



## **Birch Run Township**

### **RESOLUTION**

#### **To Approve Mid Michigan Waste Authority Member Agreement**

At a Regular meeting of Birch Run Township's Board, held in Birch Run Township, Saginaw County, Michigan, on the 11<sup>th</sup> day of October, 2022, at 7:00 o'clock pm EST.

PRESENT: Kurt Kiessling, Ray Letterman, Corey Trinklein, Fred Sheridan, Dale Trinklein Jr.,  
Riley Kiessling

ABSENT: Christ Watts

Riley Kiessling offered the following resolution and moved for its adoption. The motion was seconded by Fred Sheridan.

1. WHEREAS, Birch Run Township has been a Member of the Mid Michigan Waste Authority Since 1999; and
2. WHEREAS, since the commencement of its membership in the Authority, the contracts under which Authority receives solid waste services have been amended, extended and/or replaced by new contracts; and
3. WHEREAS, Birch Run Township desires to continue to receive Member Services under the solid waste services agreements commencing January 1, 2023.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Member Agreement with Mid Michigan Waste Authority, together with the contracts for solid waste services under said Agreement, are hereby approved in all respects.
2. This Municipality shall include in its budget the sum or sums necessary each year to meet the payment(s) due the Authority for elected solid waste services rendered and its pro rata share of administrative costs based upon the number, provided by this Municipality, of household units that shall be served in each individual member community
3. Ray Letterman and Riley Kiessling are hereby authorized to execute and deliver on behalf of this Board the Member Agreement attached hereto as **Exhibit 1**.

RESOLUTION DECLARED ADOPTED.

In witness thereto are the below signed:

YEAS: R. Kiessling, K. Kiessling, Letterman, C. Trinklein,

NAYS: Sheridan, D. Trinklein Jr.,

ABSTENTIONS: None

ABSENT: Watts

STATE OF MICHIGAN)

COUNTY OF Saginaw)SS

I, the undersigned, the fully qualified and acting Clerk of Birch Run Township, Saginaw County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Birch Run Township Board, held on the 11<sup>th</sup> day of October, 2022, the original of which proceedings is on file in my office and is available to the Public. Public notice of the meeting was given to and in compliance with Act 267, Public Acts of Michigan, 1976.

IN WITNESS, I have fixed my official signature on this 12th day of October, 2022.

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Riley Kiessling, Clerk

[Attachment: Exhibit 1, Mid Michigan Waste Authority Member Agreement



## MID MICHIGAN WASTE AUTHORITY MEMBER AGREEMENT

This Member Agreement is entered into effective January 1, 2023, between the Mid Michigan Waste Authority, an authorized and enabled Authority under controlling Michigan Law (“Authority”), and Birch Run Township, a Michigan Municipal Corporation (“Municipality”).

### RECITALS

1. Birch Run Township has been a member of the Authority since 1999.
2. Since the Authority’s inception, the contracts under which the Authority provides solid waste services (“Services”) to its members, including Municipality, have been governed by Contracts for services with service providers in the solid waste collection, management and disposal business. The contract(s) under which Municipality will receive services from the Authority is listed on attached Schedule One as the “**Service Contracts**”.
3. Under the service contracts the Authority agrees to manage all of the eligible Contract Waste from the Municipality and Municipality agrees that it will allow the Authority to manage that eligible Contract Waste.

**THEREFORE**, the Authority and the Municipality do hereby agree as follows, with adequate consideration acknowledged and accepted.

### AGREEMENT

1. **SERVICES AND TERM**. The Authority shall administer and provide the Services set forth in the **Service Contracts** subject to all of the terms and conditions provided therein. The Municipality agrees to accept said services for the full term, including any extensions, of any **Service Contract(s)**. The term of this Member Agreement shall be from January 1, 2023 through December 31, 2032.
2. **COMPENSATION**. The Municipality shall include in its authorized municipal budget the sum or sums of funding necessary each year to meet the payment(s) due to the Authority for the elected Services and the Municipality’s pro rata share of administrative and programming costs (“Administrative and Programming Fees”) based upon the number of Residential Units that are assessed for service in each Member Municipality of the Authority.
3. **RELATIONSHIP OF PARTIES**. The Authority shall have exclusive control of and the exclusive right to control and manage the details of the services and work performed under the **Service Contracts** and all persons performing the same and the Authority shall be solely

responsible for the acts and omissions of the Authority, its officers, agents, employees, contractors and sub-contractors, if any. Nothing herein shall be construed as creating a partnership or a joint venture between the Authority and the Municipality. No person performing any of the work or services described herein shall be considered an officer, agent or employee of the Municipality, nor shall any such person be entitled to any benefits available or granted to employees of the Municipality.

4. **BILLINGS**. Billing shall be made on a monthly basis by the Authority to the Municipality. The Municipality shall pay the billing amount within 30 days of receipt of the billing invoice. The current one month deposit structure shall remain in place and adjusted as necessary.

5. **HOLD HARMLESS**. Authority agrees to indemnify, hold harmless and defend the Municipality, its officers, agents, elected officials, appointed officials and employees, from and against any and all liability, claims, demands, actions or suits, of whatsoever character or kind arising or resulting from, or in any way connected with, Authority's performance of this Agreement, the operations of Authority, its agents, employees, contractors or sub-contractors, or failure of Authority to comply with the provisions and requirements of all applicable permits, licenses, law or regulations. The Authority's indemnification shall not, however, apply to acts or omissions of the Municipality which constitute gross negligence. Nothing herein shall constitute a waiver with regard to any party's right to governmental immunity.

6. **TERMINATION**.

A. In the event Authority defaults in the performance of any of the covenants or agreements set forth herein, the Municipality shall notify Authority in writing of the nature of such default. Within thirty (30) days following such written notice, Authority shall:

1. Correct the default; or
2. In the case of a default not capable of being corrected within thirty (30) days, Authority shall commence correcting the default within thirty (30) days of Municipality's written notification thereof, and thereafter correct the default with diligence.

B. If Authority fails to correct the default as provided above, Municipality, without further notice of any kind, shall have all of the following rights and remedies which Municipality may exercise singularly or in combination:

1. The right to declare that this Member Agreement, together with all rights granted Authority hereunder, is terminated, effective upon such date as Municipality shall designate.
2. The right to license or contract others to perform the services otherwise to be performed by Authority under this Member Agreement, or to perform such services itself.

3. The right to pursue a claim for damages or equitable relief in any Court with proper jurisdiction or seek any other relief permitted by law.

7. **LAW TO GOVERN**. This Agreement is entered into and is to be performed in the State of Michigan. Authority and Municipality agree that the laws of the State of Michigan shall govern the rights, obligations, duties and liabilities of the parties to this Member Agreement and shall govern the interpretation of this Member Agreement.

8. **AMENDMENT**. This Member Agreement may be modified or amended only by a written agreement duly executed by the Authority and the Municipality.

**In witness thereof, the undersigned, representing their respective organizations, place their signatures, effective the day and year first above written.**

AUTHORITY

MUNICIPALITY

\_\_\_\_\_  
MMWA Chairperson:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date:

## SCHEDULE ONE

### MMWA CONTRACTS FOR SOLID WASTE SERVICES

1. Solid Waste Services Contract between Mid Michigan Waste Authority (MMWA) and Priority Waste with a Commencement date of January 1, 2023, through December 31, 2027, with an option for an additional five years through December 31, 2032.

**Services: Manual**

Trash	Weekly
Recycling	Every other Week
Yard Waste	NA