



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Community & Economic Development Committee
Agenda

Wednesday, March 5, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-1267](#) Approval of Meeting Minutes - February 5, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

[25-102](#) 2025-2029 Consolidated Plan & 2025 Action Plan

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-1203](#) Approval of an agreement between Genesee County and ERG Environmental Services to provide for Genesee County's Household Hazardous Waste Collection Program; the cost for this agreement will be paid from account 2321-735.00-872.006

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1267

Agenda Date: 3/5/2025

Agenda #:

Approval of Meeting Minutes - February 5, 2025



Genesee County Community & Economic Development Committee Meeting Minutes

Wednesday, February 5, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Brown called the meeting to order at 5:30 PM.

II. ROLL CALL

Present: Beverly Brown, Dale K. Weighill, James Avery, Brian K. Flewelling and Delrico J. Loyd

III. APPROVAL OF MINUTES

[RES-2025-1127](#) Approval of Meeting Minutes - January 8, 2025

RESULT: APPROVED

MOVER: Brian K. Flewelling

SECONDER: Dale K. Weighill

Aye: Chairperson Brown, Vice Chair Weighill, Commissioner Avery, Commissioner Flewelling and Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

Prosecutor Leyton addressed the Board and advised them about 2 separate court cases that were won by his staff recently.

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-0020](#) Approval of an agreement between Genesee County and Mt. Morris Township, in the amount of \$40,000.00, to provide for Code Enforcement within the Township

RESULT: REFERRED

MOVER: Dale K. Weighill

SECONDER: James Avery

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 5:37 PM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: 25-102

Agenda Date: 3/5/2025

Agenda #:

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Derek Bradshaw, Director of Planning

RE: 2025-2029 Consolidated Plan & 2025 Action Plan

BOARD ACTION REQUESTED:

No action requested at this time.

BACKGROUND:

Community Development staff is working to complete the 2025-2029 Consolidated Plan and 2025 Action Plan. The Consolidated Plan outlines our program goals and priorities for the next 5 years and is being developed in conjunction with an update to the county's master plan, Genesee: Our County, Our Future. The 2025 Action Plan includes CDBG, ESG, and HOME projects and activities for Program Year 2025, with a total of over \$2.8 million in projects. The public comment period will begin on March 9th and will continue until April 9th. A public hearing has been scheduled for March 20th at 10:00 a.m. at the Genesee County Administration Building, Room 222.

DISCUSSION:

Local units of government applied for 2025 CDBG projects in early 2024 and projects were approved by the Board of Commissioners. In February, ESG funding recommendations were brought to the Flint & Genesee County Continuum of Care's (CoC) Executive Committee for approval to ensure projects are consistent with community needs regarding homelessness. 2025 HOME applications are currently being reviewed and a recommendation will be provided to the Board of Commissioners for consideration. Staff will begin the environmental review process for these new project applications. Staff will request approval of the 2025-2029 Consolidated Plan and 2025 Action Plan at the March Allocation meeting, followed by the Community & Economic Development Committee and full Board of Commissioners once the actual HUD funding amounts for the year have been released. Staff will then submit the plan to HUD for their approval.

IMPACT ON HUMAN RESOURCES:

No impact on Human Resources.

IMPACT ON BUDGET:

All projects utilize HUD grant funds, no impact on general budget.

IMPACT ON FACILITIES:

No impact on county facilities.

IMPACT ON TECHNOLOGY:

No impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

All proposed CDBG, ESG and HOME projects will conform to at least one county priority, and many projects meet multiple priorities. All projects contribute to the county's goals of Healthy, Livable & Safe Communities and Community Growth through a wide range of public services, housing improvements and public facility improvements.



Genesee County **2025 Action Plan List of Projects**

2025 Community Development Block Grant (CDBG) Program (\$1,833,083)

*Funding amounts are estimates based on 2024 awards

Genesee County – 2025 CDBG Planning and Administration

Genesee County Metropolitan Planning Commission will provide Community Development Block Grant funding for Planning and Administration of CDBG projects. This activity will be funded with **\$366,616** of **2025** Genesee County CDBG funds. Commissioner Districts: Countywide

Genesee County – 2025 CDBG Home Improvement Program (HIP)

Genesee County will provide funding for the Community Development Block Grant Home Improvement Program throughout Genesee County. This activity will be funded with **\$764,804** of **2025** Genesee County CDBG funds. Commissioner Districts: Countywide

Atlas Township – Senior Programming

Atlas Township will provide funding for Senior Programs, through the township hall, located at 7386 S. Gale Road, Grand Blanc, MI 48439. Funded programs and activities include but are not limited to exercise and nutrition programs, Senior Newsletter publishing, senior transportation through Your Ride, and meals. This activity will be funded with **\$1,000** of **2025** Genesee County CDBG funds. Commissioner Districts: 5

City of Burton – Infrastructure Improvements

Buder from Saginaw to Morrison and Homestead from Parkwood to Boatfield are existing gravel streets. The scope of the work will consist of reshaping the existing street, ditching as necessary, removal and repair of driveways as necessary, updating of signage, providing proper drainage, and paving the street. This activity will be funded with **\$201,442** of **2025** Genesee County CDBG funds. Commissioner Districts: 3

City of Burton – Senior Center Operations

The City of Burton will provide funding for operational costs at the Burton Area Senior Center located at 3410 S. Grand Traverse Street, Burton, MI 48529. This activity will be funded with **\$16,787** of **2025** Genesee County CDBG funds. Commissioner Districts: 3

COMMUNITY DEVELOPMENT PROGRAM



City of Davison – Infrastructure Improvements

The City of Davison will provide funding for replacement of deteriorated sections of sidewalks along Clark Street east of M-15.

This activity will be funded with **\$37,193** of **2025** Genesee County CDBG funds.

Commissioner Districts: 9

City of Fenton – Senior Programming

The City of Fenton will provide funding for senior activities to Southern Lakes Parks and Recreation located at 150 S Leroy St, Fenton, MI 48430.

This activity will be funded with **\$5,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 6

City of Grand Blanc – Senior Center Operations

The City of Grand Blanc will provide funding for operational expenses at the Grand Blanc Senior Center located at 12632 Pagels Drive, Grand Blanc, MI 48439.

This activity will be funded with **\$2,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 5

City of Montrose – Infrastructure Improvements

The City of Montrose will install new sidewalks and replace deteriorated sidewalks and ramps in the low/moderate-income area of the city.

This activity will be funded with **\$26,263** of **2025** Genesee County CDBG funds.

Commissioner Districts: 6

City of Swartz Creek – Senior Center Operations

The City of Swartz Creek will provide funding for operational expenses at the Swartz Creek Area Senior Center located at 8095 Civic Drive, Swartz Creek, MI 48473.

This activity will be funded with **\$3,519** of **2025** Genesee County CDBG funds.

Commissioner Districts: 8

City of Swartz Creek – Infrastructure Improvements

The City of Swartz Creek will provide funding to construct an accessible drop off ramp and entrance to the Pajtas Amphitheater in downtown Swartz Creek.

This activity will be funded with **\$24,633** of **2025** Genesee County CDBG funds.

Commissioner Districts: 8

Clayton Township – Infrastructure Improvements

Clayton Township will fund improvements to Bristol Road between M-13 and Duffield Road including gravel resurfacing and ditching.

This activity will be funded with **\$41,901** of **2025** Genesee County CDBG funds.

Commissioner Districts: 8

Clayton Township – Senior Center Operations

Clayton Township will provide funding to the Swartz Creek Senior Center (8095 Civic Dr, Swartz Creek MI 48473), and to the Flushing Senior Center (106 Elm St, Flushing MI 48433) for operating costs including wages, supplies and senior activities.

This activity will be funded with **\$3,334** of **2025** Genesee County CDBG funds.

Commissioner Districts: 8

Fenton Township – Senior Services

Fenton Township will provide funding to Southern Lakes Parks & Recreation for program fees for senior recreation programs.

This activity will be funded with **\$5,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 6

Fenton Township – Infrastructure Improvements

Fenton Township will provide funding to repair the annex and provide technology upgrades at the Loose Senior Center.

This activity will be funded with **\$67,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 6

Fenton Township – Public Facility Improvements

Fenton Township will provide funding to Install the AudioEye website tool from CivicPlus on Fenton Township's website.

This activity will be funded with **\$18,400** of **2025** Genesee County CDBG funds.

Commissioner Districts: 6

Flint Township – Senior Center Food Pantry

Flint Township will provide funding to the Carman-Ainsworth Senior Food Pantry located at 2071 S. Graham Road, Flint, MI 48532 for purchasing supplies for seniors residing in Flint Township.

This activity will be funded with **\$20,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 2, 4, 8

Flint Township – Crime & Fire Prevention

Flint Township will provide funding for crime prevention activities and the distribution/installation of carbon monoxide and smoke detectors in low-to-moderate income areas within the Township.

This activity will be funded with **\$10,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 2, 4, 8

Flushing Township – Senior Center Operations

Flushing Township will provide funding for operational expenses at the Flushing Senior Center located at 106 Elm Street, Flushing, MI 48433.

This activity will be funded with **\$5,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 8

Gaines Township – Senior Center Operations

Gaines Township will provide funding for operational expenses at the Swartz Creek Senior Center located at 8095 Civic Drive, Swartz Creek, MI 48473.

This activity will be funded with **\$14,802** of **2025** Genesee County CDBG funds.

Commissioner Districts: 6

Genesee Township – Senior Center Operations

Genesee Township will provide funding for operational expenses at the Eastside Senior Center located at 3056 Genesee Road, Flint, MI 48506.

This activity will be funded with **\$15,350** of **2025** Genesee County CDBG funds.

Commissioner Districts: 9

Genesee Township – Public Facility Improvements

Genesee Township will fund the replacement and installation of a commercial dishwasher at the Eastside Senior Center (3065 N Genesee Rd, Flint MI 48506).

This activity will be funded with **\$7,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 9

Grand Blanc Township – Senior Center Operations

Grand Blanc Township will provide funding for operational expenses at the Grand Blanc Senior Center located at 12632 Pagels Drive, Grand Blanc, MI 48439.

This activity will be funded with **\$20,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 4, 5

Legal Services of Eastern Michigan – Fair Housing

Legal Services of Eastern Michigan will provide funding to conduct fair housing activities across Genesee County. Testing and enforcement services help ensure that the Genesee County community is affirmatively furthering fair housing practices and complying with fair housing law.

This activity will be funded with **\$25,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: Countywide

Montrose Township – Senior Center Operations

Montrose Township will provide funding for operational expenses at the Montrose Senior Center located at 200 Alfred St, Montrose, MI 48457.

This activity will be funded with **\$13,400** of **2025** Genesee County CDBG funds.

Commissioner Districts: 7

Montrose Township – Public Improvements

Montrose Township will provide funding for appliances, furniture, and media equipment at the Montrose Senior Center located at 200 Alfred St, Montrose, MI 48457.

This activity will be funded with **\$7,783** of **2025** Genesee County CDBG funds.

Commissioner Districts: 7

Montrose Township – Public Improvements

Montrose Township will provide funding for a van for the Montrose Senior Center located at 200 Alfred St, Montrose, MI 48457.

This activity will be funded with **\$12,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 7

Montrose Township – Infrastructure Improvements

Montrose Township will provide funding for lighting improvements at the Montrose Senior Center located at 200 Alfred St, Montrose, MI 48457.

This activity will be funded with **\$11,500** of **2025** Genesee County CDBG funds.

Commissioner Districts: 7

Mt. Morris Township – Senior Center Operations

Mt. Morris Township will provide funding for operational expenses such as transportation costs and newsletter printing at Krapohl Senior Center located at 5473 Bicentennial Drive #G, Mt Morris, MI 48458.

This activity will be funded with **\$7,500** of **2025** Genesee County CDBG funds.

Commissioner Districts: 1, 7

Mt. Morris Township – Youth Programming

Mt. Morris Township will provide funding for uniforms, safety equipment, workout bags and summer camp for income eligible students at King Karate located at G-5339 N Saginaw Street, Flint, MI 48505.

This activity will be funded with **\$3,333** of **2025** Genesee County CDBG funds.

Commissioner Districts: 1, 7

Mt. Morris Township – Youth Programming

Mt. Morris Township will provide funding to the Salvation Army LIFE Center (1475 Coldwater Rd, Flint MI 48505) for their youth mentoring program, for literacy curriculum, classroom furniture and technology.

This activity will be funded with **\$3,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 1, 7

Mt. Morris Township – Infrastructure Improvements

Mt. Morris Township will provide funding to resurface McAlpine Drive south of Stanley Road.

This activity will be funded with **\$50,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 1, 7

Mt. Morris Township – Code Enforcement

Mt. Morris Township will provide funding for code enforcement officer's wages and abatement activities at properties within the low/moderate-income areas of the township.

This activity will be funded with **\$20,667** of **2025** Genesee County CDBG funds.

Commissioner Districts: 1, 7

Mt. Morris Township – Public Facility Improvements

Mt. Morris Township will provide funding to the Greater Beecher Business District Association (1309 Coldwater Rd, Flint MI 48505) for neighborhood beautification and clean up events.

This activity will be funded with **\$5,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 1, 7

Mt. Morris Township – Youth Programming

Mt. Morris Township will provide funding to the Beecher Community Development Council (1309 Coldwater Rd, Flint MI 48505) for youth mentoring events, basic needs, food and community services projects.

This activity will be funded with **\$3,333** of **2025** Genesee County CDBG funds.

Commissioner Districts: 1, 7

Mundy Township – Public Facility Improvements

Mundy Township will provide funding for ADA-compliant picnic tables to be located at the Mundy Miracle Commons (1286 Hill Rd, Flint MI 48507).

This activity will be funded with **\$60,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 4

Mundy Township – Parks Programming

Mundy Township will provide funding to the Miracle League of Greater Flint (MLGF) for operational expenses associated with the creation of a baseball program for adults with disabilities. The program will take place at the Hill Road Park located at 1286 Hill Road, Mundy Township, MI 48507.

This activity will be funded with **\$3,604** of **2025** Genesee County CDBG funds.

Commissioner Districts: 4

Mundy Township – Senior Center Operations

Mundy Township will Provide funding to the Mundy Township Senior and Enrichment Center (3478 Mundy Ave, Swartz Creek MI 48473) for operating costs including employee wages, supplies and activities.

This activity will be funded with **\$7,208** of **2025** Genesee County CDBG funds.

Commissioner Districts: 4

Richfield Township – Senior Center Operations

Richfield Township will provide funding for operational expenses at the Davison Area Senior Center located at 10135 Lapeer Road, Davison, MI 48423.

This activity will be funded with **\$4,380** of **2025** Genesee County CDBG funds.

Commissioner Districts: 9

Richfield Township – Infrastructure Improvements

Richfield Township will provide funding for the limestone resurfacing of Oak Road from Richfield Road to Carpenter Road.

This activity will be funded with **\$52,562** of **2025** Genesee County CDBG funds.

Commissioner Districts: 9

Vienna Township – Senior Center Operations

Vienna Township will provide funding for operational expenses at the Clio Area Senior Center located at 2136 W. Vienna Road, Clio, MI 48420. Expenses include but are not limited to staff wages, senior programming and medical supplies for senior citizens. The medical closet provides items such as underwear/diapers, gauze pads, antiseptics, bandages etc. to senior residents in need.

This activity will be funded with **\$10,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 7

Vienna Township – Public Facility Improvements

Vienna Township will fund the installation of power door openers for 3 restrooms at the Clio Area Senior Center (2136 W Vienna Rd, Clio MI 48420).

This activity will be funded with **\$8,500** of **2025** Genesee County CDBG funds.

Commissioner Districts: 7

Village of Gaines – Removal of Architectural Barriers

The Village of Gaines will provide funding for the installation of ADA-compliant seating, picnic tables, and playground equipment at Peace Park (103 W Walker St, Gaines MI 48436).

This activity will be funded with **\$10,000** of **2025** Genesee County CDBG funds.

Commissioner Districts: 6

Village of Goodrich – Senior Programming

The Village of Goodrich will provide funding for Senior Programs, administered through the village offices, located at 7338 South State Road, Goodrich, MI 48438. Funded programs include but are not limited to emergency radios, smoke/carbon monoxide detectors, first aid kits, and other supplies and services as needed by residents.

This activity will be funded with **\$1,666** of **2025** Genesee County CDBG funds.

Commissioner Districts: 5

Village of Goodrich – Historic Preservation

Village of Goodrich will fund improvements to a property with historical significance located at 10219 Hegel Road, Goodrich, MI 48438. Improvements to the Ladies Library Museum (10219 Hegel Rd, Goodrich MI 48438) including repairs to the structure, furnace, walls, and siding to ensure safe and continued access to the building.

This activity will be funded with **\$8,643** of **2025** Genesee County CDBG funds.

Commissioner Districts: 5

HOME Investment Partnership (HOME) Program (\$812,013*)

*Funding amounts are estimates based on 2024 awards

Genesee County – 2025 HOME Planning and Administration

Genesee County will provide funding for Planning and Administration of HOME projects throughout Genesee County.

This activity will be funded with **\$81,201** of total grant of **2025** Genesee County HOME funds.

Genesee County – 2025 HOME Down Payment Assistance (DPA)

Genesee County will provide funding for Down Payment Assistance to benefit low-and moderate-income residents throughout Genesee County.

This activity will be funded with **\$20,000** of **2025** Genesee County HOME funds.

Genesee County – 2025 Housing Activities

Genesee County will provide funding for Housing activities to benefit low-and moderate-income residents throughout Genesee County.

This activity will be funded with **\$ 710,812** of **2025** Genesee County HOME funds.

Emergency Solutions Grant (ESG) Program (\$155,609*)

*Funding amounts are estimates based on 2024 awards

Genesee County – 2025 Emergency Solutions Grant Planning and Administration

Genesee County will provide funding for Planning and Administration of Emergency Solutions Grant projects throughout Genesee County.

This activity will be funded with **\$11,670** of total grant of **2025** Genesee County ESG funds.

GCCARD – Homelessness Prevention

GCCARD will pay for utilities arrearages, rent/mortgage arrearages, security deposits, and first month's rent to assist with housing stabilization.

This activity will be funded with **\$22,408** of **2025** Genesee County ESG funds.

Catholic Charities – Homelessness Prevention

Catholic Charities will pay for utilities arrearages, rent/mortgage arrearages, security deposits, and first month's rent to assist with housing stabilization.

This activity will be funded with **\$14,938** of **2025** Genesee County ESG funds.

REACH Resource Services - Emergency Shelter

REACH Resource Services will pay for expenses associated with shelter operations at the REACH shelter located at 914 Church Street, Flint, MI 48502.

This activity will be funded with **\$23,341** of **2025** Genesee County ESG funds.

Shelter of Flint - Emergency Shelter

The Shelter of Flint will pay for expenses associated with operations at the shelter located at 924 Cedar St, Flint, MI 48503. Expenses include case management, maintenance, food and utilities.

This activity will be funded with **\$22,408** of **2025** Genesee County ESG funds.

YWCA - Emergency Shelter

The YWCA will pay for expenses related to shelter operations for the YWCA SafeHouse, located at 801 S. Saginaw St, Flint, MI 48502.

This activity will be funded with **\$15,872** of **2025** Genesee County ESG funds

Carriage Town Ministries - Emergency Shelter

Carriage Town Ministries will pay for expenses associated with operations at the shelter located at 605 Garland St. Flint, MI 48503. Expenses include case management, maintenance, food and utilities.

This activity will be funded with **\$16,806** of **2025** Genesee County ESG funds.

My Brother's Keeper - Emergency Shelter

My Brother's Keeper shall pay for expenses associated with shelter operations at the shelter located at 101 N. Grand Traverse Street, Flint, MI 48503. This activity will be funded with **\$14,938** of **2025** Genesee County ESG funds.

Catholic Charities - Rapid Rehousing

Catholic Charities will pay for case management services, assisting homeless individuals relocate to permanent housing.

This activity will be funded with **\$13,227** of **2025** Genesee County ESG funds



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1203

Agenda Date: 3/5/2025

Agenda #: 1.

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval of an agreement between Genesee County and ERG Environmental Services to provide for Genesee County's Household Hazardous Waste Collection Program; the cost for this agreement will be paid from account 2321-735.00-872.006

BOARD ACTION REQUESTED:

GCMPC staff is requesting approval of the Household Hazardous Waste Collection Services Contract extension with ERG Environmental Services, and for Board Chairman Delrico J. Loyd to sign the contract extension.

BACKGROUND:

In September 2023, a Request for Proposals (RFP) was released to solicit contractors to provide household hazardous waste (HHW) and electronics collection services. Four proposals were received and evaluated through a scoring process, resulting in an awarded contract to ERG Environmental Services, effective January 25, 2024, through January 24, 2025. Due to the excellent level of service provided by ERG thus far, GCMPC is proposing to extend the contract. The original contract allows for three one-year extensions. This extension will be the second year of the four-year agreement for the period of March 12, 2025, through March 11, 2026. GCMPC is in the process of organizing Recycle Day events for 2025 where HHW and electronics will be collected. Specific details regarding the location and time of all events will be finalized with ERG and potential host locations.

DISCUSSION:

Staff is recommending approval from the Community and Economic Development Committee to create a purchase order and enter a contract extension with ERG Environmental Services to perform HHW collection services for one additional year per the contractual extension attached and for Board Chairman Delrico J. Loyd to sign the contract extension.

IMPACT ON HUMAN RESOURCES:

The contract extension is the continuation of an existing program where ERG Environmental Services will provide HHW collection services.

IMPACT ON BUDGET:

This contract is funded by the Genesee County Solid Waste Ordinance (account #2321-735.00-

872.006). No general funds will be used for this project.

IMPACT ON FACILITIES:

Recycle Day events are held in partnership with local agencies via signed site agreements.

IMPACT ON TECHNOLOGY:

There will be no impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

To meet Genesee County's priority of healthy, livable, and safe communities, this contract extension will support Recycle Day events in 2025 for the collection of household hazardous waste and electronics from residents. Proper disposal of these materials is crucial for safeguarding human health, protecting the environment, complying with regulations, and promoting sustainable practices. It is an integral part of responsible waste management and contributes to the overall well-being of communities and the ecosystem.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize amending the Household Hazardous Waste Collection Services contract between Genesee County and ERG Environmental Services, said amendment being necessary to extend the contract for one additional year commencing March 12, 2025, through March 11, 2026, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the March 5, 2025 meeting of the Community and Economic Development Committee of this Board), and the Chairperson of this Board is authorized to execute the contract amendment on behalf of Genesee County.



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ☐ (Go to Question 2)

No: ☒ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ☐ This project requires a contract, skip to the contracts section.

No: ☐ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ☐

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☐

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☒ This project requires a contract, skip to the contracts section.

No: ☐ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? Extension

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: ☐ (Go to Question 3)
- b. Grant Funded: ☐ (Go to Question 4)
- c. Millage Funded: ☐ (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____
- Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel _____
- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: ☐ No: ☒

- a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact Corporate Counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: ☐ No: ☒

- a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **ERG Environmental Services, a Michigan Corporation**, whose principal place of business is located at **13040 Merriman Road, Suite 200, Livonia, MI** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **January 25, 2024**, and shall be effective through **January 24, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms"). Extensions shall be mutually agreed upon by the County and the Contractor.

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit D. The Contractor shall be paid \$160.00 per car that is dropping off materials with a 200-car minimum charge required for each event. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Derek Bradshaw** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business,

or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:
 - a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-

insurance, maintained by or available to the County shall be considered secondary and/or excess.

- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

- 16.1.1. The Contract – This Professional Services Contract
- 16.1.2. Exhibit A – The Scope of Work
- 16.1.3. Exhibit B – Reports Required from the Contractor
- 16.1.4. Exhibit C – Insurance
- 16.1.5. Exhibit D – Unit Rate

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation


Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

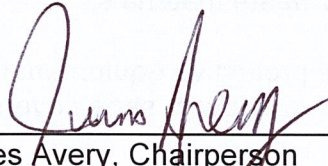
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

ERG ENVIRONMENTAL SERVICES

By: 
Edward Dawkins
Vice-President

Date: 2/5/24

COUNTY OF GENESEE

By: 
James Avery, Chairperson
Board of County Commissioners

Date: 1-29-24

EXHIBIT A

Description of the Services

The contractor shall provide materials and labor as specified to establish and operate household hazardous waste collection facilities at no more than **four (4)** Genesee County locations that will be determined during this contract. **Up to four (4) events will be held on a weekday, once a month (typically held in May, June, July, and August);** specific dates to be determined. Collections will be approximately three-hour events, serving approximately 200 members of the public. Additional time before and after the event will be necessary for preparation and cleanup.

Contractor's Responsibilities

1. Equipment to be Provided

- a) Provision of worktables, containers, labels, enough visqueen to cover the entire oil and antifreeze bulking area and other areas as needed, liner for up to three (3) 30-yard roll off dumpsters, oil and antifreeze bulking drums/barrels (not bulk tanks) and consolidation equipment, material carts for moving, sorting and packaging of received waste materials.
- b) Personal protective equipment for staff at each site to include enough goggles, nitrile gloves, over gloves, shoe covers, and tyvek suits (not aprons).
- c) Emergency equipment and supplies for responding to spills, fire, or injuries to collection site personnel. This includes a fire extinguisher, eyewash, over pack drums, oil dry, and grounding clip for gasoline collection at each site.
- d) The contractor shall ensure that a sufficient supply of containers will be available for the wastes collected.

2. Wastes to be Managed

Loading, transporting of collected wastes to licensed disposal facilities and disposal shall be provided for the following categories of household wastes:

- A. Aerosols (all types)
- B. Batteries – automotive, household
- C. Chlorinated hydrocarbons
- D. Corrosives – acids, bases
- E. Electronic waste
- F. Flammables – paints, solvents fuels
- G. Latex paint
- H. Liquid Medications
- I. Mercury – metallic and compounds, mercury-containing devices, fluorescent tubes
- J. Motor oil*, antifreeze

- K. Nonhazardous wastes - cleaners, polishes, cosmetics, etc.
- L. Oxidizers - bleaches, chlorine
- M. Pesticides/herbicides - solid, liquid, aerosol
- N. Reactives (excluding explosives)
- O. Small Appliances (non-freon containing)

3. Preparation for Event

The contractor shall obtain the information necessary to develop a site-specific emergency plan for each collection site. The site-specific emergency plan shall be provided to County staff prior to each event.. Unless otherwise directed, the contractor shall make arrangements for the provision of material handling equipment for each site.

4. Collection Site Operations

The contractor shall set up the collection site the morning of the collection OR the day prior according to the County's discretion and site availability. The contractor shall conduct a briefing prior to opening with all personnel on site, on safety practices, emergency procedures, use of personal protective equipment, and waste sorting criteria. The contractor shall provide enough contractor personnel to unload vehicles, set up and dismantle collection sites, stage and remove containers, and identify, classify and lab-pack received waste materials. County staff and/or volunteer personnel will assist in traffic direction. It is imperative that emphasis be placed on unloading residents' vehicles in a timely and efficient manner so that wait times are no longer than 10 – 15 minutes maximum.

5. Disposal Facilities

After each event, the contractor shall provide a list of materials collected and facilities used for the disposal of each category of waste including the method of disposal (fuel blending, incineration, recycling, fixation/landfill, etc.).

6. Pricing

The contractor shall invoice disposal costs for each event on a *per car* basis. If not bundled with the per car pricing, other costs (setup, labor, transportation, etc.) shall be invoiced on an appropriate unit basis.

Please note the county shall designate the collection sites, provide site layouts (with feedback and cooperation from the contractor), and furnish non-technical personnel at the collection sites for traffic direction.

EXHIBIT B

Reports Required from the Contractor

<u>Description of Services</u>	<u>Frequency</u>
List of materials collected (In pounds or number of units)	Within 30 days after each event
Locations at which the corresponding waste was disposed.	Within 30 days after each event

EXHIBIT C

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hyland Group Inc - Toledo 811 Madison Ave Toledo OH 43604		CONTACT NAME: PHONE (A/C No. Ext): 419-255-1020 FAX (A/C No): 419-255-7557 E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Greenwich Insurance Company	22322
		INSURER B : Indian Harbor Insurance Co	36940
		INSURER C : XL Specialty Insurance Company	37885
		INSURER D : Accident Fund Ins Co of America	10166
		INSURER E :	
		INSURER F :	

INSURED SQS-001
 SQS, Inc. dba ERG Environmental Services
 Lamps Inc. dba ERG Environmental Services
 527 E. Woodland Circle
 Bowling Green OH 43402

COVERAGES

CERTIFICATE NUMBER: 928137592

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GEC003627612	12/13/2023	12/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Stop Gap \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AEC003627712	12/13/2023	12/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ Included
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UEC003627812	12/13/2023	12/13/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AFWCP100077613	12/13/2023	12/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A/B	Contractors Professional/Pollutio Site Pollution			PEC003629312 PEC003629909	12/13/2023 12/13/2022	12/13/2024 12/13/2025	Each Incident/Agg \$5M/\$10M Each Incident/Agg \$5M/\$10M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proposal Number: 23-344

Proposal Title: Household Hazardous Waste Collection Services

Genesee County named as an additional insured on all policies excluding worker's compensation per the blanket language in each policy.

Contractor's Pollution Liability - PCPCMD 0112 (Section C. and Section G.2.a) General Liability - CG20260413 Commercial Auto - XIC4111013

CERTIFICATE HOLDER

CANCELLATION

Genesee County 1101 Beach St. Flint MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

EXHIBIT D

Unit Rate

HOUSEHOLD HAZARDOUS WASTE PROPOSAL PRICING TABLE (OPTION 2 – INCLUDING ELECTRONIC WASTE)

Number of Cars	Price (insert price)
Price per car	\$ 160.00 per car with a 200 car minimum charge
Other Charges:	
Setup fee/site	\$ Included
Labor (technician/day)	\$ Included
Transportation (if not included)	\$ Included

Other charges (specify- explain below):

200 car minimum charge specified above

\$ _____

\$ _____

\$ _____

**AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR HOUSEHOLD
HAZARDOUS WASTE COLLECTION**

This Amendment is effective July 24, 2024, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **ERG Environmental Services, a Michigan Corporation**, whose principal place of business is located at **13040 Merriman Road, Suite 200, Livonia, MI** (the "Contractor") (the County and the Contractor together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract for Household Hazardous Waste Collection Services, effective January 25, 2024 (the "Agreement"), pursuant to which the Contractor shall provide materials and labor as specified to establish and operate household hazardous waste collection facilities at no more than four (4) Genesee County locations that will be determined during this contract.

WHEREAS, the Parties wish to amend the Agreement and conditions of the Agreement.

NOW THEREFORE, the Parties agree as follows:


1. Item 1.2 – Terms:

The Terms and conditions of the Agreement are hereby amended to include one additional event, specific date to be determined, prior to December 31, 2024.

2. The remaining terms of the Agreement remain unchanged and in full effect.

3. Execution of this Amendment is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

ERG ENVIRONMENTAL SERVICES

By: 
Edward Dawkins
Vice President

Date: 9/9/24

COUNTY OF GENESEE

By: 
James Avery, Chairperson
Board of County Commissioners

Date: 8/11/24

**RECEIVED
GENESEE COUNTY**

SEP 12 2024

**METROPOLITAN
PLANNING COMMISSION**

CONTRACT EXTENSION FOR PROFESSIONAL SERVICES CONTRACT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION

This Extension is effective upon approval, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **ERG Environmental Services, a Michigan Corporation**, whose principal place of business is located at **13040 Merriman Road, Suite 200, Livonia, MI** (the "Contractor") (the County and the Contractor together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract for Household Hazardous Waste Collection Services, effective January 25, 2024 (the "Agreement"), pursuant to which the Contractor shall provide materials and labor as specified to establish and operate household hazardous waste collection facilities at Genesee County locations that will be determined during the contract; and

WHEREAS, the Parties wish to extend the term and conditions of the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. 1.2 – Extension Terms:

The Term of the Agreement is hereby extended by a period of one year, commencing on March 12, 2025, and ending on March 11, 2026.

2. Exhibit C – Insurance, which is found on page 13 of the Agreement will be replaced with the attached insurance documentation.
3. The remaining terms of the Agreement remains unchanged and in full effect.
4. Execution of this Extension is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners

ERG ENVIRONMENTAL SERVICES

By: _____
Name: _____
Title: _____

Date: _____

COUNTY OF GENESEE

By: _____
Delrico J. Loyd, Chairman
Board of County Commissioners

Date: _____

EXHIBIT C Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc - Toledo 811 Madison Ave Toledo OH 43604		CONTACT NAME: PHONE (A/C, No, Ext): 419-255-1020 FAX (A/C, No): 419-255-7557 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Greenwich Insurance Company	
		INSURER B: Indian Harbor Insurance Co	
		INSURER C: XL Specialty Insurance Company	
		INSURER D: Accident Fund Ins Co of America	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 41026162 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GEC003627612	12/13/2024	12/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Stop Gap \$ 1,000,000
A B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll	Y	Y	AEC003627712 AEC0067476	12/13/2024 12/13/2024	12/13/2025 12/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ Included
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	XCU0500811	12/13/2024	12/13/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100077613	12/13/2024	12/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Contractors Professional/Pollutio Site Pollution			PEC003629313 PEC003629909	12/13/2024 12/13/2022	12/13/2025 12/13/2025	Each Incident/Agg \$5M/\$10M Each Incident/Agg \$5M/\$10M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proposal Number: 23-344
 Proposal Title: Household Hazardous Waste Collection Services
 Genesee County named as an additional insured on all policies excluding worker's compensation per the blanket language in each policy.
 Contractor's Pollution Liability - PCPCMD 0112 (Section C. and Section G.2.a) General Liability - CG20260413 Commercial Auto - XIC4111013

CERTIFICATE HOLDER Genesee County 1101 Beach St. Flint MI 48502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>
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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.