

Proposal

TO: Jesse Osmer, Alpena County
FROM: Kristen Wieland and Elisa Seltzer, RRS
DATE: February 13, 2025
RE: Phase 3 MMP Proposal

Background

Revisions to Part 115 of Michigan's Act 451 of 1994 became law in March 2023. The changes require each county in Michigan to develop a Materials Management Plan (MMP) that supports the State's goals to increase the recycling rate to 45% by 2030. Project Objectives

During the timeline outlined in the following pages, RRS proposes to work on behalf of the 5-county planning area to reach broad agreement on the initiatives that are paramount to achieving the waste reduction goals of a variety of stakeholders in the region.

Work Plan

The work plan proposed by RRS is consistent with the required MMP Work Program that is under consideration by the MMP Committee. The work plan presented here lays out the basic requirements of a Materials Management Plan that meets the specifications set forth in revisions to Part 115 of Act 451 of 1994.

TASK 1 | MMP ADMINISTRATION

Subtask 1.1 – MMP Committee Administration

- RRS will coordinate and administer meetings with the MMP Committee on a monthly basis. Additional planning meetings will be scheduled on alternating weeks during the month to allow for reflection and carryover from past meetings and planning for future meetings.

Subtask 1.2 – Interlocal Agreement Committee Administration

- RRS will coordinate and administer in-person meetings with the ILA Committee on a quarterly basis to work toward open dialog and a positive outcome for all counties during the plan development process.

Subtask 1.3 – Grant Administration

- RRS will support each county in the planning region in submitting requests for funding based on EGLE guidance.

TASK 2 | DATA COLLECTION & DISCOVERY PHASE

Subtask 2.1 – Data Request

- A request for available data will be delivered to each county in the data discovery phase. This action will determine what additional data needs exist to enable the Planning Committee to determine goals and associated implementation strategies.

Subtask 2.2 – Data Analysis

- Once all data is gathered, RRS will analyze data according to the Committee’s desired list of managed materials.

Subtask 2.3 – Determination of Baseline Recycling Rate & Status of Benchmark Recycling Standard

- Using the data from previous subtasks, RRS will determine the baseline recycling rate that the regional planning committee can use to compare future improvements against. Additionally, RRS will determine the status of each municipality in the planning area with regard to the Benchmark Recycling Standard as described in Part 115. These findings will serve to inform a preliminary set of goals that will be refined in later tasks.

TASK 3 | COMMUNITY ENGAGEMENT

Subtask 3.1 – Determine Public Participation Mechanisms

- Public engagement is not only a requirement of the planning process but essential to ensure that the Materials Management Plan is reflective of the needs and expectations of the dynamic communities within the planning area. Communication about the MMP is anticipated to include both passive and active engagement through survey(s), individual and small group meetings, and strategic engagements with key stakeholders. A final determination of the community engagement scheme will be discussed with and approved by the Planning Committee.

Subtask 3.2 – Gather Feedback

- To the extent possible, RRS will utilize local trusted messengers to convey the opportunity to provide feedback from the public regarding the MMP development. Tools will be developed

TASK 4 | ANALYSIS AND OPPORTUNITIES PHASE

Subtask 4.1 – Gap Analysis and System Needs Assessment

- Based on findings from the data collection phase, a summary matrix identifying gaps in the regional materials management system and corresponding mechanisms that can serve to fill the gaps will be developed.

Subtask 4.2 – Best Practices Evaluation and Recommendations

- Using RRS’ expertise in designing and operating best-in-class programs, services, and facilities, a summary of best practices will be paired with the gap analysis and needs assessment to identify potential costs and benefits of each.

Subtask 4.3 – Supporting Policy and Funding Mechanisms Evaluation

- All opportunities identified for inclusion in the Materials Management Plan will need to also include mechanisms that provide sustainable funding. Outputs from Subtask 4.1 and 4.2 will be paired with potential funding mechanisms for consideration and recommendation by the committee.

Subtask 4.4 – Siting Criteria

- Part 115 requires counties to specify siting criteria for facilities to ensure there is a clearly defined process to add new infrastructure to manage existing and new material tonnage. RRS will recommend siting criteria for the MMPC to consider to meet the goals of the region.

TASK 5 | PREPARE DRAFT MATERIALS MANAGEMENT PLAN

Subtask 5.1 – Prepare Draft Plan

- Using a template provided/approved by EGLE, RRS will prepare a draft MMP that contains all required and supplemental components as outlined in Part 115 of Michigan’s Act 451 of 1994, as amended.

Subtask 5.2 – Develop Goals and Objectives

- Toward EGLE’s 30% and 45% municipal solid waste recycling rates by 2029 and 2032, RRS will guide the planning committee in the development of goals and objectives that are appropriate and attainable

Subtask 5.3 – Strategy to Implement Plan, including Funding

- Utilizing outputs to this point in the project, RRS will develop an implementation plan that includes funding mechanisms that have been reviewed and deemed feasible to the MMPC.

Subtask 5.4 – Outline Tasks and Timelines for Meeting Plan Goals and Objectives

- A Gantt chart will be developed to support decision making toward the adopted goals and objectives, including key decision points, a schedule for regular evaluation of key performance indicators (KPI) in meeting intended outcomes, and other important dates to ensure continued funding toward future MMP initiatives.

TASK 6 | PLAN ADOPTION

Using the statutory timeline as a basis for plan adoption, RRS will determine a timeframe by which approvals must be made and support the MMPC in gaining the approvals necessary for adoption, including:

Subtask 6.1 – MMP Committee Draft Plan Approval

Subtask 6.2 – Distribution of Draft Plan

Subtask 6.3 – Receive & Consider Public Comment

Subtask 6.4 – Finalization and Adoption of Materials Management Plan

- Submission of a revised MMP to Planning Committee within 30 days of request for revisions, if necessary.
- Approval of revised MMP from Planning Committee within 30 days of request for revisions
- Submission of final MMP to CAA of each county for approval.
- Approval of MMP by each CAA.
- Documentation of the submission of the MMP to the legislative body of each municipality located in the planning area.
- Within 120 days of submission to each municipality, documentation and notification of the approval or rejection of the MMP.
- Notification to EGLE of the number of approvals or rejections; if 2/3 approval of municipalities that timely notified the DPA, support Alpena County in submitting approved plan to EGLE.

TASK 7 | PLAN IMPLEMENTATION

RRS stands ready to support the 5-county planning region in implementing the MMP once submitted and approved by EGLE. A new scope of work with associated budget and timeline will be prepared to be responsive to the needs at that time.

TASK 8 | ON DEMAND

Should needs arise that fall outside this scope of work, RRS will prepare a description of proposed activities with an associated budget for review and approval prior to initiating the work.

Assumptions

The following assumptions have been made in developing the tasks and budget outlined in this scope of work:

- All committee costs (food, printing/binding, committee mileage at IRS rates, per diem of \$50/100 per meeting) will be paid by RRS.
- Meeting rooms will be coordinated by the MMP Committee and rooms will be free of charge.
- Budget may be moved between tasks and RRS will manage to the project budget, not the task budget.

Project Timeline

Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. The following preliminary project timeline will be discussed and confirmed at project authorization.

	2025				2026				2027			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1 – MMP Administration	●	●	●	●	●	●	●	●	●	●	●	●
Task 2 – Data Collection & Discovery	●	●	●	●	●							
Task 3 – Community Engagement		●	●	●	●	●	●	●	●	●		
Task 4 – Analysis & Opportunities				●	●	●						
Task 5 – Draft Materials Management Plan			●	●	●	●	●					
Task 6 – Plan Adoption							●	●	●	●		
Task 7 – Plan Implementation											●	●

Project Budget

Compensation for this scope of work will be on a fixed fee basis at a cost not to exceed \$306,045 (\$61,209 per county). RRS estimates the following expenses as part of this agreement and considers these expenses to be approved with the authorization of this agreement, including MMP administration (postage, food, mileage, printing and per diems), Community Engagement (surveys, website development, communications collateral, meetings) and Plan Adoption (printing, postage, travel). Any additional expenses above the estimated expenses identified below, will be approved by the client in advance and invoiced to the client at cost (no mark-up).

Any work that falls outside of this scope of work will be subject to a change order process where the specific project assignment and budget will be outlined and authorized by both entities. RRS will not execute any out-of-scope work until an authorized change order is in place.

RRS can commence work effective 2/14/2025. This contract and pricing will be valid until 12/31/25.

Additional On-Demand Services: The client may request additional work/tasks outside of this work scope and budget if both parties agree in advance. All additional hours will be performed and invoiced on a time and materials basis accordingly.

Phase 3 Budget Detail

	LABOR (ESTIMATE)	EXPENSES (ESTIMATE)	TOTAL (ESTIMATE)
Task 1 – MMP Administration	\$95,300	\$32,000	\$127,300
Task 2 – Data Collection & Discovery	\$28,572	\$-	\$28,572
Task 3 – Community Engagement	\$33,460	\$10,000	\$43,630
Task 4 – Analysis & Opportunities	\$26,493	\$-	\$26,493
Task 5 – Draft Materials Management Plan	\$40,320	\$-	\$40,320
Task 6 – Plan Adoption	\$34,230	\$5,500	\$39,730
Task 7 – Plan Implementation (optional)			
Task 8 – On Demand – hourly rates			
TOTAL	\$258,545	\$47,500	\$306,045
TOTAL PER COUNTY			\$61,209

Project Authorization

CLIENT NAME: NE MI 5-COUNTY REGIONAL MMP

Resource Recycling Systems, Inc. (RRS)

416 Longshore Drive, Ann Arbor, MI 48105 • Office: 734.996.1361 • Fax: 734.996.5595 • www.recycle.com

Project Manager

Kristen Wieland
616.293.7175 • kwieland@recycle.com

Invoicing Contact

Che Pomo
734.996.1361 x 151 • cpomo@recycle.com

Timeline

Dates listed represent the earliest time RRS can commence and complete work for this project. Upon project authorization, the client and RRS will identify start and end dates agreeable to both parties.

Start Date: February 14, 2025 • End Date: 7/30/2027

Project Budget

RRS will perform the work as assigned by the client for a fixed price not to exceed \$306,045 as identified above. The total of the fee proposal shall control and the project team may reallocate effort and cost within the total.

Payment Terms

RRS will invoice each county in the 5-county planning region on a monthly or quarterly basis with fees not exceeding the costs as shown in the above proposal. The client will process and make payment on the invoices within the next immediate pay cycle following reimbursement from EGLE for the previous reimbursement request and no later than 60 days from receipt of the invoice.

Contract Terms

RRS agrees to complete the work scope above in accordance to the terms and conditions of this proposal. Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. A purchase order or authorization letter/email may accompany the signed Project Authorization page. If a change of work scope and/or additional funding is required during the course of the project, RRS will submit a change order to the client for approval before work continues.

Authorized Client Signature

Printed Name

Date

Authorized RRS Signature

Printed Name

Date

Terms & Conditions

1. **Authorization to proceed.** Signing this form shall be construed as authorization by CLIENT for Resource Recycling Systems (RRS) to proceed with the work, unless otherwise provided for in the authorization.
2. **Client responsibilities.** CLIENT must furnish full information as related to the project and agree to requirements when requested and to make available pertinent existing data.
3. **Confidentiality.** RRS shall not share information provided by the CLIENT with anyone other than necessary RRS personnel, unless otherwise directed by the CLIENT.
4. **Expenses.** Unless stipulated otherwise, CLIENT shall compensate RRS for reimbursable expenses defined as: Those costs incurred on or directly for CLIENT project, including but not limited to necessary transportation costs, meals and lodging, laboratory analyses, computer services, special equipment services, trade show charges, delivery charges, telephone, and telefax charges, copying and binding charges and outside technical/professional services. Reimbursement for these expenses shall be on the basis of actual charges plus ten percent with prior approval by CLIENT when furnished by outside sources and on the basis of usual commercial charges or separate rate schedules when furnished by RRS.
5. **Cost estimates.** Any cost estimates provided by RRS will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures, RRS cannot warrant that bids or ultimate costs will not vary from these cost estimates.
6. **Professional standards/warranty.** RRS shall be responsible, to the level of competency presently maintained by other practicing consultants in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this authorization. RRS makes no other warranty, express or implied, with regard to its capacity, the work performed under this authorization, or the ultimate performance or compliance of the project.
7. **Termination.** Either CLIENT or RRS may terminate this authorization with or without cause by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay RRS in full for all work previously performed prior to effective date of termination. Upon receipt of such payment, RRS will return to CLIENT all documents and information which is the property of CLIENT. If no notice of termination is given, obligations created by this authorization shall be terminated upon completion of all applicable requirements of the authorization.
8. **Mediation/arbitration.** To resolve any conflicts that arise during the project or following completion of the project, the CLIENT and RRS agree that all disputes between them relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. In the event the parties to this agreement are unable to reach a settlement of any dispute arising out of the services under this agreement in accordance with this section then such controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
9. **Legal expenses.** In the event legal action, including arbitration, is brought by CLIENT or RRS against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for fees, costs and expenses incurred as a result of that action.
10. **Payment to RRS.** In addition to any other remedies RRS may have, RRS shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
11. **Limitation of liability.** RRS's liability to the CLIENT for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
12. **Ownership of work product.** CLIENT shall be the owner of the Deliverables delivered to the CLIENT, subject to the following reserved rights of RRS: (1) RRS is the sole owner of all analytical concepts and protocols contained in or used to develop those Deliverables, (2) RRS is the sole owner of any data included in those Deliverables that was collected by RRS other than in performing its work under this Agreement and (3) RRS may include the data collected in performing its work under this Agreement in the general database maintained by RRS and RRS is the sole owner of that general data base.
13. **Authorization to use client name, logos, project materials.** CLIENT grants to RRS a non-exclusive, royalty free license to use CLIENT's name, logos, and related project materials for use in promotional materials and for marketing and advertising purposes unless otherwise specified in a non-disclosure agreement.
14. **Complete agreement.** This agreement and its attachments constitute the full and complete agreement of RRS and CLIENT regarding the subject matter of this agreement, and no other agreements, written or oral shall apply. This agreement may be modified only by written agreement signed by both parties.
15. **Governing law.** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
16. **Nondiscrimination.** RRS covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, financial status or protected activity. In addition, RRS covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of these covenants may be regarded as a material breach of this agreement.