Hills, MI 48307 www.sda	Phone: (248) 844-5400 Fax: (248) 844-5440 A-eng.com	SECTION 24, T.3N., R.11E. ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN	L.THORNTON CHECKED BY: M.DeDECKER SHEET: 1 of 1

October 6, 2023

Board of Trustees SOCRRA

Subject: Rental of Loader - Compost Site

Board Members:

In preparation for the fall leaf season operations, we rented a larger loader at the Compost Site for a one-month period. Due to lower than planned compost sales this summer, we have more material on the compost pad than we would like to have heading into leaf season. We will use the rental loader to remove this material from the compost pad in order to create room for the incoming leaves. The removed material will be stockpiled for future sale.

We contacted several vendors to obtain quotes for larger loaders. However, only a Komatsu WA500-8 loader was available from AIS Equipment in New Hudson, MI. Our usual sources for CAT, John Deere or Volvo loaders did not have a large enough loader available for rental. Given the impending arrival of the fall leaves, we made arrangements to rent the Komatsu WA500-8 loader from AIS Equipment for one month at a cost of \$18,627.59, including delivery and pickup of the loader.

I am asking for Board confirmation of a one-month rental of a Komatsu WA500-8 loader under the emergency provision of SOCRRA's Purchasing Policy.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested Resolution: "That a one-month rental of a Komatsu WA500-8 loader at a price of \$18,627.50 is confirmed under the emergency provision of SOCRRA's Purchasing Policy."

# Board of Trustees SOCRRA

Subject: Operations Update

Board Members:

SOCRRA operations continued in a normal fashion during September except for the failure of one of our two trash compactors at the Troy Transfer Station, which is discussed below.

#### Collection

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

September 2023 had one fewer day than September 2022, therefore we would expect to see a 4.5% decrease in tonnage if everything else was equal. Refuse tonnage was 4.3% lower than September 2022 and recycling tonnage was 6.5% lower than in September 2022.

September	September	
2023 tons	<u>2022 tons</u>	<u>% change</u>
8,602	8,988	- 4.3%
1,663	1,778	- 6.5%
2,424	2,504	- 3.2%
12,689	13,270	- 4.4%
	2023 tons 8,602 1,663 2,424	2023 tons         2022 tons           8,602         8,988           1,663         1,778           2,424         2,504

## SOCRRA Operations

SOCRRA operations at the Transfer Station returned to normal on September 18 when the repairs to the steel structure holding one of the two trash compactors were completed. Our volume of non-SOCRRA trash returned to normal almost immediately. For the last nine working days of September, our revenue for non-SOCRRA trash excluding Car, GFL, Priority Waste and Tringali averaged \$4,239 per day compared with a daily average of \$4,167 for August.

We have conducted several visual inspections of the steel structure of our other compactor, which is of the same design and age, and we did not find any issues. We are working with our contractor to develop a plan to reinforce the steel structure.

Service from GFL at the Troy Transfer Station has improved significantly since June and July. We did not have any GFL service issues during September.

We billed GFL and GFL's insurance carrier in late June for the repairs to the damaged concrete beam over the exit door of the Transfer Station. Since we have not received payment from either GFL or their insurance carrier, Mr. Davis and I decided to deduct the amount from a GFL invoice that was paid in mid-September. GFL has been notified. After withholding the payment, GFL's insurance carrier advised us that they were going to pay the insurance claim. I am working with Mr. Davis to resolve this issue.

The amount of non-SOCRRA trash was 45% lower in September 2023 compared with September 2022 and was 34% lower than budgeted. This was largely the result of one of the Troy compactors being out of service for the first half of September.

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

The AMP sorting robot has been fully operational for a year. The robot was inspected by AMP in early September and found to be in good condition at the start of our maintenance agreement. For the month of September, the robot had 98% uptime with an average of 66 pick attempts per minute (attempts to pick up PP or HDPE natural objects) from the average 185 PP or HDPE natural objects per minute that were available on the container line. The robot uptime was at least 96% every day of September. AMP has been very complimentary for the high uptime percentage, which is better than most of AMP's installations.

We are continuing to work on a grant agreement with Glacier Robotics, which should be completed in October. The location of the Glacier robot has been determined. The tentative inservice date for the robot is January 31, 2024. Elsewhere in this agenda package, I am asking for approval for our electrical contractor to run the power supply for the scanners that will be providing information to guide the robot. The installation of the scanners should be completed in October. This will allow Glacier's artificial intelligence system to begin to collect data on our container stream. The final agreement for this project, between SOCRRA and The Carton Council, is still being developed.

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

We have begun the Recycling Quality Improvement grant activities in Oak Park. The pre-audit of Oak Park's recyclables was completed during the last week of September. A sample was taken from each recycling truck that serviced Oak Park and the materials were sorted into 33 different categories. The results of this study are being compiled. The in-the-field inspections of the recycling carts began on Monday, October 2 and will continue through the month of October. This work is being performed by CEO. CEO had a number of start-up difficulties that are being addressed. Our office only received one complaint from an irate Oak Park resident. We have removed that address from the program. We did receive a small number of other calls, all of which were from residents curious about recycling and the quality improvement study.

We will be planning the programs for Berkley and Troy for the Spring of 2024 after we have a few more weeks of information about the Oak Park program.

October prices for cardboard increased by 11% and mixed paper increased by 5%. Both prices are the highest they have been since last September and are well above the budgeted prices. The price for sorted office paper, which is a very minor product for SOCRRA, remained unchanged for October. The price of sorted office paper had decreased for 11 consecutive months.

The recycled plastic market continues to be highly volatile, but it improved significantly during September. Compared with early September prices, October prices increased by 26% for natural PE (milk jugs), by 124% for PE color (detergent containers) and by 185% for PET (water bottles). We are continuing to receive new pricing for each load of plastic we ship. This is a sign of continuing volatility in the plastics market. CleanTech, our usual purchaser of plastics, is still not buying any PET. This is the first time in over 20 years that CleanTech would not purchase PET. We are continuing to use an alternate purchaser of PET. Prices for all four types of plastic are significantly lower than budgeted for this year. For the month of September, revenue from the sale of plastics was 45% below budget.

Metal prices for September were unchanged for scrap metal, tin cans and aluminum. September metal prices were about at the budgeted level.

The strong paper and cardboard market offset the weak plastic market during September. Revenue from the sale of recycled material was 1% above budget in September.

The number of recycling drop-off appointments decreased in September to 3,581 compared with 4,258 in August and 3,673 appointments in September of 2022. Every day in September, except for four days, was fully booked but 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 September, both of which were fully booked. Our current Saturday schedule is as follows:

October 7, 21 November 4, 18, 25 December 2, 16

We continue to closely monitor the number of available appointments.

The Compost Site staff is working to clean the compost pad for the fall leaves. We are working with two of our large compost purchasers to sell volumes of material at a reduced price.

Plante Moran has completed all of their field work for the 2022/23 audit. The auditors were very complimentary of our readiness for the audit and the cooperation of the SOCRRA staff. We are awaiting a draft of the audit to review. I anticipate that we will be reviewing a draft of the audit with the Advisory Committee in October and with the Board at the November Board meeting. We are in the process of scheduling the meeting of the Advisory Committee.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

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

Board of Trustees SOCRRA

Subject: Fall Leaf Season Operations

Board Members:

SOCRRA staff has been preparing for the fall leaf season operations. We are continuing the same community leaf collection operations as the last few falls with using the community DPW locations for storing the leaves collected by municipal crews. The leaves are then transported to SOCRRA's Compost Site by the SOCRRA trucking contractor.

SOCRRA staff met with the collection contractors during September to discuss their plans for the fall months. Car Trucking will be using the same operations plan that they have been using for several years. Their staffing and their trucking agreement are in place. Car appears to be well situated for the fall workload.

We have extended an offer to GFL that would enable them to deliver bagged yard waste to the Ferndale Southwest DPW Yard during the fall months. GFL would pay their share of Ferndale's operating costs and of SOCRRA's trucking costs. We are awaiting a final response from GFL. I am asking for approval of an agreement between SOCRRA and Ferndale elsewhere in this agenda package that is required for this service.

Tringali has indicated that they are not interested in SOCRRA's offer to either deliver bagged yard waste to the DPW locations for their communities or having after-hours access to SOCRRA's Compost Site. I believe that these are still viable options. I plan on renewing our offer if Tringali runs into service difficulties this fall.

SOCRRA will also be reviewing both the beginning of day delivery times (refuse 8:00 AM, recycling 7:30 AM and yard waste 8:00 AM) and the end of day delivery times (refuse 6:00 PM, recycling 4:00 PM and yard waste 5:00 PM) specified in our contracts. SOCRRA has not been enforcing those time limits in order to assist the contractors to remain on schedule.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

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

Board of Trustees SOCRRA Southeastern Oakland County Water Authority

Subject: Reimbursement for Medicare Eligible Retiree Health Insurance

**Board Members:** 

Since January 1, 2007, the Medicare eligible SOCRRA and SOCWA retirees and their Medicare eligible spouses have been purchasing their own health insurance coverage. SOCRRA or SOCWA then reimburses the retiree and eligible spouse up to a fixed amount. For 2023, this amount was \$123 per individual per month, which was 80% of the monthly cost for the Blue Cross Medicare Plus Blue PPO "Signature" plan. We have been using this "Signature" plan as a benchmark for several years.

For 2024, only slight changes were made to the Blue Cross Medicare Plus Blue PPO "Signature" plan. The cost of the plan was unchanged at \$133 per individual per month for Southeast Michigan. The cost of supplemental dental and vision coverage was also unchanged at \$20.50 per individual per month. Only slight changes were made to the supplemental dental and vision coverage.

For 2024, I am again proposing to include the cost of the supplemental dental and vision coverage in our calculation of the 80% maximum monthly reimbursement amount. This would maintain the monthly reimbursement at its current level of \$123 per month. The retiree's unreimbursed amount would remain \$30.50 per month (if they choose the Blue Cross "Signature" product).

The attached spreadsheet summarizes the health insurance benefits of the "Signature" product for 2024 and compares them to the benefits provided by the "Signature" plan in 2022 and 2023.

The existing individual health insurance plans expire on December 31, 2023. Open Medicare enrollment is between October 15, 2023 and December 7, 2023. The retirees have the ability to select a richer Blue Cross product or to select health insurance from another provider. I am proposing to maintain our current policy of reimbursing monthly insurance premiums up to a maximum of \$123 per individual per month.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested Resolution: "That the General Manager be authorized to continue the present health insurance reimbursement program for Medicare eligible retirees and their Medicare eligible spouses up to a maximum of \$123 per individual per month."

## PROPOSED MEDICARE ELIGIBLE HEALTH CARE CHANGES FOR 2024

We are proposing to continue reimbursing our Medicare eligible retirees and their Medicare eligible spouse a monthly maximum amount of \$123 toward their cost for an individual health insurance policy. A comparison of the plans for 2022, 2023 and the proposed 2024 plan is contained in the table below.

Item	2022	2023	2024
	Coverage	Coverage	Coverage
	"Signature	"Signature"	"Signature"
Deductible	\$0	\$0	\$0
Office Visits	\$0	\$0	\$0
Specialist Visits	\$40	\$35	\$35
Preventive Care	\$0 co-pay for exam, all	\$0 co-pay for exam, all	\$0 co-pay for exam, all
	others covered 100%	others covered 100%	others covered 100%
	In network health club	In network health club	In network health club
	membership and	membership and	membership and
	fitness classes	fitness classes	fitness classes
Chiropractic Care	\$20 co-pay	\$15 co-pay	\$15 co-pay
Hospitalization co-pay	\$175 per day for 6	\$175 per day for 6	\$175 per day for 6
	days, \$0 after 6 days	days, \$0 after 6 days	days, \$0 after 6 days
	Preferred Ph	armacy Costs	
Preferred Generic	\$1 co-pay	\$0 co-pay	\$0 co-pay
Non-Preferred	\$10 co-pay	\$10 co-pay	\$10 co-pay
Generic			
Deductible for Tier 3,	\$0	\$0	\$0
4 and 5			
Preferred Brand	\$42 co-pay	\$42 co-pay	\$42 co-pay
Tier 3			
Non-Preferred	48% co-pay	48% co-pay	48% co-pay
Brand Tier 4			
Specialty Tier 5	33% co-pay	33% co-pay	33% co-pay
Mail Order	3-month supply for 3	3-month supply \$0	3-month supply \$0
	co-pays, also at	generic, for 3 co-pays,	generic, \$84 preferred
	preferred pharmacies	also at preferred	brands, 48% non-
		pharmacies	preferred brands, also
			at preferred
T insta	Detime a ser 250/ of	Detime a ser 250/ of	pharmacies
Limits	Retiree pays 25% of	Retiree pays 25% of	Retiree pays 25% of
	drug costs between	drug costs between	drug costs between
Conorio corrego in	\$4,430 and \$7,050	\$4,660 and \$7,400	\$5,030 and \$8,000
Generic coverage in "donut hole"	25% co-pay	\$0 or 25% co-pay	\$0 or 25% co-pay
	250/ as now   portion	250/ as now   portion	250/ 20 001
Non-generic coverage in "donut hole"	25% co-pay + portion of dispensing fee	25% co-pay + portion of dispensing fee	25% co-pay
Generic coverage	\$3.95 or 5% co-pay	\$4.15 or 5% co-pay	\$0
above "donut hole"	\$3.35 01 570 CO-pay	φ <del>+</del> .15 01 570 co-pay	φυ
Non-generic coverage	\$9.85 or 5% co-pay	\$10.35 or 5% co-pay	\$0
above "donut hole"	φ7.05 01 570 CO-pay	φ10.55 01 5% c0-pay	ΨΟ

Over the Counter Items	\$25/quarter	\$25/quarter	\$50/quarter
Dental Care	\$0 copay for 2 exams,	\$0 copay for 2 exams,	\$0 copay for 2 exams,
	2 cleanings per year	2 cleanings per year	2 cleanings per year
	and x-rays every two	and x-rays every two	and x-rays every two
	years	years, \$1,500 annual	years, \$1.500 annual
		mas.	max, \$0 co-pay
	φο <u>σι 1</u>	φο	fluoride
Supplemental Dental	\$0 co-pay fluoride	\$0 co-pay fluoride	25% co-pay for dental
	25% co-pay for dental	25% co-pay for dental	work for an additional
	work up to \$2,500	work up to \$3,000	\$1,500
Vision Care	\$0 co-pay for annual	\$0 co-pay for annual	\$0 co-pay for annual
	eye exam	eye exam	eye exam
	Plan pays for glasses	Plan pays for glasses	Plan pays for glasses
	or up to \$100 for	or up to \$100 for	or up to \$150 for
	contacts every 2 years	contacts every 2 years	contacts every year
	\$40 co-pay Lasik	\$35 co-pay Lasik	\$35 co-pay Lasik
	surgery	surgery	surgery
Supplemental Vision	\$0 co-pay for up to	\$0 co-pay for up to	\$0 co-pay for up to an
	\$400 benefit for	\$250 benefit for	\$250 benefit for frames
	glasses or contacts	glasses or contacts	or contacts every year,
	every 2 years, VSP	every 2 years	50% reimbursement
	network	VSP network	for standard eyeglass
			lenses, VSP network
Monthly Premium	\$135.00	\$133.00	\$133.00
(1-person coverage)	\$22.40 Supplemental	\$ 20.50 Supplemental	\$ 20.50 Supplemental
	dental and vision	dental and vision	dental and vision
Monthly Contribution-	\$31.40	\$30.50	\$30.50
Retiree			
Monthly Contribution- SOCRRA or SOCWA	\$126	\$123	\$123

NOTES:

- 1. Coverage is only available for Medicare eligible retirees and spouses. Current employees, retirees that are not Medicare eligible and retirees with spouses that are not Medicare eligible will remain under the current group coverage.
- 2. Reimbursement requires retiree and eligible spouse to enroll for individual coverage and to pay the monthly premiums.
- 3. SOCRRA or SOCWA will reimburse the retiree and eligible spouse each month for their premium up to the monthly maximum amount through a third-party administrator.

October 5, 2023

Board of Trustees SOCRRA

Subject: Easement for GLWA 96" Water Main Project

Board Members:

I am asking for Board approval of the attached temporary easement to GLWA for the construction of a 96" water main in Dequindre Road adjacent to our old landfill property in Rochester Hills. We have been working with GLWA for several months on this issue and Mr. Davis and I are satisfied with the attached easement and the compensation for the easement, and we are recommending that the Board approve this easement.

GLWA is replacing an existing 96" water main in the vicinity of our Rochester Hills property that is buried in a hazardous waste landfill east of our property in Shelby Twp. The new 96" main is being routed in Dequindre Road adjacent to our property. Our Rochester Hills property contains three old landfills. The northernmost landfill was closed in 2005 under current EGLE regulations and is being maintained under a 30-year post-closure monitoring plan. The two southerly landfills were completed under old EGLE regulations, which do not require post-closure monitoring. Our composting operations are conducted on top of these two landfills. One of these landfills is adjacent to Dequindre Road.

Due to the size of the new main and the area required for construction, the existing Dequindre Road right-of-way is not wide enough for the construction. As a result, GLWA had requested the attached temporary easement. We have worked with GLWA to minimize the excavation that will be required on our property. GLWA has conducted several soil borings on our property in the easement area and they did not encounter any buried waste. We do not expect that GLWA's construction will have a significant impact on our property. The attached easement agreement requires GLWA to properly handle any buried waste encountered during this project and holds SOCRRA harmless for any liability resulting from the GLWA construction. The easement also requires GLWA to restore any areas affected by the construction to their current condition. This includes restoration of the vegetation that provides screening of our operations from Dequindre Road.

The construction being performed by GLWA will affect the truck traffic entering and exiting from our Compost Site. GLWA estimates that the intersection of Dequindre Road and School Road, which is used by all traffic to and from the Compost Site, will be closed for about three months. The Consent Judgment under which we operate the Compost Site requires our traffic to enter and exit the Site from School Road, which is only paved from Dequindre Road to the entrance to the Compost Site. GLWA and SOCRRA have worked with Rochester Hills to obtain their permission to use the

unpaved portion of School Road to access the Compost Site during the period that the paved portion of School Road is inaccessible from Dequindre. GLWA currently plans that this will take place during the summer of 2024.

There are two components to the compensation for this easement. GLWA performed an appraisal of the proposed easement area and developed a good faith offer for the use of the easement area. This project also provides the opportunity for SOCWA to resolve an outstanding issue with GLWA regarding the failure of GLWA's 120" water main during the summer of 2021. The total of these two components is \$60,000.00.

SOCRRA is also working with GLWA to allow truck traffic to and from the Compost Site using a temporary roadway that is being built adjacent to Dequindre Road for the construction of the new 96" water main. This will allow our truck traffic to continue in its normal manner, except for the three-month closure period discussed above, during the extended period of time that Dequindre Road will be closed to regular traffic.

GLWA's project is scheduled to begin around November 15, 2023. Their work in 2023 will have no affect on our fall leave season operations. During the winter of 2023/24, we will be working with our collection and trucking contractors and GLWA to plan our operations for spring and summer seasons.

Mr. Davis and I are recommending approval of the attached temporary easement for GLWA.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested Resolution: "That the Board approves the temporary easement with GLWA and authorizes the General Manager to execute the easement agreements."

## TEMPORARY EASEMENT

KNOW ALL PERSONS that Southeastern Oakland County Resource Recovery Authority ("Grantor(s)"), whose address is 3910 W. Webster Road Royal Oak, Michigan 48073-6764, hereby grants to the GREAT LAKES WATER AUTHORITY ("Authority"), a Michigan municipal authority, located at 735 Randolph Street Suite 1900, Detroit, Michigan 48226, an easement for a temporary period of time ("Temporary Easement") in the construction of the 96-Inch Water Transmission Main Relocation Project ("Project"), being Project Number 2004825, at the following described premises ("Property") situated in the City of Rochester Hills, County of Oakland, State of Michigan.

Commonly known as: **1741 School Road Rochester Hills, Michigan 48307** (Part of) Tax Parcel No.: **70-15-24-200-004** 

#### SEE PARCEL DRAWING, ATTACHED AS EXHIBIT "A," AND LEGAL DESCRIPTION, ATTACHED AS EXHIBIT "B," BOTH OF WHICH ARE INCORPORATED BY REFERENCE HEREIN

This Temporary Easement is conveyed for the sum of **\$60,000.00** and shall expire at the completion of the Project. The above amount includes **\$34,432.00** in incremental trucking costs. The purpose of this Temporary Easement is to grant to the Authority the right, subject to the conditions set forth herein, to move workers, equipment, and materials on, over, and through the Property and to store equipment, material, and excavated matter on the Property. This Temporary Easement includes, but is not limited to, the consent of the Grantor, subject to the conditions set forth herein, to the removal of any trees, shrubs, and/or vegetation, to grading, to the temporary occupancy of the Property by public utilities, and to other matters which, in the sole discretion of the Authority, may be necessary in connection with the Project. Grantor waives further notice of such actions.

1 of 4 Temporary Easement

The permission stated in this Temporary Easement shall begin on the date the Project begins and shall end on the date the Project is completed. The work described above shall be constructed and/or restored, as may be applicable in the sole discretion of the Authority, in a workmanlike manner and in accordance with applicable state and county standards. Upon completion of the work described above, the Authority and its agents shall have no further or ongoing responsibilities in relation to the work described. This temporary easement runs with the land until the completion of the project. This Temporary Easement contains the entire understanding of the Grantor and the Authority, and there are no other verbal promises between the Grantor and the Authority except the conditions set forth herein.

#### CONDITIONS:

The Authority agrees to defend and hold Grantor harmless from and against any suits, claims, demands, or administrative obligations arising from or relating to any work, action, grading, excavation, or vegetation removal conducted by the Authority that disturbs, uncovers, releases, or causes instability for any such waste currently positioned on, under or adjacent to the Property.

The Authority agrees, represents, and warrants that any waste materials of any kind or category uncovered or removed by the Authority during any work activity by the Authority under the terms of this Temporary Easement shall be managed in accordance with all applicable laws and regulations governing transportation and disposal of any such waste materials. The Authority agrees that it shall be responsible, in full, for any costs associated with sampling, transportation, and disposal of any such waste materials.

To the extent practicable, the Authority agrees, represents, and warrants that it will regrade and restore any disturbed portions of the Property to the existing grade and to a matching amount and type of cover material that pre-existed before the work undertaken by the Authority pursuant to this Temporary Easement. The restoration shall replace the existing screening of Grantor's property from Dequindre Road.

**WHEREFORE**, upon approval by the Authority, the undersigned Grantor hereby creates, confirms, and conveys the Temporary Easement described herein.

					heastern Oakland County Resource overy Authority
			ł	By: _	
				-	Print name
			I	lts: _	
COU		AKLAND	•		
STAT	E OF MIC	HIGAN	) SS )		
On	this	e	day xecuted t		20, pregoing document before me and, being
duly	sworn,	stated	that h	e/she	e is the of he/she executed the foregoing document
on be deed.					th its full authority and as its free act and

Grantor(s):

Notary Public

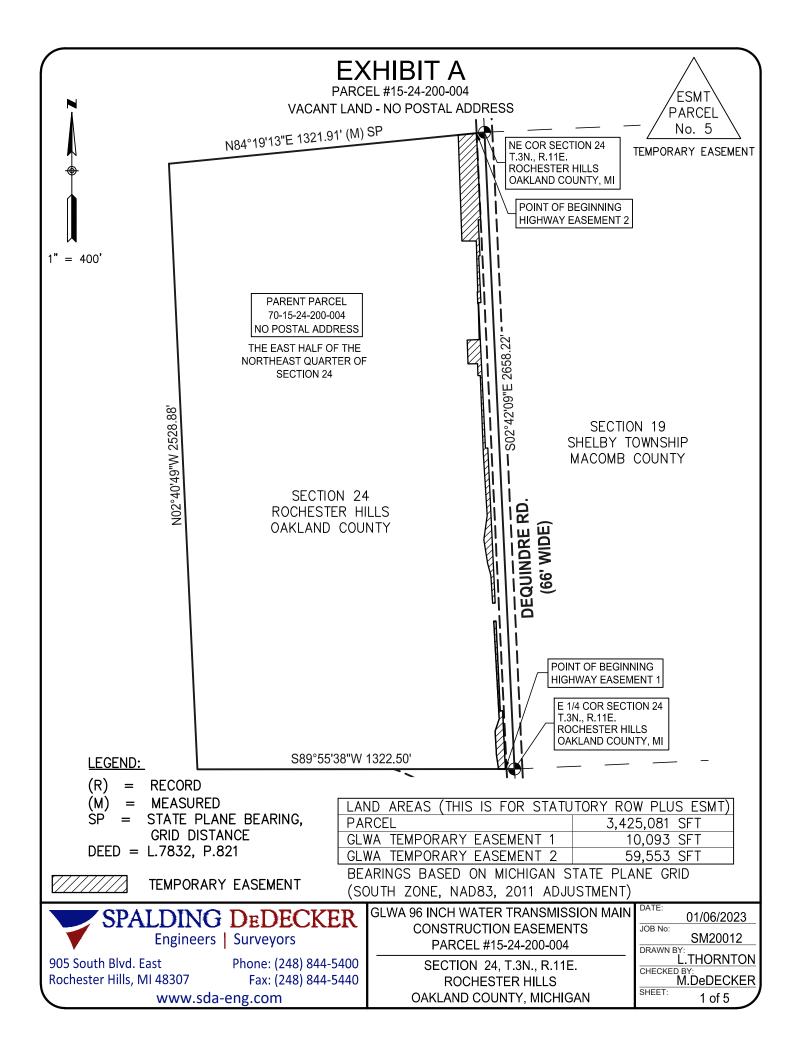
My commission expires: \_\_\_\_\_County, Michigan
Acting in the County of \_\_\_\_\_

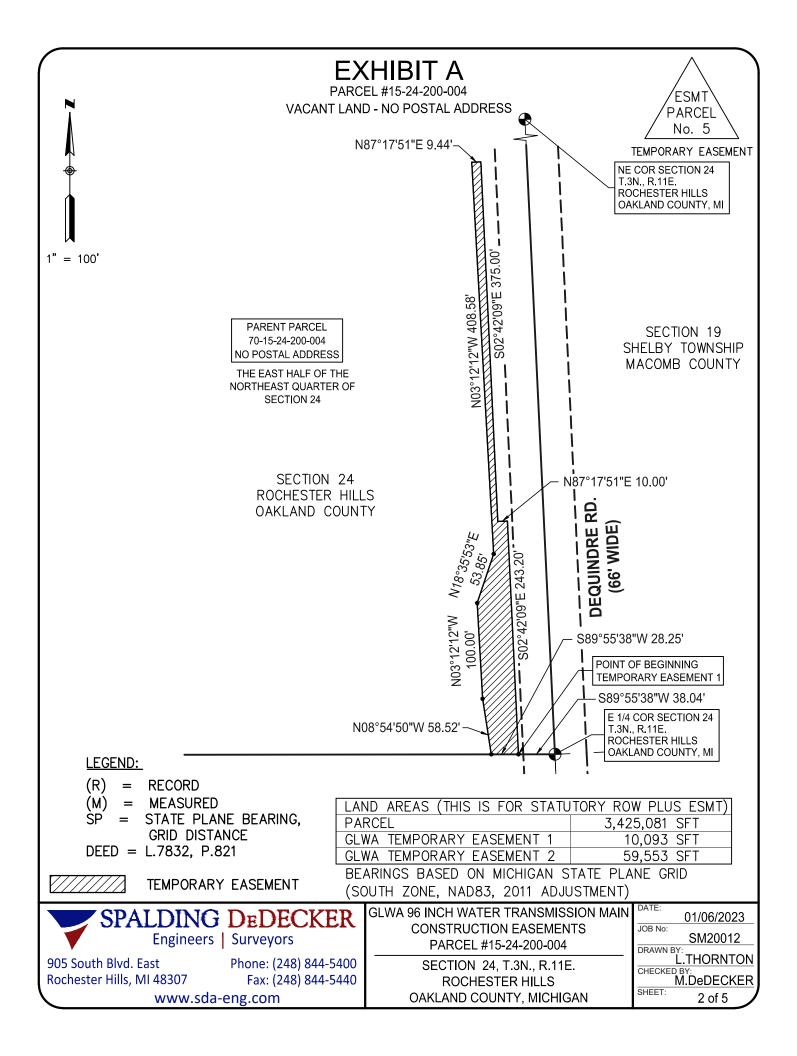
Grantee(s):

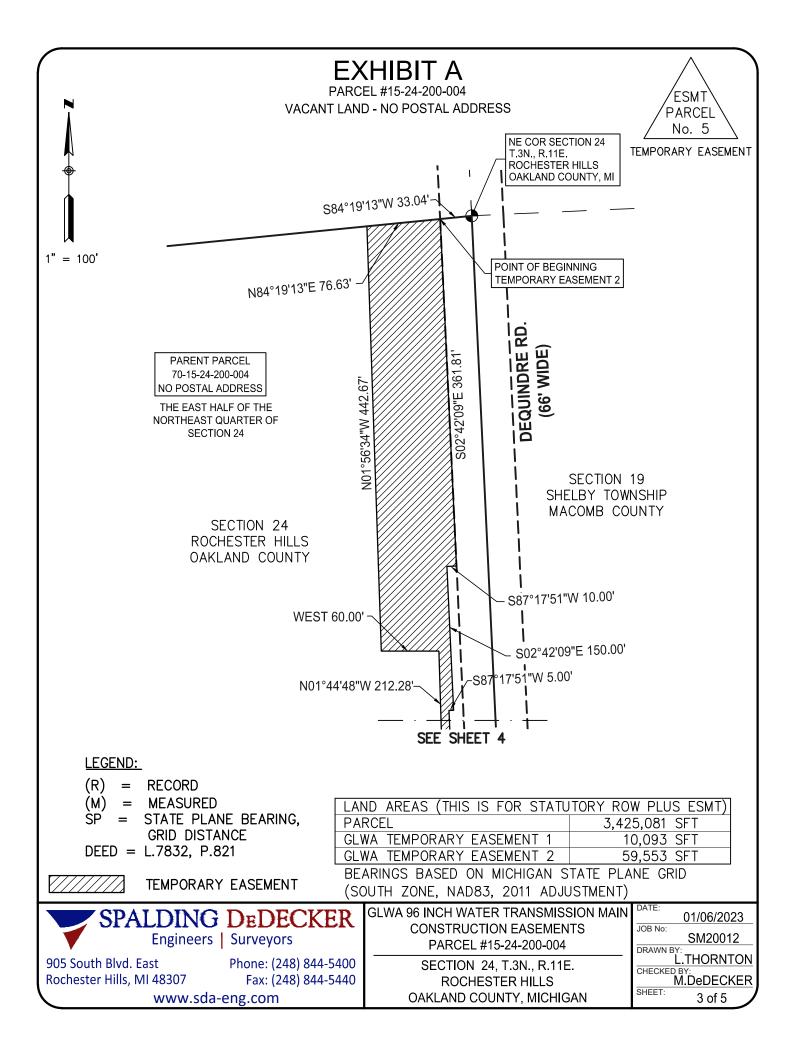
## Great Lakes Water Authority

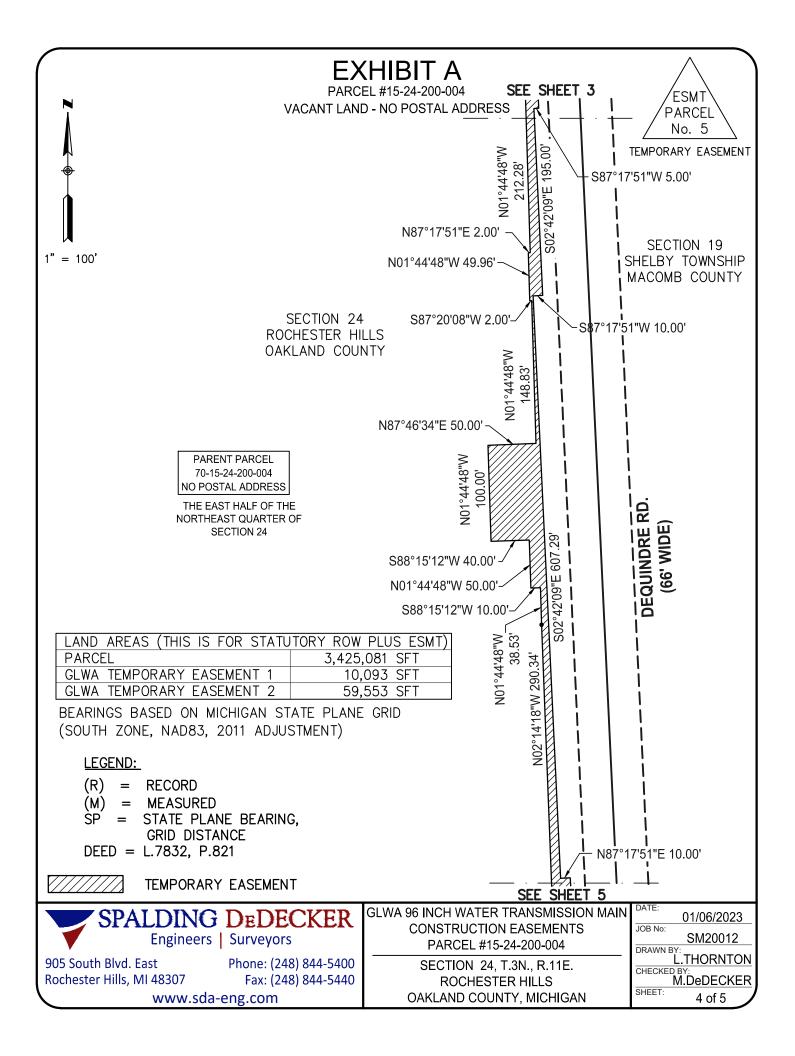
	Ву:
	Print name
COUNTY OF WAYNE ) SS	)
STATE OF MICHIGAN ) On this day of executed the foregoing document is the of the foregoing document on behalf its free act and deed.	20, t before me and, being duly sworn, stated that he/she , and that he/she executed f of with its full authority and as
	Notary Public
My commission expires:County, County, Acting in the County of	Michigan
Drafted by: Andrew Ketchum Beam, Longest and Neff LLC 51151 W. Pontiac Trail Wixom, Michigan 48393	
RANDAL M. BROWN GREAT	hen recorded return to: I, OFFICE OF THE GENERAL COUNSEL LAKES WATER AUTHORITY REET, SUITE 1900, DETROIT, MI 48226

Project: <u>96-Inch Water Transmission Main Relocation Project</u> Project No.: <u>2004825</u> Parcel No.:<u>05</u> (Part of) Tax Parcel No.:<u>70-15-24-200-004</u>









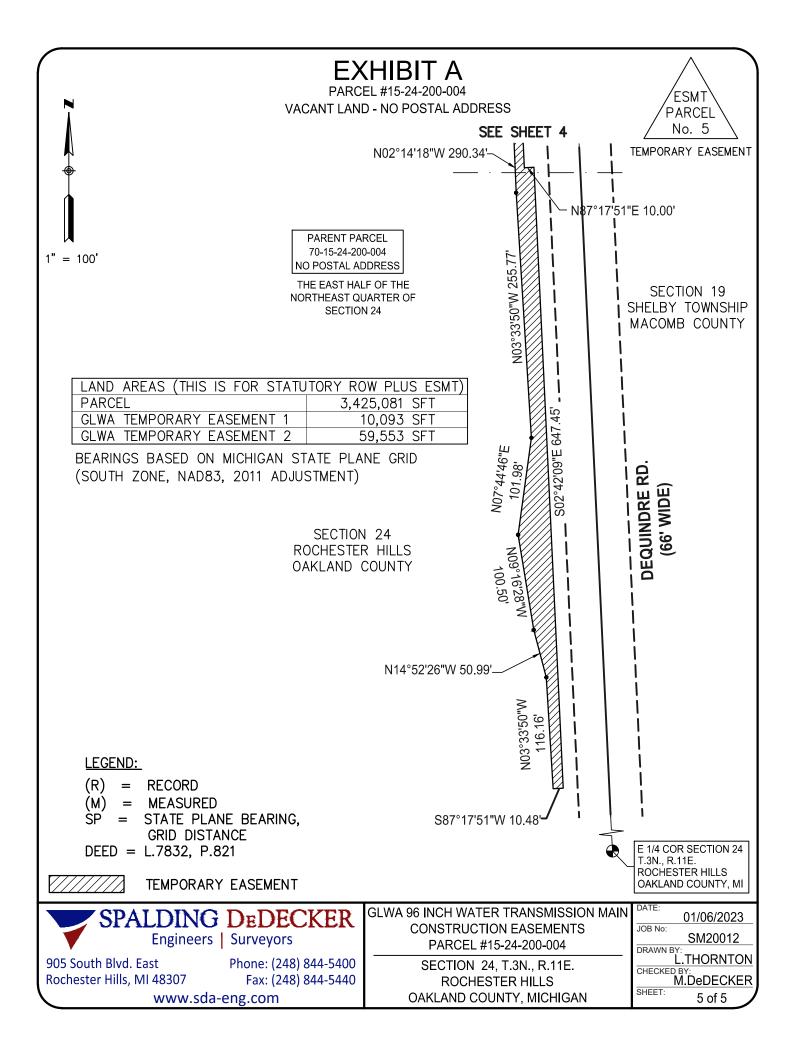


EXHIBIT B-1 PARCEL #15-24-200-004 VACANT LAND - NO POSTAL ADDRESS



# PARENT PARCEL DESCRIPTION

LAND SITUATED IN THE CITY OF ROCHESTER HILLS IN THE COUNTY OF OAKLAND IN THE STATE OF MICHIGAN LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, STATE OF MICHIGAN, TO-WIT: THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 11 EAST.

PER DEED RECORDED IN L.7832, P.821 OAKLAND COUNTY RECORDS

# **TEMPORARY EASEMENT 1 DESCRIPTION**

A VARIABLE WIDTH TEMPORARY EASEMENT LOCATED IN THE NORTHEAST 1/4, OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24, THENCE S89°55'38"W 38.04 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 24 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°55'38"W 28.25 FEET ALONG THE EASE-WEST 1/4 LINE OF SAID SECTION 24; THENCE N08°54'50"W 58.52 FEET; THENCE N03°12'12"W 100.00 FEET; THENCE N18°35'53"E 53.85 FEET; THENCE N03°12'12"W 408.58 FEET; THENCE N87°17'51"E 9.44 FEET; THENCE S02°42'09"E 375.00 FEET ALONG A LINE THAT IS 48 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 24; THENCE N87°17'51"E 10.00; THENCE S02°42'09"E 243.20 FEET ALONG A LINE THAT IS 38 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 24; THENCE N87°17'51"E 10.00; THENCE S02°42'09"E 243.20 FEET ALONG A LINE THAT IS 38 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 24; TO THE POINT OF BEGINNING.

CONTAINING 0.232 ACRES OR 10093.18 SQUARE FEET OF LAND.

BASIS OF BEARINGS: STATE PLANE GRID

SPALDING Engineers	DEDECKER Surveyors	GLWA 96 INCH WATER TRANSMISSION MAIN CONSTRUCTION EASEMENTS PARCEL #15-24-200-004	JOB No: SM20012
905 South Blvd. East Rochester Hills, MI 48307 www.sda-	Phone: (248) 844-5400 Fax: (248) 844-5440 eng.com	SECTION 24, T.3N., R.11E. ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN	L.THORNTON CHECKED BY: M.DeDECKER SHEET: 1 of 2

EXHIBIT B-1 PARCEL #15-24-200-004 VACANT LAND - NO POSTAL ADDRESS



## **TEMPORARY EASEMENT 2 DESCRIPTION**

A VARIABLE WIDTH TEMPORARY EASEMENT LOCATED IN THE NORTHEAST 1/4, OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE S84°19'13"W 33.04 FEET ALONG THE NORTH LINE OF SAID SECTION 24 TO THE POINT OF BEGINNING; THENCE S02°42'09"E 361.81 FEET ALONG A LINE THAT IS 33 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 24; THENCE S87°17'51"W 10.00 FEET; THENCE S02°42'09"E 150.00 FEET ALONG A LINE THAT IS 43 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 24; THENCE S87°17'51"W 5.00 FEET; THENCE S02°42'09"E 195.00 FEET; THENCE S87°17'51"W 10.00 FEET; THENCE S02°42'09"E 607.29 FEET ALONG A LINE THAT IS 58 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 24; THENCE N87°17'51"E 10.00; THENCE S02°42'09"E 647.45 FEET ALONG A LINE THAT IS 48 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 24; THENCE S87°17'51"W 10.48 FEET; N03°33'50"W 116.16 FEET; THENCE N14°52'26"W 50.99 FEET; THENCE N09°16'28"W 100.50 FEET; THENCE N07°44'46"E 101.98 FEET; THENCE N03°33'50"W 255.77 FEET; THENCE N02°14'18"W 290.34 FEET; THENCE N01°44'48"W 38.53 FEET; THENCE S88°15'12"W 10.00 FEET; THENCE N01°44'48"W 50.00 FEET; THENCE S88°15'12"W 40.00 FEET; THENCE N01°44'48"W 100.00 FEET; THENCE N87°46'34"E 50.00 FEET; THENCE N01°44'48"W 148.83 FEET; THENCE S87°20'08"W 2.00 FEET; THENCE N01°44'48"W 49.96 FEET; THENCE N87°17'51"E 2.00 FEET; THENCE N01°44'48"W 212.28 FEET; THENCE WEST 60.00 FEET; THENCE N01°56'34"W 442.67 FEET; THENCE N84°19'13"E 76.63 FEET ALONG THE NORTH LINE OF SAID SECTION 24 TO THE POINT OF BEGINNING.

CONTAINING 1.37 ACRES OR 59,552.94 SQUARE FEET OF LAND.

BASIS OF BEARINGS: STATE PLANE GRID

SPALDING DEDE Engineers   Surveyors	CAEA	GLWA 96 INCH WATER TRANSMISSION MAIN CONSTRUCTION EASEMENTS PARCEL #15-24-200-004	JOB No: SM20012
	8) 844-5400 8) 844-5440	SECTION 24, T.3N., R.11E. ROCHESTER HILLS OAKLAND COUNTY, MICHIGAN	L.THORNTON CHECKED BY: M.DeDECKER SHEET: 2 of 2