

# RECYCLING AND ORGANICS INFRASTRUCTURE GRANT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND CITY OF ANN ARBOR

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and City of Ann Arbor ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in Public Act No: 0166 of 2020. This Agreement is subject to the terms and conditions specified herein.

Project Name: <u>Drop-off Station</u>	Project #:				
Amount of grant: \$850,000.00	% of grant state <u>100 %</u> of grant federal <u>0</u>				
Amount of match: \$212,500.00 = 20%	Project Total: \$1,062,500.00 (grant plus match)				
Start Date (date executed by EGLE):	End Date:				
GRANTEE CONTACT:	STATE'S CONTACT:				
Jennifer Petoskey	Jeff Krcmarik				
Name/Title	Name/Title				
City of Ann Arbor	Materials Mgt Division/Kalamazoo Office				
Organization	Division/Bureau/Office				
4251 Stone School Rd.	7953 Adobe Rd.				
Address	Address				
Ann Arbor, MI 48108	Kalamazoo, MI 49009				
Address	Address				
734-794-6350 x43317 Telephone number	269-615-2912 Telephone number				
relephone number	releptione number				
Fax number	Fax number				
jpetoskey@a2gov.org	krcmarikj@michigan.gov				
E-mail address	E-mail address				
38-6004534					
Federal ID number – (Required for Federal Funding)					
00-491-3166					
Grantee DUNS number - (Required for Federal Funding)					
	es that they are authorized to sign this Agreement on behalf of of this Agreement, including any attached appendices, as set				
FOR THE GRANTEE:					
Signature	Date				
, Name/Title					
FOR THE STATE:					
Signature					
Elizabeth M. Browne, Director, Materials Mana	agement Division				

#### I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

- (A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.
- (B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

#### II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

#### III. CHANGES

Any changes to this Agreement [other than budget line-item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

#### IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

- (C) All products shall acknowledge that the project was supported in whole or in part by Recycling Program, EGLE, per the guidelines provided by the program.
- (D) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

#### V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.
- (C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.
- (E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

#### VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

#### VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

#### VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

#### IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

#### X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

#### XI. LIABILITY

- (A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.
- (B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

#### XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

#### XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2).

"Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

#### XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

#### XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

#### XVI. <u>INSURANCE</u>

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

#### XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this

Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

#### XVIII. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.
- (E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService).
- (F) An amount equal to 5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.
- (G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

#### XIX. CLOSEOUT

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

#### XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

#### XXI. TERMINATION

- (A) This Agreement may be terminated by the State as follows.
  - (1) Upon 30 days written notice to the Grantee:
    - a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
    - b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
    - c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
    - d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
    - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).
  - (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
    - a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
    - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
    - c. Convicted under State or federal antitrust statutes; or
    - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
    - e. Added to the federal or state Suspension and Debarment list.
- (B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

#### XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

#### PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

#### **GRANT APPLICATION; PROJECT SCOPE**

The scope of this project is outlined in the Grantee's approved Fiscal Year 2021 Recycling and Organics Infrastructure Grant Program Proposal, which is included in this Agreement in Appendix B, as well as any subsequent modifications to the original grant proposal as approved by the State. The grantee shall adhere to the budget, tasks, deliverables, and timeline identified in Appendix B.

#### **GRANT REIMBURSEMENT PROCESS**

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 29, 2024. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

All grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement must be requested in conjunction with required, quarterly progress reports. Total payment made to the Grantee by the State shall not exceed the amount identified in this grant agreement. Any costs associated with the project that exceed the awarded grant amount shall be the responsibility of the Grantee. Reimbursement forms will be available on the EGLE's Recycling Program website located at Michigan.gov/MiRecycles.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

#### RECAPTURE

The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- a. it fails to comply with the entirety of the grantee's grant application attached, including all budget, tasks and timeline;
- b. it sells, exchanges, or disposes of any equipment described in this Agreement without the Grantor's written approval; or
- c. the State of Michigan determines that there has been a default under the Agreement and seeks reimbursement.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

The Grantee's obligation under this sub-section shall survive five years beyond the term of this Agreement.

#### REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period. A reporting calendar can be found in Section IV of the boilerplate agreement language.

#### **QUARTERLY REPORTS**

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2023.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

#### I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect, along with an explanation and a description of tasks completed during the period.
- B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

#### II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

#### III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

#### IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations. If at any time the Grantee becomes aware that any materials collected or processed in association with grant purchases are being disposed, the Grantee must immediately notify EGLE and must document the issue in the next quarterly report. The Grantee must also submit for EGLE review the steps that will be taken to address the issue and the expected timeframe for resolution.

#### V. ADDITIONAL COMMENTS

A. Provide any additional comments relevant to the status of the project and its operations.

#### VI. FINANCIAL DOCUMENTATION

A. Provide required documentation for funds expended during the reporting period, including proof of payment and proof of receipt of goods.

#### FINAL PROJECT REPORT

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2024. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

#### I. PROJECT DESCRIPTION

- A. Provide a description of the project funded.
  - i.Provide a 4-5 sentence summary of the project.
  - ii.Include any news articles and/or photographs as appropriate.
  - iii.Include the date project operations began and a discussion of the current status of project operations.
- B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.
- C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

#### II. PROJECT DATA

- A. Diversion rate, participation rate, and geographical area.
  - i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.
  - ii. Provide diversion rates prior to the grant project, if known.
  - iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.

- iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.
- v. For the time period covered by this report, provide information on the geographical area served by the project.
- vi. Provide previous information on the geographical area served by the program prior to the current grant project.
- B. Provide the following information for all education and outreach activities related to the grant project, as applicable:
  - i. Types of groups (audience) targeted.
  - ii. Types of promotional materials developed.
  - iii. Methods used to distribute information or materials.
  - iv. Planned/future educational efforts.
- **III. PROJECT COSTS:** Provide the following information regarding costs required to implement the project:
  - A. Provide the dollar amounts and a description of all program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
  - B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
  - C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.
  - D. Describe the funding mechanisms utilized to operate and maintain the project activities.

#### IV. PROJECT EVALUATION

- A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.
  - i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.
  - ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.

- B. Discuss any project accomplishments not included in the project's original goals and objectives.
- C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.
- D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.
- E. Describe the most successful components of the project and explain why you think they are successful.
- F. Describe the least successful components of the project and explain why you think they are not successful.
- G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.
- H. Provide a description of the motivation for pursuing this grant opportunity and how the need for the project was identified.

#### V. ADDITIONAL COMMENTS

- A. Provide any additional information relevant to the status of the project and its operations.
- B. Provide a description of opportunities that you may have identified after implementing this grant.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address:

EGLE-RecyclingGrant@michigan.gov

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#### GRANT PROGRAM PROPOSAL, BUDGET, TIMELINE – APPENDIX B

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#### EGLE Full Proposal: City of Ann Arbor

#### **Grant Category:**

#### Select which Grant you are applying to:

Recycling Infrastructure

The Recycling Infrastructure Grants are designed to increase the statewide recycling rate, with the goal of achieving a 30% percent statewide recycling rate by 2025. Additionally, the Recycling Infrastructure Grants work to increase collection and processing capacity of recyclable materials or food waste, increase access to recycling or food waste composting infrastructure, and increase participation rates in recycling or food waste composting programs across Michigan. These grants give specific attention to quality. Funding or program partners working with Recycling Infrastructure Grant applicants must be actively involved with the implementation and operation of the proposed project.

#### **General Information:**

#### **Primary Contact**

Same as Profile

#### **Organization Name:**

City of Ann Arbor

#### Please self-identify your organization type:

**Public Sector** 

#### **Project Information:**

#### **Project Title**

Comprehensive Regional Drop-off Station

#### **Brief Project Description**

NOTE: This concise description will be used in reports and other documentation.

The City of Ann Arbor, with support from Washtenaw County, will build a new comprehensive, regional drop-off station (DOS). The current DOS is reaching the end of its life and a new one is needed to prevent a waste management crisis and recycling infrastructure vacuum. The new DOS will have increased access and diversion services and serve under-resourced and rural communities within the region. The work is supported by regional municipalities, institutions, and Washtenaw County.

#### **Project Goals and Objectives**

#### What Recycling Infrastructure objectives does your project help to achieve?

(multiple can be selected)

Support Governor Whitmer's climate change priorities through reductions in emissions by diverting material from disposal, Will benefit an environmental justice community, underserved, or vulnerable populations within a community, Increase the statewide recycling rate to 45% percent by 2025, while building equity, diversity, and inclusion across Michigan

#### Describe how your project meets the selected objectives:

- 1) According to the U.S. Environmental Protection Agency, more than 40 percent of U.S. greenhouse emissions result from production, transportation, use, and disposal of material goods. This project targets materials management at the end of products' life. The current DOS is reaching the end of its life and a new one is needed to prevent a waste management crisis and recycling infrastructure vacuum. The proposed DOS results in an estimated greenhouse gas reduction potential of more than 3,500 metric tons carbon dioxide equivalent annually based on US EPA's Waste Reduction Model and International Council for Local Environmental Initiatives modeling of the 2019 DOS output. This reduction is equivalent to the impact of removing 760 cars from the road for a year, fully powering over 90 homes, or planting 1,500 tree seedlings and their 10-year emission reductions.
- 2) This project will serve a large geographic region that includes Ypsilanti and Ypsilanti Township, which have the lowest median incomes in the county. Additionally, the DOS will serve many rural communities within the county. Voucher programs with municipalities will be pursued to help off-set resident costs and financial barriers.
- 3) Outreach, education, and voucher programs as well as enhanced services and hours of operation will increase recycling participation. County, cities, and townships will facilitate usage of the current DOS in many ways. For example, three communities currently pay for vouchers to cover the entry fee and we anticipate that this system may expand to other regional communities.

#### What is the primary focus of your Recycling Infrastructure project?

Drop off site improvements

#### How does your project achieve the selected focus?

(If new materials are collected ensure that is described)

The City of Ann Arbor, with support from Washtenaw County, will build a new comprehensive, regional drop-off station (DOS). The current DOS is reaching the end of its life and a new one is needed to prevent a waste management crisis and recycling infrastructure vacuum. The new DOS will have increased access and diversion services and serve under-resourced and rural communities within the region.

The new DOS will be located near the City of Ann Arbor with easy access to surrounding areas and rural communities. The proposed project will improve upon current conditions by developing a full-service DOS with an enclosed barn, a tip wall area, equipment storage, material processing areas, and household hazardous waste processing, among other features.

Describe your current program including (if applicable) collection method (curbside, drop-off, single stream, dual stream, source separated, etc.); volume of containers; collection frequency; list of materials collected; geographic area served including population and/or number of household/units serviced (if known); name and location of processor, broker, and/or end market (if known); description of operational funding sources (user fees, millage, special assessments, general funds, etc.); description of existing program partners/collaborators; description of existing recycling education/outreach program

The current Washtenaw County full-service drop-off station (DOS) is located at 2950 Ellsworth Road, Ann Arbor, Michigan and receives approximately 30,000 vehicle visits and 3,000 tons of materials each year. According to the Census Bureau, Washtenaw County is 722 square miles in area with a population of 367,601 people in 2019.

The DOS provides comprehensive disposal and recycling opportunities for items not collected through curbside recycling and waste collection, community recycling stations, by waste haulers, or by the County's Zeeb Road Home Toxics Collection Center. The current DOS' operational funding sources include entry and material specific user fees, in-kind support from the City of Ann Arbor and local government voucher payments which are funded through local government millage/general funds (Pittsfield Township, Lodi Township, City of Ypsilanti). The site is owned by the City of Ann Arbor and is operated by Recycle Ann Arbor (RAA).

The current DOS accepts the following materials:

- 1) Paper
- 2) Cardboard
- 3) Plastics
- 4) Metal
- 5) Glass food and beverage containers
- 6) Textiles
- 7) Automotive and rechargeable batteries
- 8) Oil filters
- 9) Styrofoam
- 10) Plastic bags
- 11) Tires
- 12) Electronics
- 13) Light bulbs
- 14) Vegetable oil
- 15) Motor oil
- 16) Antifreeze, Brake and Transmission fluids
- 17) Latex paint
- 18) Refrigerators and other appliances
- 19) Concrete

Current education and outreach is done by the City of Ann Arbor and RAA and consists of:

- 1) Social Media posts on Facebook, Twitter, LinkedIn, and WordPress
- 2) Information shared on City of Ann Arbor, Washtenaw County, and RAA websites
- 3) City of Ann Arbor and RAA electronic newsletters
- 4) Information on City of Ann Arbor public access channels

#### Tools utilized include:

- 1) Recycling flier with acceptable and unacceptable materials
- 2) Recyclable materials 1 min video
- 3) Recycling sorting game for in person training
- 4) Materials audits to determine recyclability
- 5) Facility audits for container and signage optimization.

#### Describe how this project will show improvement from your current program:

The current DOS is reaching the end of its life and has non-repairable structural issues and space constraints that limit both its long-term viability and expansion potential. A new comprehensive DOS is needed to prevent a waste management crisis and recycling infrastructure vacuum. Additionally, there is no other full service DOS in Washtenaw County, making a new DOS an important regional asset. Development of a new facility will not only address a critical need and service for county residents and businesses, but it will also afford the opportunity to expand participation, access, and collection.

The issues at the current DOS include structural integrity, site location, lack of paving, and space constraints. The site is built on a closed landfill, contributing to structural deficiencies including sinking of half the current building. In fact, the most recent engineering review (attached as supporting documentation) of the building indicates that there is uneven sinkage across the building causing stress to the overall structure. The report indicates settling of landfill materials beneath the building is likely to continue for a very long time. The report also notes the relative wall elevations at various intervals and details current structural problems that have occurred as a result of the stress, including cracking of a rough truss. This stress requires continual review and patching. Similarly, since the site is settling, it cannot be paved, leading to frequent muddy or dusty conditions. Finally, space constraints prevent site and materials expansion and compound the lack of queuing space and traffic flow problems during heavy usage.

We expect an increase in waste diversion potential above the current annual amount of 30,000 vehicle visits and 3,000 tons of material. This is expected due to increases in facility capacity and access that will lead to higher usage, as well as enhanced usage of voucher and outreach programs. The new facility will have more room for queuing of vehicles, more space for potential expanded services, and an increase in collection capacity.

Potential materials and services that could be added to an expanded facility include:

- 1) Home toxics
- 2) Sharps/pharmaceuticals
- 3) Carpet recycling
- 4) Document shredding
- 5) Construction and demolition debris
- 6) Drywall recycling
- 7) Tire chipping
- 8) Marine plastics
- 9) Food waste/organics
- 10) Zero Waste Event Supplies
- 11) Reuse/Repair Area

As relevant, please provide metrics for your current collection or processing and expected change with the implementation of this project. Feel free to describe how collection / Processing volume was calculated. (optional)

# Current Annual Collection / Processing Volume: Tons or cubic yards of material processed or collected 3,000 Supporting Data (optional): Expected Annual Collection / Processing Volume: Tons or cubic yards of material processed or collected 4,500 Unit used: Tons Tons Tons Tons 4,500

### Current population and/or number of households served:

(Number of households)

## Expected population and/or number of households served:

(Number of households)

367,601 367,601

#### If a drop-off, what is the current geographic area served:

Washtenaw County and surrounding locations, including Wayne and Van Burren counties. Please see below for more details.

# Describe how your project will benefit Environmental Justice or underserved and/or vulnerable populations:

This project will serve a large geographic region that includes Ypsilanti and Ypsilanti Township, which have the lowest median incomes in the county and which will be accessible to the new DOS. In addition, the DOS will serve many rural communities within the county.

We will collect user demographic data to better understand use patterns and facilitate more inclusive and equitable use of the DOS through programs, including outreach and municipal voucher programs to off-set residential costs.

DOS operators will track material destination, and prioritize the use of third party certified collection and recycling program where possible in order to better understand the downstream impact of materials moving through the DOS.

Additionally, the DOS provides for the safe and legal disposal of non-recoverable materials that might otherwise end up in ditches, waterways and private and public lands.

#### Does your project incorporate educational efforts?

Yes

#### Briefly describe how your project incorporates educational efforts:

Yes. The Washtenaw Regional Resource Management Authority (WRRMA) purchased the Recollect app for its member communities. Recycle Ann Arbor has an A to Z guide to inform users where to recycle goods. Both of these resources direct users to the DOS and will draw in more traffic.

Once the new DOS is completed, outreach will be orchestrated by the City of Ann Arbor and a regional authority such as WRRMA and is planned to include:

- An online regional recycling search and education tool, searchable by address
- Social Media posts on Facebook, Nextdoor, Twitter, LinkedIn
- · Information shared on City of Ann Arbor, Washtenaw County, RAA, and municipal websites within and beyond County borders
- Press Release
- Grand Opening

And likely will also include:

- Recycling sorting game for in person training
- Materials audits to determine recyclability
- · Facility audits for container and signage optimization
- Public access channels
- · An initial mailer to kick off the program

Outreach to municipalities near Washtenaw County borders will notify neighboring communities of their access to the facility through their municipal websites and other outreach tools.

#### Do you know how many tons of Greenhouse Gas (GHG) emissions will be avoided through this project?

#### Record how many tons of Greenhouse Gas (GHG) emissions will be avoided through this project:

Record as Carbon Dioxide Equivalent (CO2e)

3,500

#### Describe how your project addresses Greenhouse Gas emissions:

This project has an estimated greenhouse gas reduction potential of more than 3,500 metric tons carbon dioxide equivalent annually based on US EPA's Waste Reduction Model and International Council for Local Environmental Initiatives modeling of 2019 DOS output. That equates to over 760 cars not driven for the year, fully powering over 90 homes, or planting 1,500 tree seedlings and their 10 year emission reductions.

According to the U.S. Environmental Protection Agency, more than 40 percent of U.S. greenhouse emissions result from production, transportation, use, and disposal of material goods. This project targets materials management at the end of products' life, focusing on hard-to-recycle materials and minimizing waste sent to landfill to reduce the GHG footprint of materials in Washtenaw County and the surrounding region.

Recycling reduces the need for virgin materials and thus the amount of energy and GHGs needed to manufacture products. The reuse component of this project moves one step higher on the resource hierarchy pyramid and reduces the need to manufacture new goods. For example, plastic films will be collected and sent to Trex to make plastic decking, replacing lumber.

#### Feel free to upload any supporting data for environmental and climate metrics:

(Optional)

Guidance on measuring environmental outcomes is included in "Measuring Environmental and Economic Impact".

#### What County or Counties will your project impact?

To select multiple counties hold "Ctrl" and click each county name. To unselect, continue holding "Ctrl" and re-click a highlighted county name

**Washtenaw County** 

#### How would you categorize your geographical impact?

Regional impact refers to if your project impacts multiple counties or areas. County-wide projects should impact the whole county including in large cities and rural areas. Rural would consider any communities not in an urban area.

Regional

# Briefly describe the geographical impact of your project (How will a specific area, region, city, or county be impacted?):

While the current full-service drop-off station primarily serves Washtenaw County, it also receives visitors from surrounding counties and is therefore is a critical part of the regional recycling infrastructure. Regionally, there are very few comprehensive drop offs. Neighboring communities use the existing DOS and are very likely to use a new and expanded DOS.

According to the Census Bureau, Washtenaw County is 722 square miles in area with a population of 367,601 people in 2019. Based on 2018 usage data, the DOS is widely used by Washtenaw County residents, who represent 86 percent of its customer base, as well as commercial establishments, who represent an additional 14 percent of users:

City of Ann Arbor: 48% City of Ypsilanti: 14% Pittsfield Township: 12% Ann Arbor Township: 7% Lodi Township: 3% Scio Township: 3% York Township: 3%

Milan, Manchester Village, Saline, Ypsilanti Township, Brighton, Canton, Monroe Van Buren and Wayne: 10%

We anticipate that the new DOS will have similar regional usage patterns as the current DOS. Additionally, new services, expanded operating hours, and greater user capacity will act as a draw to additional local and regional DOS users.

Measuring Success: Describe how the project will be evaluated, including how success will be defined and measured. A final report will be required, which must include quantitative and qualitative results, lessons learned, and recommendations for future actions. Describe how evaluation results will be used and distributed, including any products that will result from the project.

This project will be evaluated using quantitative data including number of pounds collected per year and number of vehicles visits (participation) per year. We define success as an increase in the number of users by geographic location (access), amount of materials collected and recycled (collection), and associated reduction in greenhouse gas emissions.

In addition to the quantitative items noted above, we will collect qualitative and demographic data via an annual and representative user survey. Results will be used to determine lessons learned, identify and implement enhanced services, and facilitate more inclusive and equitable use of the DOS through targeted outreach and voucher programs.

In addition to user survey data, DOS operators will track material destination, and prioritize the use of third party certified collection and recycling program where possible in order to better understand the downstream impact of materials moving through the DOS.

#### If any, what are additional goals and objectives of this project?

The current DOS is reaching the end of its life and has non-repairable structural issues and space constraints that limit both its long-term viability and expansion potential. A new comprehensive DOS is needed to prevent a waste management crisis and recycling infrastructure vacuum. Additionally, there is no other full service DOS in Washtenaw County, making a new DOS an important regional asset. Development of a new facility will address a critical need and service for county residents and businesses.

The issues at the current DOS include structural integrity, site location, lack of paving, and space constraints. The site is built on a closed landfill, contributing to structural deficiencies including sinking of half the current building. In fact, the most recent engineering review (attached as supporting documentation) of the building indicates that there is uneven sinkage across the building causing stress to the overall structure. The report indicates settling of landfill materials beneath the building is likely to continue for a very long time. The report also notes the relative wall elevations at various intervals and details current structural problems that have occurred as a result of the stress, including cracking of a rough truss. This stress requires continual review and patching. Similarly, since the site is settling, it cannot be paved, leading to frequent muddy or dusty conditions. Finally, space constraints prevent site and materials expansion and compound the lack of queuing space and traffic flow problems during heavy usage.

The City of Ann Arbor hopes that a expanded and revitalized regional full-service drop-of station will become a critical and reliable spoke in a state-wide hub-and-spoke resource recovery system.

#### Long Term Viability: Describe how the project will be sustained beyond the grant timeline.

This project will be paid for by local governments, with a combination of City of Ann Arbor, Washtenaw County Solid Waste Fund and regional municipal contributions. We will also seek private investment for equipment and material streams in order to sustain the project for the long-term.

In anticipation of the need to replace the current DOS, Washtenaw County has supported analysis, budget estimates, and workplans related to the creation of a new regional full-service DOS. The most recent budget developed as a part of this effort is attached as a supporting document in this grant application, and the most recent workplan and timeline is additionally attached as the proposed grant workplan and timeline.

In addition to careful budget, workplan, and timeline considerations, outreach, education, and voucher programs as well as enhanced services and hours of operation will increase recycling participation and long-term project viability. County, cities, and townships will facilitate usage of the current DOS in a number of ways. For example: three communities currently pay for vouchers to cover the entry fee and we anticipate that this system may expand to other regional communities, the County Public Works will reach out to municipalities and inside and outside the County to request they update their websites alerting their residents of the facility.

As the DOS achieves a number of County Solid Waste Plan goals, Washtenaw County Public Works anticipates supporting expansions of new material collections through its sponsorship program.

#### Provide a brief narrative describing the work plan and timeline:

The new DOS will be located near the City of Ann Arbor with easy access to surrounding areas and rural communities. The project workplan is focused on the development of a full-service DOS featuring an enclosed "DOS barn", a tip wall area, equipment storage, material processing areas and site access roads. The City of Ann Arbor's grant application is specifically for components of the workplan that maximize equitable participation and material recovery potential, including the building cover, equipment, signage, and household hazardous waste (HHW) facilities and fencing to ensure the safety of the HHW facilities.

RRS developed the preliminary timeline for the project, primarily focusing on the pre-development and design and finance stages. Based on the RRS timeline, we anticipate that the DOS will be in full operation by 2024 with weekday and weekend hours of operation that will allow for maximum access. This is an ambitious project with significant regional interest and the timeline for actual construction will depend on the final project design.

#### Work Plan and Timeline Upload:

A2 DOS Workplan and Timeline 08.04.21.pdf

Please attach a descriptive work plan and timeline which includes:

- Identification of the tasks and responsible party for implementation of the project.
- Identification of the tasks and party responsible for preparing quarterly progress reports and the final project report.
- A timeline of activities, showing when each task described will be started and completed.
- Identification of when quarterly milestones will be achieved.

#### **Budget**

What is the overall Project Cost?

How much match funding is being contributed?

\$4,426,900 \$3,426,900

What grant amount is being requested? Match Percentage

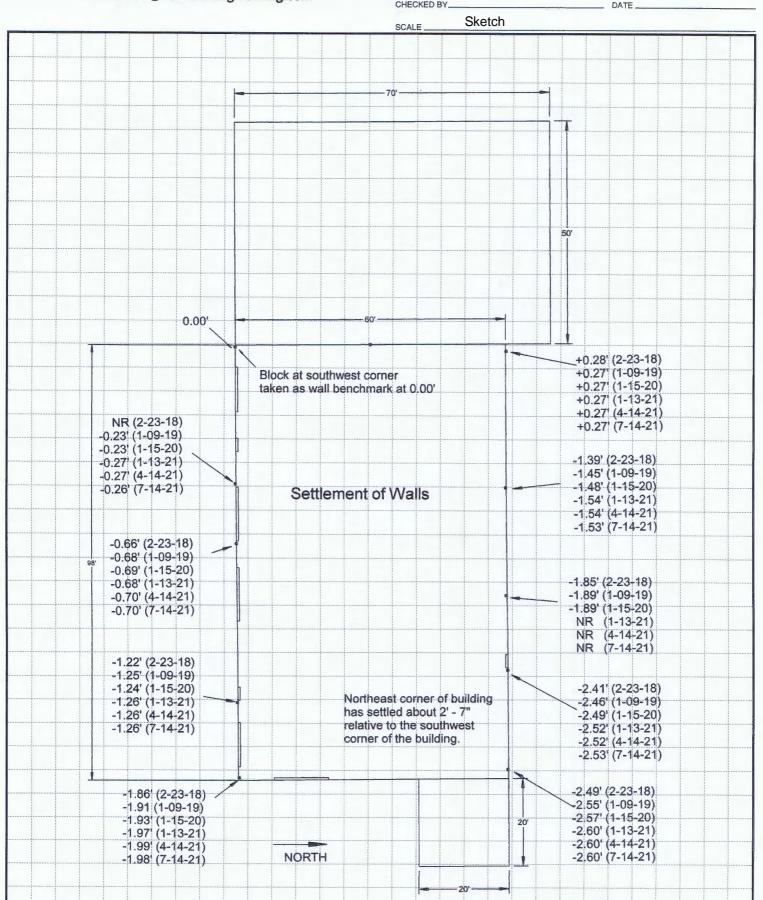
\$1,000,000 77.410829248458

**Budget Attachment** 

#### STANDEN ENGINEERING SERVICES

James H. Standen, P.E. 734.330.5664 JHStanden@StandenEngineering.com

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#### City of Ann Arbor Grant Application Summary:

#### **Current Drop Off Station:**

The current full-service drop-off station (DOS) is located at 2950 Ellsworth Road, Ann Arbor, Michigan and receives approximately 30,000 vehicle visits and 3,000 tons of materials each year. The DOS provides comprehensive disposal and recycling opportunities for items not collected through curbside recycling and waste collection, community recycling stations, by waste haulers, or by the County's Zeeb Road Home Toxics Collection Center. The site is owned by the City of Ann Arbor and is operated by Recycle Ann Arbor (RAA).

The DOS is widely used by Washtenaw County residents and usage patterns noted in the Waste Diversion Site Feasibility Study commissioned by Washtenaw County (2017 Study) were as follows:

• City of Ann Arbor: 47%

• Pittsfield Township: 25%

• Scio Township: 15%

• Ypsilanti Township: 9%

Lodi Township: 8%

• Other: 2%

The DOS accepts typical recycling which is popular for residents in multi-family complexes and those without access to recycling. The DOS also accepts difficult to get rid of materials such as electronics, oils, car fluids and batteries, bulky waste and appliances, tires, textiles, and thin films (plastics). Operating hours, materials accepted, and fees for disposal are posted on RAA's website.

#### **Grant Details:**

The <u>recycling grants from EGLE</u> were released in late April 2021. Ann Arbor's application is anticipated to be submitted by the August 18<sup>th</sup> deadline. Letters or resolutions of support are beneficial to the application and are to be included with the submission.

#### **Grant Submission:**

The City of Ann Arbor submitted an application for site development of a replacement DOS in 2020 and was not awarded. The 2021 application will be adjusted from last year's application to address shortcomings, primarily inclusion of buildings and other infrastructure beyond site development, as well as more details about expanded offerings. The total cost of replacement of the

DOS is expected to be roughly \$5 million dollars. The EGLE recycling grant can award up to \$1 million and the City will request the maximum amount.

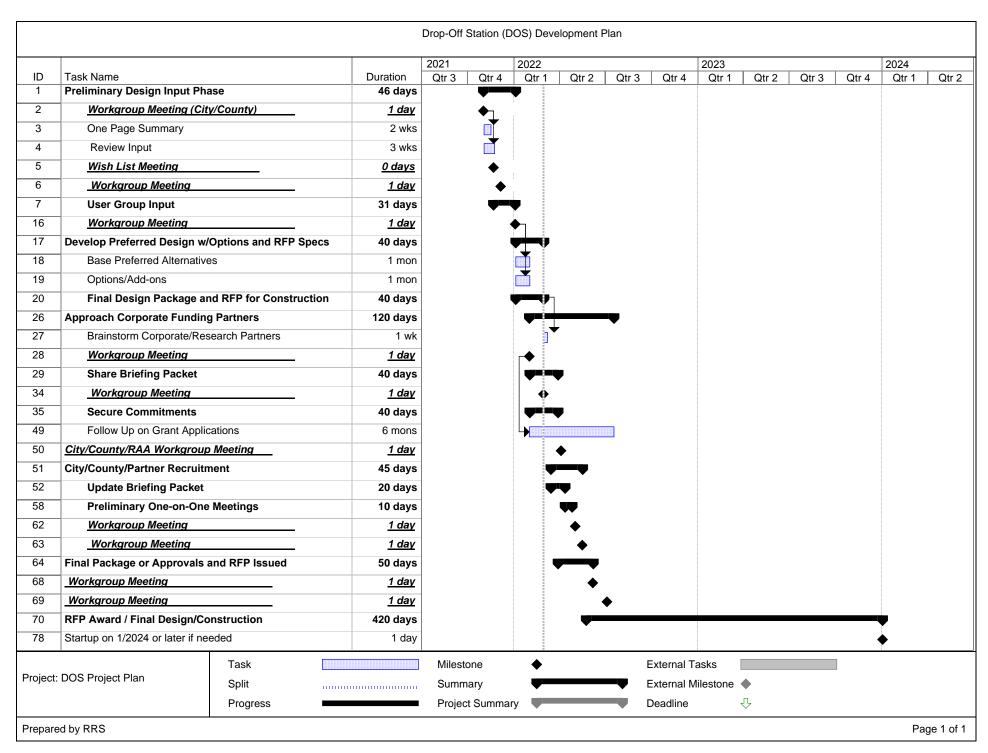
The issues at the current DOS include site location, lack of paving, and space constraints. The site is built on a closed landfill, contributing to structural deficiencies including sinking of half the current building. This requires continual review and patching. Similarly, since the site is settling, it cannot be paved, leading to frequent muddy or dusty conditions. Finally, space constraints prevent site and materials expansion and compound the lack of queuing space and traffic flow problems during heavy usage.

There is no other full-service DOS in Washtenaw County, making a DOS an important regional asset. Replacement of the facility will provide a place for residents to take materials that are difficult to get rid of, many of which can be hazardous if disposed of improperly.

The replacement DOS will be located near the City of Ann Arbor Wheeler Service Center at 4251 Stone School Road and will be completed in two phases. Phase 1 is site development and consists of:

- Access drive completion
- Grading (excavation, fill, and compaction) completion
- Asphalt paving
- Concrete paving
- Exterior retaining wall construction
- Tip wall construction
- Stormwater management

Phase 2 will include building construction, utility installation, and containers and equipment purchase and installation. If the grant is awarded, the DOS is anticipated to be in full operation by 2026 with weekday and weekend hours of operation.





#### MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Materials Management Division Integrated Assessment Program FINANCIAL STATUS REPORT

Grantee / Vendor Name:	City of Ann Arbor							
Vendor Number:								
Project Name:	Comprehensive Regional Drop-Off-Station							
Grant Given Number:								
Contract Date	From:		To:					
Contact Name:	Jenny	Petoskey		Contact Number:	734-545-286	8		
Contact Email:								
					-			
Category			С	ategory Number		Amount		
Design & Site preparation (design, g	rading,	utilities, asphalt,		2	<b>.</b>	50.000		
,	concrete)			3	\$	56,083		
Construction (retaining walls, tip wall, bunkers, signage, landscape, gates, stormwater mgmt, building)				3	\$	912,727		
Installation (camera, shredder, balers)				3	\$	93,690		
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				3				
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Category Subtotal			<u> </u>		\$	1,062,500		
INDIRECT BUDGET				Percentage				
					\$	-		
PROJECT BUDGET					_	4 800 = 22		
Total					\$	1,062,500		
MATCH BUDGET				Percentage				
Total				20.00%	\$	212,500		
GRANT BUDGET	•							
Total	Total				\$	850,000		