

**MISCELLANEOUS RESOLUTION #18065**

**March 8, 2018**

**BY: Commissioner Michael Spisz, Chairperson, Economic Development & Community Affairs Committee**  
**IN RE: DEPARTMENT OF ECONOMIC DEVELOPMENT & COMMUNITY AFFAIRS — APPROVAL OF**  
**2018 NO HAZ INTERLOCAL AGREEMENT**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS Oakland County and its northern municipalities are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and WHEREAS the improper handling and disposal of toxic and poisonous household chemicals poses a health risk to our citizens; and

WHEREAS recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland residents; and

WHEREAS collection events for household hazardous waste are widely accepted as the best way to provide citizens with a safe way to dispose of these toxic and poisonous household chemicals, meet Phase II Stormwater Protection requirements, encourage pollution prevention and enhance environmental health and safety in the home; and

WHEREAS Oakland County, through its Department of Economic Development and Community Affairs has facilitated the creation of the North Oakland Household Hazardous Waste Consortium (NO HAZ); and WHEREAS participating municipalities have appointed an official representative to the NO HAZ Consortium Board; and

WHEREAS the NO HAZ Consortium has developed a household hazardous waste collection program; and

WHEREAS the municipalities recognize and agree that absent an agreement with the County, the County has no obligation to facilitate such a program; and

WHEREAS the County's Corporation Counsel has reviewed and approved an Interlocal Agreement between the County and a number of municipalities in North Oakland County for the creation of a program to collect household hazardous waste; and

WHEREAS to date, the following municipalities have approved the Interlocal Agreement: Addison Township, Groveland Township, City of Lake Angelus, Independence Township, Oakland Township, Oxford Township, Orion Township, City of Pontiac, City of Rochester, City of Rochester Hills; Rose Township, Springfield Township and Waterford Township; and

WHEREAS Oakland County is reimbursed by the member communities for all costs and expenses associated with the facilitation of this program.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves the attached Interlocal Agreement and authorizes the Chairperson of the Board of Commissioners to sign the Agreement with all municipalities who have signed the Interlocal Agreement and passed a resolution in support thereof.

Chairperson, on behalf of the Economic Development & Community Affairs Committee, I move the adoption of the foregoing resolution.



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Commissioner Michael Spisz, District #3  
Chairperson, Economic Development &  
Community Affairs Committee

**ECONOMIC DEVELOPMENT AND COMMUNITY AFFAIRS COMMITTEE**

Motion carried unanimously on a roll call vote with Quarles absent.

FISCAL NOTE (MISC. #18065)

March 8, 2018

BY: Commissioner Thomas Middleton, Chairperson, Finance Committee

IN RE: DEPARTMENT OF ECONOMIC DEVELOPMENT & COMMUNITY AFFAIRS — APPROVAL OF  
2018 NO HAZ INTERLOCAL AGREEMENT

To the Oakland and County Board of Commissioners

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. Oakland County, through its Department of Economic Development and Community Affairs, has facilitated the creation of the North Oakland Household Hazardous Waste Consortium (NO HAZ) to provide household hazardous waste collection services to residents of northern Oakland County.
2. Resolution approves the 2018 NO HAZ Interlocal Agreement and authorizes the Chairperson of the Board of Commissioners to sign the Agreement with all municipalities who have signed the Interlocal Agreement and passed a resolution in support thereof.
3. The Interlocal Agreement requires participating municipalities to reimburse the County for all costs incurred in connection with the NO HAZ program.
4. No budget amendment is required at this time as the FY 2018 Budget includes related revenues and expenditures for the 2018 NO HAZ Program.



Commissioner Thomas Middleton, District #4  
Chairperson, Finance Committee

**FINANCE COMMITTEE VOTE:**

Motion carried unanimously on a roll call vote.

## **ADR REVIEW SIGN OFF – Economic Development & Community Affairs**

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**RESOLUTION TITLE:** Economic Development & Community Affairs – Approval of 2018 NO HAZ Interlocal Agreement

**DEPARTMENT CONTACT PERSON:** Whitney Calio/858-2071

**DATE:** February 13, 2018

### **DEPARTMENT REVIEW**

**Department of Human Resources:**

Approved (No Committee) - Heather Mason (2/7/2018)

**Department of Management and Budget:**

Approved – Lynn Sonkiss (2/12/2018)

**Corporation Counsel:**

Approved – Ahmad Roby (2/13/2018)

**NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE  
INTERLOCAL AGREEMENT  
BETWEEN  
OAKLAND COUNTY  
AND  
[NAME OF MUNICIPALITY]**

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This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and [Name and Address of Municipality] \_\_\_\_\_ ("MUNICIPALITY").

In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

**1. INTRODUCTORY STATEMENTS**

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

**2. PURPOSE OF AGREEMENT** Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the following goals and objectives.

**3. GOALS OF THE PROGRAM:**

- 3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY'S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.
- 3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

**4. OBJECTIVES OF THE PROGRAM:**

- 4.1 Increase public awareness of return, disposal, and source reduction options.
- 4.2 Initiate a reliable, regular, and convenient collection program for household hazardous waste collection;
- 4.3 Promote knowledge of program requirements;
- 4.4 Help divert significant quantities of household hazardous materials from landfills;
- 4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and
- 4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

**NOW THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this AGREEMENT, the Parties agree to the following:

**5. DEFINITIONS** The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:

- 5.1 **"ACCEPTABLE HAZARDOUS WASTE"** shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.
- 5.2 **"ADMINISTRATIVE COSTS"** shall be defined as any and all Program costs, expenses, wages, salaries, fringe benefit costs, equipment, supplies, administrative overhead, building costs, or any costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. Administrative Costs and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.

- 5.3 **“AGENT” OR “AGENTS”** of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party’s officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons’ successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.
- 5.4 **“AGREEMENT”** means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.
- 5.4.1. **Exhibit A** (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)
- 5.4.2. **Exhibit B** (Population statistics and estimates of percentage of total participation in program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this program for participating MUNICIPALITIES).
- 5.5 **“CLAIM(S)”** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
- 5.6 **“COLLECTION SCHEDULE”** means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2018 year program in cooperation with the NO HAZ Board.
- 5.7 **“COLLECTION SITE PROTOCOL”** shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NO HAZ VENDOR and NO HAZ BOARD, and will update as needed or requested by the parties

- 5.8 **"COUNTY"** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.
- 5.9 **"HAZARDOUS WASTE VENDOR"** shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.
- 5.10 **"HAZARDOUS WASTE COLLECTION COSTS"** shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.
- 5.11 **"MUNICIPALITY"** as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.
- 5.12 **"NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD"** ("**NO HAZ BOARD**") means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.
- 5.13 **"PARTICIPATING MUNICIPALITY"** means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.
- 5.14 **"PROGRAM HOST"** means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.
6. **COUNTY RESPONSIBILITIES** Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:

- 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.
- 6.2 The COUNTY, together with the NO HAZ BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to insure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the agreement in the event of default by the HAZARDOUS WASTE VENDOR.
- 6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NO HAZ BOARD.
- 6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NO HAZ BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.
- 6.5 The COUNTY, in consultation with the NO HAZ BOARD, shall formulate a survey to be filled out by MUNICIPAL residents upon their arrival at a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NO HAZ program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NO HAZ BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NO HAZ BOARD member except as required by law or court order.
- 6.6 The COUNTY shall provide educational support for the Program.

7. **MUNICIPALITY'S RESPONSIBILITIES**

- 7.1 Upon approval of this agreement, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NO HAZ BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the program within the MUNICIPALITY.
- 7.2 Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such



assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting donations on behalf of the Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

7.2.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event. One additional MUNICIPAL AGENT will be provided by each MUNICIPALITY for the collection event held at Oakland University.

7.3 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.

7.3.1 A MUNICIPALITY that had 125 participants or less at the 2017 NO HAZ events will be assessed \$50.00 per collection event in 2018.

7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2017 NO HAZ events will be assessed \$125.00 per collection event in 2018.

7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2017 NO HAZ events will be assessed \$250.00 per collection event in 2018.

7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2018 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.

8. **MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES** The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits,

unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status. The MUNICIPALITY agrees to indemnify and hold harmless the COUNTY from and against any and all CLAIM(S) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to, any MUNICIPALITY AGENT'S wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

9. **NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE** Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.
10. **MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS** If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.
11. **PARTICIPATION FEES** A MUNICIPALITY may charge participating residents a fee to participate in NO HAZ events. This fee will be collected by the COUNTY at the NO HAZ events unless other arrangements have been made with the COUNTY in advance. The fee shall be \$10 or \$15 and the MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.
12. **FINANCIAL RESPONSIBILITIES**
  - 12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.
  - 12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists

of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents participate in the program and there are a total of 10,000 MUNICIPAL residents participating program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

12.2.1 If a MUNICIPALITY hosts a hazardous waste collection event as part of this program on municipally-owned property, the MUNICIPALITY shall be reimbursed by the COUNTY out of the program's administrative budget. The amount of money provided to reimburse a MUNICIPALITY for hosting a collection event shall be a set amount and will be determined by the NO HAZ BOARD. Any expenses incurred by a MUNICIPALITY which are beyond the amount determined by the NO HAZ BOARD to be appropriate for a collection event shall be the sole responsibility of the MUNICIPALITY.

12.2.2 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NO HAZ events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.

12.2.3 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.

12.2.4 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

**13. MUNICIPALITY'S FAILURE TO PAY**

- 13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.
- 13.2 If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this AGREEMENT, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this AGREEMENT. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 13.3 Nothing in this Section shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this AGREEMENT against MUNICIPALITY to secure reimbursement or amounts due the COUNTY under this AGREEMENT. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this AGREEMENT, if the COUNTY pursues any legal action in any court to secure its payment under this AGREEMENT, the MUNICIPALITY agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by MUNICIPALITY.

**14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT**

- 14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 14.2 In any CLAIMS that may arise from the performance of this AGREEMENT, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.

- 14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.
- 14.4 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 the Parties. Nothing in this AGREEMENT shall be construed as a waiver of governmental immunity for either PARTY.

**15. HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY**

15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:

15.1.1 “The Contractor will protect, defend and indemnify the COUNTY, PROGRAM HOSTS, and all PARTICIPATING MUNICIPALITIES, together with their controllers, trustees, officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY, PROGRAM HOSTS or PARTICIPATING MUNICIPALITIES in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor, or any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.”

15.1.2 “The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies.”

15.1.3 “Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the COUNTY, PROGRAM HOSTS, or PARTICIPATING MUNICIPALITIES based upon any CLAIM brought against the COUNTY, PROGRAM HOST, OR PARTICIPATING MUNICIPALITIES by a Contractor Employee.”

**16. LENGTH OF AGREEMENT** This AGREEMENT shall become effective at 12:01 A.M., January 1, 2018, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2018.

17. **TERMINATION OR CANCELLATION OF AGREEMENT** Once the agreement commences (as described in section 11 above), the parties may only terminate this AGREEMENT as provided below:
- 17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this Agreement.
- 17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this program.
18. **SUSPENSION OF SERVICES** Upon notice to the MUNICIPALITY and the NO HAZ ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 13. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
19. **LIMITATION OF LIABILITY** The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.

20. **NO THIRD PARTY BENEFICIARIES** Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
21. **COMPLIANCE WITH LAWS** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
22. **DISCRIMINATION** The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
23. **PERMITS AND LICENSES** Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
24. **RESERVATION OF RIGHTS** 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 the Parties.
25. **FORCE MAJEURE** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
26. **IN-KIND SERVICES.** This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
27. **DELEGATION/SUBCONTRACT/ASSIGNMENT** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
28. **NO IMPLIED WAIVER** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with 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 Party shall subsequently affect its right to require strict performance of this AGREEMENT.

29. **SEVERABILITY** 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, conditions, and provisions of this AGREEMENT shall remain in full force.
30. **CAPTIONS** 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 non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.
31. **NOTICES** 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 person listed below. 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 service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Waste Resource Management, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
- 31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to:
- 
- 31.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
32. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE** 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 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.



**33. AGREEMENT APPROVAL AND AMENDMENT**

33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.

**34. ENTIRE AGREEMENT** This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the terms and conditions herein are contractual and are not a mere recital and that are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.

**35. CONCLUSION:** For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

**IN WITNESS WHEREOF**, \_\_\_\_\_ hereby acknowledges that he has been authorized by a resolution of the \_\_\_\_\_, a certified copy of which is attached, to execute this AGREEMENT on behalf of the MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this AGREEMENT.

EXECUTED: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_

DATE: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this AGREEMENT on behalf of the County of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.

EXECUTED: \_\_\_\_\_

DATE: \_\_\_\_\_

Michael Gingell, Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**

**2018 Projected NO HAZ Budget**

<b>2018 NO HAZ Program Cost Details</b>	
Program Management	\$27,170.00
Collection Costs	5,900.00
Administration	1,122.00
Education and Outreach	\$14,000
<b>TOTAL</b>	<b>\$48,192.00</b>
<b>2018 NO HAZ Hazardous Waste Disposal and Recycling Costs</b>	
Per Vehicle Fee (including computer & electronic waste and latex paint)	*\$36.15 each
<p><i>This Estimate is based on holding five collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately \$5,000 each. Any additional collections will be agreed upon by the County and the NO HAZ Advisory Board.</i></p> <p><i>*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.</i></p>	

**EXHIBIT B - 2018 Estimated Costs**

Municipality	Population (2010 census)	% of population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$10 or \$15 charge	total amount for program
			\$24,096.00			\$24,096.00	\$36.15		
Addison*	6,351	1.69%	\$406.98	101	1.75%	\$422.52	\$3,651.15	\$1,010.00	\$3,470.64
Auburn Hills	21,412	5.69%	\$1,372.09	350	6.08%	\$1,464.17	\$12,652.50	\$0.00	\$15,488.76
Groveland*	5,476	1.46%	\$350.90	53	0.92%	\$221.72	\$1,915.95	\$530.00	\$1,958.57
Independence*	34,681	9.22%	\$2,222.38	638	11.08%	\$2,668.97	\$23,063.70	\$6,380.00	\$21,575.04
Lake Angelus	290	0.08%	\$18.58	33	0.57%	\$138.05	\$1,192.95	\$0.00	\$1,349.58
Oakland*	16,779	4.46%	\$1,075.21	479	8.32%	\$2,003.82	\$17,315.85	\$4,790.00	\$15,604.87
Orion	35,394	9.41%	\$2,268.07	1,116	19.38%	\$4,668.60	\$40,343.40	\$0.00	\$47,280.07
Oxford	20,526	5.46%	\$1,315.32	517	8.98%	\$2,162.78	\$18,689.55	\$0.00	\$22,167.65
Pontiac	59,515	15.83%	\$3,813.75	57	0.99%	\$238.45	\$2,060.55	\$0.00	\$6,112.75
Rochester	12,711	3.38%	\$814.53	336	5.83%	\$1,405.60	\$12,146.40	\$0.00	\$14,366.53
Rochester Hills*	70,995	18.88%	\$4,549.40	1,469	25.50%	\$6,145.32	\$53,104.35	\$14,690.00	\$49,109.06
Rose*	6,250	1.66%	\$400.50	19	0.33%	\$79.48	\$686.85	\$190.00	\$976.84
Springfield*	13,940	3.71%	\$893.28	165	2.86%	\$690.25	\$5,964.75	\$1,650.00	\$5,898.28
Waterford**	71,707	19.07%	\$4,595.02	427	7.41%	\$1,786.28	\$15,436.05	\$6,405.00	\$15,412.35
	<b>376,027</b>	<b>100.00%</b>	<b>\$24,096.00</b>	<b>5,760</b>	<b>100.00%</b>	<b>\$24,096.00</b>	<b>\$208,224.00</b>	<b>\$35,645.00</b>	<b>\$220,771.00</b>

\* = Community charges participants \$10 each to participate in NO HAZ events

\*\* = Community charges participants \$15 each to participate in NO HAZ events

(1.) **This is only an estimate.** The actual costs will be determined by which communities are members of NO HAZ in 2018, and the number of participants in the program from each of the member communities.

(2.) The cost per vehicle including electronic waste is \$36.15.

(3.) The total administration fee is \$48,192.00, which includes 5 collection events.

(4.) The number of participants is estimated using the 2017 number of participants and adding 9%.

(5.) One or two people from each community are required to work at each of the collection events. These costs are not factored into this estimate. Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. A representative from each community is also needed to attend meetings. These are held 1-3 times per year. Costs for this person are not factored into this estimate.

(6.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and NO HAZ Advisory Board, and would result in additional administration costs of approximately \$5,000 per collection.

Resolution #18065

March 8, 2018

Moved by Fleming supported by McGillivray the resolutions (with fiscal notes attached) on the amended Consent Agenda be adopted (with accompanying reports being accepted).

AYES: Crawford, Dwyer, Fleming, Gershenson, Gingell, Hoffman, Jackson, Kochenderfer, Kowall, Long, McGillivray, Middleton, Quarles, Spisz, Taub, Weipert, Woodward, Zack, Berman, Bowman. (20)

NAYS: None. (0)

A sufficient majority having voted in favor, the resolutions (with fiscal notes attached) on the amended Consent Agenda were adopted (with accompanying reports being accepted).

 3/8/18

**I HEREBY APPROVE THIS RESOLUTION  
CHIEF DEPUTY COUNTY EXECUTIVE  
ACTING PURSUANT TO MCL 45.559A (7)**

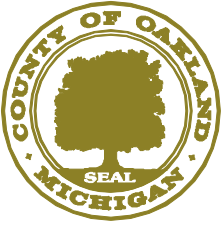
STATE OF MICHIGAN)  
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on March 8, 2018, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the County of Oakland at Pontiac, Michigan this 8<sup>th</sup> day of March, 2018.



Lisa Brown, Oakland County



# OAKLAND COUNTY CLERK/REGISTER OF DEEDS

WWW.OAKGOV.COM/CLERKROD  
ELECTIONS DIVISION

LISA BROWN  
COUNTY CLERK/REGISTER OF DEEDS

JOSEPH J. ROZELL, CERA  
DIRECTOR OF ELECTIONS

April 4, 2018

Michigan Department of State  
Office of the Great Seal  
Richard H. Austin Building, 1<sup>st</sup> Floor  
430 W. Allegan  
Lansing, MI 48918

Dear Office of the Great Seal:

On March 8, 2018 the Board of Commissioners for Oakland County entered into an agreement per MR #18065 – Department of Economic Development and Community Affairs – Approval of 2018 NO HAZ Interlocal Agreement.

As required by Urban Cooperation Act 7 of 1967 - MCL 124.510(4), a copy of the signed agreement with the County of Oakland and the Charter Township of Independence, and the authorizing Board of Commissioners Resolution are enclosed for filing by your office.

Send confirmation of receipt of this agreement to:

Mr. Joseph Rozell, Director of Elections  
Oakland County Clerk/Register of Deeds  
County Service Center, Building #14 East  
1200 N. Telegraph Rd.  
Pontiac, MI 48341

**(Please include our Miscellaneous Resolution number on the confirmation of receipt letter for filing purposes.)**

Contact our office at (248) 858-0564 if you have any questions regarding this matter.

Sincerely,  
COUNTY OF OAKLAND

Joseph J. Rozell, CERA  
Director of Elections

Cc: Pat Davis, Corporation Counsel, Oakland County  
Donna Dyer, Corporation Counsel, Oakland County  
Whitney Calio, Senior Planner, Waste Resource Management  
Barb Pallotta, Clerk, Charter Township of Independence

Enclosures

**ADMINISTRATIVE OFFICE**  
1200 N. TELEGRAPH RD., DEPT. 415  
PONTIAC, MICHIGAN 48341-0415  
(248) 858-0561  
CLERK@OAKGOV.COM

**ELECTIONS DIVISION**  
1200 N. TELEGRAPH RD., DEPT. 417  
PONTIAC, MICHIGAN 48341-0417  
(248) 858-0564  
ELECTIONS@OAKGOV.COM

**LEGAL & VITAL RECORDS**  
1200 N. TELEGRAPH RD., DEPT. 413  
PONTIAC, MICHIGAN 48341-0413  
(248) 858-0581  
CLERKLEGAL@OAKGOV.COM

**REGISTER OF DEEDS**  
1200 N. TELEGRAPH RD., DEPT. 480  
PONTIAC, MICHIGAN 48341-0480  
(248) 858-0605  
DEEDS@OAKGOV.COM

**REGULAR MEETING  
CHARTER TOWNSHIP OF INDEPENDENCE  
TOWNSHIP BOARD MINUTES  
December 19, 2017**

**A. CALL TO ORDER:**

Supervisor Kittle called the meeting to order at 6:10 p.m. at the Independence Township Hall, 6483 Waldon Center Drive, Clarkston, Michigan.

**B. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA:**

**C. ROLL CALL:**

Present: Patrick J. Kittle, Supervisor  
Barbara A. Pallotta, Clerk  
Paul A. Brown, Treasurer  
Jose Aliaga, Trustee  
Rachel J. Loughrin, Trustee  
Ronald A. Ritchie, Trustee  
Andrea K. Schroeder, Trustee (Arrived: 6:16 p.m.)

Absent: None

Others Present: Wendy Hillman, Finance Director  
David McKee, DPW Director  
Mitch Petterson, Fire Chief

There was a quorum present.

**D. APPROVAL OF AGENDA:**

**Motion #2017-12-241:** Trustee Aliaga moved to **APPROVE** the December 19, 2017 Regular Meeting Agenda as presented. Seconded by Treasurer Brown. **VOTE:** Yes: All-6; No: None; Absent: Schroeder. **CARRIED** 6 to 0.

**E. CLOSED SESSION / BUDGET SESSION / STUDY SESSION: None**

**F. BOARD / PUBLIC ANNOUNCEMENTS:**

Trustee Aliaga announced Clarkston High School will be holding its Music Department's Holiday Concert on Wednesday, December 19<sup>th</sup> at 8:00 p.m.

**G. PUBLIC COMMENT: None**

**H. PUBLIC HEARING: None**

**I. PRESENTATIONS AND REPORTS:**

**1. Presentation: DPW Addition - Progress Report (David McKee, DPW Director)**

David McKee provided a PowerPoint presentation of the rendering drawings and photographs on the proposed DPW building renovations and addition,

**2. Presentation:** Independence Township 2018 Budget Plan (Wendy Hillman, Finance Director)

Wendy Hillman provided a PowerPoint presentation to introduce a new method in presenting the Township's budget document based on Government Finance Officers Association (GFOA) guidelines.

**3. Presentation:** North Sashabaw Project Update (Patrick J. Kittle, Supervisor)

Supervisor Kittle summarized the most recent developments related to the North Sashabaw Road Project.

**4. Presentation:** 2018 Supervisor's Scorecard (Patrick J. Kittle, Supervisor)

Supervisor Kittle summarized his 2018 Supervisor's Scorecard.

**J. CARRYOVER / POSTPONED AGENDA ITEMS:** None

**K. CONSENT AGENDA:**

**Motion #2017-12-242:** Trustee Ritchie moved to **APPROVE** the December 5, 2017 Consent Agenda as presented. Seconded by Trustee Aliaga. **VOTE: VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED 7 to 0.**

**1. Approval of the Board of Trustees Regular Meeting Minutes of December 5, 2017 (Barbara A. Pallotta, Clerk)**

**Motion #2017-12-242-1:** Moved to **APPROVE** the Board of Trustees Regular Meeting Minutes of December 5, 2017 as presented.

**2. Approval of the Payroll of December 15, 2017 and Check Run of December 12, 2017 for a Total Amount of \$437,846.14. (Barbara A. Pallotta, Clerk)**

**Motion #2017-12-242-2:** Moved to **APPROVE** the Payroll of December 15, 2017 in the amount of **\$236,090.81** and the Check Run of December 12, 2017, in the amount of **\$201,755.33** for a total amount of **\$437,846.14.**

**3. Approval of 2017 Budget Amendment #44 - General Fund and Fire Fund Budget (Rick Yaeger, Budget and Operations Analyst)**

**Motion #2017-12-242-3:** Moved to **APPROVE** 2017 Budget Amendment #44 as follows:

<u>GENERAL FUND</u>		<u>INCREASE</u>
Expenditures	<u>DESCRIPTION</u>	<u>/(DECREASE)</u>
<b>Town Hall Dept.</b>		
- DECREASE	101-265-921.000 (Electric)	(\$3,750.00)
<b>Streetlighting Dept.</b>		
- INCREASE	101-448-925.001 (S.L. SAD)	\$1,500.00
- INCREASE	101-448-925.002 (S.L. Heather Lakes)	\$500.00
- INCREASE	101-448-925.003 (S.L. Dixie)	\$750.00
- INCREASE	101-448-925.005 (S.L. Misc.)	\$1,000.00
 <b><u>FIRE FUND</u></b>		
<b>Expenditures</b>		
- INCREASE	206-336-818.600 (Profess & Contr Services ALS)	\$7,500.00
- INCREASE	206-336-863.000 (Vehicle Maintenance)	\$10,000.00

**L. ITEMS REMOVED FROM THE CONSENT AGENDA:** None



**M. REGULAR BUSINESS:**

**1. Adoption of Resolution and Approval of 2018 North Oakland County Household Hazardous Waste Program (NO HAZ) Program (David McKee, DPW Director)**

**Motion #2017-12-243:** Trustee Ritchie moved to **ADOPT** resolution to approve the North Oakland Household Hazardous Waste Interlocal Agreement for 2018 between Oakland County and the Charter Township of Independence as follows:

**STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CHARTER TOWNSHIP OF INDEPENDENCE  
RESOLUTION 2017-017**

**THE NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE CONSORTIUM**

WHEREAS, The northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources.

WHEREAS, The improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens.

WHEREAS, Recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents.

WHEREAS, Collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale.

WHEREAS, Oakland County, through its Waste Resource Management Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NO HAZ).

WHEREAS, The NO HAZ Consortium has developed a household hazardous waste collection program.

WHEREAS, A NO HAZ Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NO HAZ program.

WHEREAS, A municipality may charge participating residents a fee to participate in NO HAZ events; Independence Township residents will be charged \$10.00 to participate in the 2018 NO HAZ events, and

WHEREAS, The NO HAZ Interlocal agreement establishes a NO HAZ advisory board to assist and advise Oakland County in the development of the NO HAZ program.

NOW THEREFORE BE IT RESOLVED, That the Charter Township of Independence hereby **APPROVES** the attached NO HAZ Interlocal Agreement and **DIRECTS** the Supervisor to sign the agreement as the authorized representative of the Township, and

BE IT FURTHER RESOLVED, That the Charter Township of Independence hereby appoints David McKee, DPW Director as the Township's official representative to the NO HAZ Advisory Board, to work with the Oakland County Waste Resource Management Division as needed to plan the NO HAZ program for 2018.

Seconded by Trustee Aliaga. **ROLL CALL VOTE:** Yes: Kittle, Pallotta, Brown, Aliaga, Loughrin, Ritchie, Schroeder; No: None; Absent: None. Motion **CARRIED** 7-0.

**2. Amendment to Previously Adopted Motion #2017-11-228 - Purchase of Ambulances / Fire Department (Mitch Petterson, Fire Chief)**

**Amendment to Previously Adopted Motion #2017-11-228**

**Motion #2017-12-244:** Clerk Pallotta moved to **AMEND** previously adopted **Motion #2017-11-228** as moved by Clerk Pallotta and seconded by Trustee Aliaga by **STRIKING** “2018” and **INSERTING** “2017”; **INSERTING** “and purchase agreement” **AFTER** “quote” and **AFTER** “performance bond”. Seconded by Trustee Aliaga. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**Approval of Previously Adopted Motion #2017-11-228 as Amended**

**Motion #2017-11-228** as moved by Clerk Pallotta and seconded by Trustee Aliaga to **ACCEPT** the quote received from Emergency Vehicles Plus of Holland, Michigan through HGACBUY as permitted under Section 3. Standards for Procurement; Articles 1.6 and 3.1 of the Townships Procurement Policy for the purchase of three (3) 2017 Ford F-450 Wheeled Coach Ambulances in an amount not to exceed \$593,390.00; and **DIRECT** the Supervisor to sign the quote and purchase agreement as the authorized representative of the Township; **SUBJECT** to legal review of the performance bond and purchase agreement. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**3. Adoption of Amendments to the Citizen’s Guide to Special Assessment Districts (SAD) (Kimberly Feigley, Director of Assessing)**

**Motion #2017-12-245:** Trustee Schroeder moved to **ADOPT** amendments to the Citizen’s Guide to Special Assessment Districts (SAD) publication, **AUTHORIZE** the Assessor to post this information on the Township website and the Clerk to file with approved Township policies. Seconded by Trustee Aliaga. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**4. Acceptance of Quote and Approval of 2017 Budget Amendment #43 - BS&A Server (Paul A. Brown, Treasurer)**

**Motion #2017-12-246:** Treasurer Brown moved to **ACCEPT** the quote received from I.T. Right of Bath, Michigan, for professional services associated with the purchase and installation of one (1) BS&A Server at Township Hall in an amount not to exceed \$11,579.25 and **DIRECT** the Supervisor to sign the quote as the authorized representative of the Township and **APPROVE** 2017 Budget Amendment #43 as follows:

<u>GENERAL FUND</u>		<u>INCREASE/ (DECREASE)</u>
<b>Expenditures</b>	<b><u>DESCRIPTION</u></b>	
<b>Operating Transfers Out</b>		
- INCREASE	101-965-999.400 (Transfer to Cap Projects)	\$11,600.00
<b><u>GENERAL CIP FUND</u></b>		
<b>Revenues</b>		
- INCREASE	400-000-699.101 (Transfer from General)	\$11,600.00
<b>Expenditures</b>		
- INCREASE	400-265-980.000 (Equipment)	\$11,600.00

Seconded by Trustee Schroeder. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**5. Adoption of Accounts Payable Policy and Repeal of Accounts Payable Audit Policy (Wendy Hillman, Finance Director)**

**a. Adoption of Accounts Payable Policy**

**Motion #2017-12-247-a:** Clerk Pallotta moved to **ADOPT** the Accounts Payable Policy as presented **EFFECTIVE** January 1, 2018. Seconded by Trustee Ritchie. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**b. Repeal of Accounts Payable Policy**

**Motion #2017-12-247-b:** Clerk Pallotta moved to **REPEAL** the Accounts Payable Audit Policy [Motion #2013-01-006] as adopted by the Township Board at their January 8, 2013 Regular Meeting **EFFECTIVE** January 1, 2018. Seconded by Trustee Ritchie. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**6. Adoption of Policy Amendments - Accounting, Auditing and Financial Reporting Policy (Wendy Hillman, Finance Director)**

**Motion #2017-12-248:** Trustee Schroeder moved to **ADOPT** the amendments to the Accounting, Auditing and Financial Policy, as presented **EFFECTIVE** January 1, 2018. Seconded by Trustee Ritchie \ **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**7. Adoption of Wire Transfer Policy (Wendy Hillman, Finance Director)**

**Motion #2017-12-249:** Trustee Aliaga moved to **ADOPT** the Wire Transfer Policy as presented **EFFECTIVE** January 1, 2018. Seconded by Clerk Pallotta. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**8. Adoption of the Non-Sufficient Funds (NSF) Policy (Paul A. Brown, Treasurer)**

**Motion #2017-12-250:** Treasurer Brown moved to **ADOPT** the Non-Sufficient Funds (NSF) as presented **EFFECTIVE** January 1, 2018. Seconded by Trustee Loughrin. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**9. Adoption of Policy Amendment - Asset Management Policy (Barbara A. Pallotta, Clerk)**

**Motion #2017-12-251:** Clerk Pallotta moved to **ADOPT** the amendments to the Asset Management Policy as presented **EFFECTIVE** January 1, 2018. Seconded by Treasurer Brown. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**10. Adoption of Amendments - Board of Trustee Special Rules (Barbara A. Pallotta, Clerk)**

**Motion #2017-12-252:** Trustee Loughrin moved to **ADOPT** the amendments to the Board of Trustee Special Rules as presented **EFFECTIVE** January 1, 2018. Seconded by Treasurer Brown. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**11. Adoption of Amendments - Drug and Alcohol Policy for Operators Requiring a Commercial Driver License (CDL) (Barbara A. Pallotta, Clerk)**

**Motion #2017-12-253:** Trustee Schroeder moved to **ADOPT** the amendments to the Drug and Alcohol Policy for Operators Requiring a Commercial Driver License (CDL) as presented **EFFECTIVE** January 1, 2018. Seconded by Treasurer Brown. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**12. Adoption of Policy Amendment - Township Hall Utilization Policy (Barbara A. Pallotta, Clerk)**

**Motion #2017-12-254:** Trustee Loughrin moved to **ADOPT** the amendments to the Township Hall Utilization Policy as presented **EFFECTIVE** January 1, 2018. Seconded by Trustee Ritchie. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**13. Reappointment of Board and Committee Member (Patrick J. Kittle, Supervisor)**

**Motion #2017-112-255:** Supervisor Kittle moved to **REAPPOINT Carolyn Morrison** to the Senior Adult Activity Center Advisory Committee for a 3-year term scheduled to expire on December 31, 2020. Seconded by Clerk Pallotta. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.

**N. COMMUNICATIONS / FUTURE AGENDA ITEMS / REPORTS:**

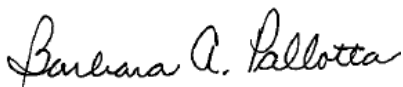
1. **Minutes:** Information Technology Oversight Committee (ITOC) - Final; November 14, 2017
2. **Report:** Building Department Monthly Report - November 2017
3. **Report:** Oakland County Sheriff's Department Monthly Report - November 2017
4. **Communication:** Clark Hill PLC, dated December 5, 2017 - Notification of Application sent to Michigan Liquor Control Commission regarding Transfer of Ownership and Location of SDD License from Billnat Corporation to CVS

(Noted and Filed)

**O. BOARD MEMBER COMMENTS:** None

**P. ADJOURNMENT:**

**Motion #2017-12-256:** Trustee Ritchie moved to **ADJOURN** the Charter Township of Independence Board of Trustees Regular Meeting at 7:13 p.m. on Tuesday, December 19, 2017. Seconded by Treasurer Brown. **VOTE:** Yes: All-7; No: None; Absent: None. **CARRIED** 7 to 0.



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Barbara A. Pallotta, Clerk



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Patrick J. Kittle, Supervisor

**NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE  
INTERLOCAL AGREEMENT  
BETWEEN  
OAKLAND COUNTY  
AND  
CHARTER TOWNSHIP OF INDEPENDENCE**

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This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and **THE CHARTER TOWNSHIP OF INDEPENDENCE, 6483 WALDON CENTER DR, CLARKSTON, MI 48346** ("MUNICIPALITY"). In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

**1. INTRODUCTORY STATEMENTS**

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

**2. PURPOSE OF AGREEMENT** Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the following goals and objectives.

3. **GOALS OF THE PROGRAM:**

- 3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY'S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.
- 3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

4. **OBJECTIVES OF THE PROGRAM:**

- 4.1 Increase public awareness of return, disposal, and source reduction options.
- 4.2 Initiate a reliable, regular, and convenient collection program for household hazardous waste collection;
- 4.3 Promote knowledge of program requirements;
- 4.4 Help divert significant quantities of household hazardous materials from landfills;
- 4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and
- 4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

**NOW THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this AGREEMENT, the Parties agree to the following:

5. **DEFINITIONS** The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:

- 5.1 **"ACCEPTABLE HAZARDOUS WASTE"** shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.
- 5.2 **"ADMINISTRATIVE COSTS"** shall be defined as any and all Program costs, expenses, wages, salaries, fringe benefit costs, equipment, supplies, administrative overhead, building costs, or any costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. Administrative Costs and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.

- 5.3 **“AGENT” OR “AGENTS”** of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party’s officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons’ successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.
- 5.4 **“AGREEMENT”** means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.
- 5.4.1. **Exhibit A** (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)
- 5.4.2. **Exhibit B** (Population statistics and estimates of percentage of total participation in program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this program for participating MUNICIPALITIES).
- 5.5 **“CLAIM(S)”** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
- 5.6 **“COLLECTION SCHEDULE”** means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2018 year program in cooperation with the NO HAZ Board.
- 5.7 **“COLLECTION SITE PROTOCOL”** shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NO HAZ VENDOR and NO HAZ BOARD, and will update as needed or requested by the parties

- 5.8 **“COUNTY”** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons’ successors.
- 5.9 **“HAZARDOUS WASTE VENDOR”** shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.
- 5.10 **“HAZARDOUS WASTE COLLECTION COSTS”** shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.
- 5.11 **“MUNICIPALITY”** as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons’ successors.
- 5.12 **“NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD” (“NO HAZ BOARD”)** means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.
- 5.13 **“PARTICIPATING MUNICIPALITY”** means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.
- 5.14 **“PROGRAM HOST”** means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.
6. **COUNTY RESPONSIBILITIES** Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:



- 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.
- 6.2 The COUNTY, together with the NO HAZ BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to insure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the agreement in the event of default by the HAZARDOUS WASTE VENDOR.
- 6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NO HAZ BOARD.
- 6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NO HAZ BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.
- 6.5 The COUNTY, in consultation with the NO HAZ BOARD, shall formulate a survey to be filled out by MUNICIPAL residents upon their arrival at a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NO HAZ program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NO HAZ BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NO HAZ BOARD member except as required by law or court order.
- 6.6 The COUNTY shall provide educational support for the Program.

7. **MUNICIPALITY'S RESPONSIBILITIES**

- 7.1 Upon approval of this agreement, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NO HAZ BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the program within the MUNICIPALITY.
- 7.2 Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such

assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting donations on behalf of the Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

7.2.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event. One additional MUNICIPAL AGENT will be provided by each MUNICIPALITY for the collection event held at Oakland University.

7.3 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.

7.3.1 A MUNICIPALITY that had 125 participants or less at the 2017 NO HAZ events will be assessed \$50.00 per collection event in 2018.

7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2017 NO HAZ events will be assessed \$125.00 per collection event in 2018.

7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2017 NO HAZ events will be assessed \$250.00 per collection event in 2018.

7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2018 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.

8. **MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES** The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits,

unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status. The MUNICIPALITY agrees to indemnify and hold harmless the COUNTY from and against any and all CLAIM(S) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to, any MUNICIPALITY AGENT'S wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

9. **NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE** Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.
10. **MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS** If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.
11. **PARTICIPATION FEES** A MUNICIPALITY may charge participating residents a fee to participate in NO HAZ events. This fee will be collected by the COUNTY at the NO HAZ events unless other arrangements have been made with the COUNTY in advance. The fee shall be \$10 or \$15 and the MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.
12. **FINANCIAL RESPONSIBILITIES**
  - 12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.
  - 12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists

of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents participate in the program and there are a total of 10,000 MUNICIPAL residents participating program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

- 12.2.1 If a MUNICIPALITY hosts a hazardous waste collection event as part of this program on municipally-owned property, the MUNICIPALITY shall be reimbursed by the COUNTY out of the program's administrative budget. The amount of money provided to reimburse a MUNICIPALITY for hosting a collection event shall be a set amount and will be determined by the NO HAZ BOARD. Any expenses incurred by a MUNICIPALITY which are beyond the amount determined by the NO HAZ BOARD to be appropriate for a collection event shall be the sole responsibility of the MUNICIPALITY.
- 12.2.2 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NO HAZ events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.
- 12.2.3 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.
- 12.2.4 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

**13. MUNICIPALITY'S FAILURE TO PAY**

- 13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.
- 13.2 If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this AGREEMENT, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this AGREEMENT. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 13.3 Nothing in this Section shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this AGREEMENT against MUNICIPALITY to secure reimbursement or amounts due the COUNTY under this AGREEMENT. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this AGREEMENT, if the COUNTY pursues any legal action in any court to secure its payment under this AGREEMENT, the MUNICIPALITY agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by MUNICIPALITY.

**14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT**

- 14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 14.2 In any CLAIMS that may arise from the performance of this AGREEMENT, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.

- 14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.
- 14.4 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 the Parties. Nothing in this AGREEMENT shall be construed as a waiver of governmental immunity for either PARTY.

15. **HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY**

15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:

15.1.1 “The Contractor will protect, defend and indemnify the COUNTY, PROGRAM HOSTS, and all PARTICIPATING MUNICIPALITIES, together with their controllers, trustees, officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY, PROGRAM HOSTS or PARTICIPATING MUNICIPALITIES in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor, or any sub-contractor, or any employee, agent or representative of the Contractor or subcontractor.”

15.1.2 “The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies.”

15.1.3 “Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the COUNTY, PROGRAM HOSTS, or PARTICIPATING MUNICIPALITIES based upon any CLAIM brought against the COUNTY, PROGRAM HOST, OR PARTICIPATING MUNICIPALITIES by a Contractor Employee.”

16. **LENGTH OF AGREEMENT** This AGREEMENT shall become effective at 12:01 A.M., January 1, 2018, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2018.

17. **TERMINATION OR CANCELLATION OF AGREEMENT** Once the agreement commences (as described in section 11 above), the parties may only terminate this AGREEMENT as provided below:
- 17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this Agreement.
- 17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this program.
18. **SUSPENSION OF SERVICES** Upon notice to the MUNICIPALITY and the NO HAZ ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 13. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
19. **LIMITATION OF LIABILITY** The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.

20. **NO THIRD PARTY BENEFICIARIES** Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
21. **COMPLIANCE WITH LAWS** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
22. **DISCRIMINATION** The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
23. **PERMITS AND LICENSES** Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
24. **RESERVATION OF RIGHTS** 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 the Parties.
25. **FORCE MAJEURE** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
26. **IN-KIND SERVICES**. This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
27. **DELEGATION/SUBCONTRACT/ASSIGNMENT** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
28. **NO IMPLIED WAIVER** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with 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 Party shall subsequently affect its right to require strict performance of this AGREEMENT.

29. **SEVERABILITY** 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, conditions, and provisions of this AGREEMENT shall remain in full force.
30. **CAPTIONS** 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 non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.
31. **NOTICES** 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 person listed below. 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 service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Waste Resource Management, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
- 31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to: David McKee DPW Director, 6050 Flemings Lake Rd, Clarkston, MI 48346
- 31.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
32. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE** 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 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

33. **AGREEMENT APPROVAL AND AMENDMENT**

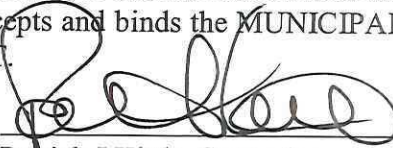
33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.

34. **ENTIRE AGREEMENT** This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.

35. **CONCLUSION:** For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

IN WITNESS WHEREOF, Patrick J Kittle hereby acknowledges that he has been authorized by a resolution of the Charter Township of Independence a certified copy of which is attached, to execute this AGREEMENT on behalf of the MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this AGREEMENT.

EXECUTED:   
Patrick J Kittle, Supervisor  
Charter Township of Independence

DATE: 12-19-17

WITNESSED: 

DATE: 12-19-17

IN WITNESS WHEREOF, the Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this AGREEMENT on behalf of the County of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.

EXECUTED:   
Michael Gingell, Chairperson  
Oakland County Board of Commissioners

DATE: 3-21-18

WITNESSED: 

DATE: 3-21-18

**EXHIBIT A**

**2018 Projected NO HAZ Budget**

<b>2018 NO HAZ Program Cost Details</b>		
Program Management		\$27,170.00
Collection Costs		5,900.00
Administration		1,122.00
Education and Outreach		\$14,000
<b>TOTAL</b>		<b>\$48,192.00</b>
<b>2018 NO HAZ Hazardous Waste Disposal and Recycling Costs</b>		
Per Vehicle Fee (including computer & electronic waste and latex paint)		*\$36.15 each
<p><i>This Estimate is based on holding five collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately \$5,000 each. Any additional collections will be agreed upon by the County and the NO HAZ Advisory Board.</i></p> <p><i>*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.</i></p>		

**EXHIBIT B - 2018 Estimated Costs**

Municipality	Population (2010 census)	% of population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$10 or \$15 charge	total amount for program
			<b>\$24,096.00</b>			<b>\$24,096.00</b>	<b>\$36.15</b>		
Addison*	6,351	1.69%	\$406.98	101	1.75%	\$422.52	\$3,651.15	\$1,010.00	\$3,470.64
Auburn Hills	21,412	5.69%	\$1,372.09	350	6.08%	\$1,464.17	\$12,652.50	\$0.00	\$15,488.76
Groveland*	5,476	1.46%	\$350.90	53	0.92%	\$221.72	\$1,915.95	\$530.00	\$1,958.57
Independence*	34,681	9.22%	\$2,222.38	638	11.08%	\$2,668.97	\$23,063.70	\$6,380.00	\$21,575.04
Lake Angelus	290	0.08%	\$18.58	33	0.57%	\$138.05	\$1,192.95	\$0.00	\$1,349.58
Oakland*	16,779	4.46%	\$1,075.21	479	8.32%	\$2,003.82	\$17,315.85	\$4,790.00	\$15,604.87
Orion	35,394	9.41%	\$2,268.07	1,116	19.38%	\$4,668.60	\$40,343.40	\$0.00	\$47,280.07
Oxford	20,526	5.46%	\$1,315.32	517	8.98%	\$2,162.78	\$18,689.55	\$0.00	\$22,167.65
Pontiac	59,515	15.83%	\$3,813.75	57	0.99%	\$238.45	\$2,060.55	\$0.00	\$6,112.75
Rochester	12,711	3.38%	\$814.53	336	5.83%	\$1,405.60	\$12,146.40	\$0.00	\$14,366.53
Rochester Hills*	70,995	18.88%	\$4,549.40	1,469	25.50%	\$6,145.32	\$53,104.35	\$14,690.00	\$49,109.06
Rose*	6,250	1.66%	\$400.50	19	0.33%	\$79.48	\$686.85	\$190.00	\$976.84
Springfield*	13,940	3.71%	\$893.28	165	2.86%	\$690.25	\$5,964.75	\$1,650.00	\$5,898.28
Waterford**	71,707	19.07%	\$4,595.02	427	7.41%	\$1,786.28	\$15,436.05	\$6,405.00	\$15,412.35
	<b>376,027</b>	<b>100.00%</b>	<b>\$24,096.00</b>	<b>5,760</b>	<b>100.00%</b>	<b>\$24,096.00</b>	<b>\$208,224.00</b>	<b>\$35,645.00</b>	<b>\$220,771.00</b>

\* = Community charges participants \$10 each to participate in NO HAZ events

\*\* = Community charges participants \$15 each to participate in NO HAZ events

(1.) **This is only an estimate.** The actual costs will be determined by which communities are members of NO HAZ in 2018, and the number of participants in the program from each of the member communities.

(2.) The cost per vehicle including electronic waste is \$36.15.

(3.) The total administration fee is \$48,192.00, which includes 5 collection events.

(4.) The number of participants is estimated using the 2017 number of participants and adding 9%.

(5.) One or two people from each community are required to work at each of the collection events. These costs are not factored into this estimate. Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. A representative from each community is also needed to attend meetings. These are held 1-3 times per year. Costs for this person are not factored into this estimate.

(6.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and NO HAZ Advisory Board, and would result in additional administration costs of approximately \$5,000 per collection.