

**INTERLOCAL AGREEMENT TO CREATE A MULTICOUNTY MATERIALS
MANAGEMENT PLAN, DESIGNATE A PLANNING AGENCY, AND ESTABLISH A
MATERIALS MANAGEMENT PLANNING COMMITTEE**

Pursuant to Subpart 11 of Part 115 of the Natural Resources and Environmental Protection Act, MCL 324.11571 *et seq.* (“Subpart 11”), the Counties of Alger, Delta, Dickinson, Marquette, Menominee, and Schoolcraft (collectively “Counties”) and the Central Upper Peninsula Planning and Development Regional Commission (“CUPPAD”) enter into this Interlocal Agreement to Create a Multicounty Materials Management Plan, Designate a Planning Agency, and Establish a Materials Management Planning Committee (“Agreement”). The Counties and CUPPAD are individually a “Party” and collectively the “Parties.”

BACKGROUND

The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege, or authority which such political subdivisions share in common with each other and which each might exercise separately.

The Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and the Intergovernmental Transfer of Functions and Responsibilities Act of 1967, MCL 124.531 *et seq.*, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers, and authority.

Subpart 11 requires each county to have an approved Materials Management Plan (“MMP”) to regulate the disposition of solid waste and waste diversion activities within its county.

Each county board of commissioners, acting as County Approval Agency, may submit to the Department of Environment, Great Lakes, and Energy (“Department”) a Notice of Intent to prepare the MMP or be subject to an MMP developed by the Department.

Subpart 11 expressly authorizes counties to prepare a multicounty MMP pursuant to the Urban Cooperation Act of 1967, MCL 124.501 to 124.512.

Counties that elect to prepare a multicounty MMP must submit a notice of intent that includes a copy of any interlocal agreement identifying the process for creating a multicounty MMP.

Among other things, counties that prepare a multicounty MMP must also select a Designated Planning Agency and establish a Materials Management Planning Committee.

Based on the foregoing, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to enable the Counties to create and implement a multicounty MMP that meets the requirements of Subpart 11 of Part 115 of Public Act 451 of 1994 (MCL 324.11571 *et seq.*). The Designated Planning Area for the multicounty MMP will encompass all of the municipalities within the Counties.

II. JOINT EXERCISE OF POWERS AND DUTIES

To effectuate the purpose of this Agreement, the Counties agree to the joint exercise of powers and performance of the duties imposed on county boards of commissioners, acting as County Approval Agencies, under Subpart 11 of Part 115 of the of P.A. 451 of 1994, MCL 324.11571 *et seq.*

III. DESIGNATED PLANNING AGENCY

The Counties designate CUPPAD to serve as their Designated Planning Agency (“DPA”) under MCL 324.11571(10)(a) and CUPPAD accepts such designation.

A. **Responsibilities.** Acting as the DPA on behalf of the Counties, CUPPAD will perform the following responsibilities, separated into Ongoing Activities and Planning Year(s) Activities:

1. Ongoing Activities

- Administration of a Materials Management Planning Committee (MMPC), encompassing representation from the planning area and consisting of membership outlined in MCL 324.15572. Administration activities may include:
 - Coordinating meeting times and venues
 - Noticing meetings
 - Tracking membership and soliciting appointments for vacancies
 - Retention of records, meeting minutes, and other documents
- Creation of a work program for the development of a Materials Management Plan, to be approved by the MMPC and EGLE.
- Serve as the primary government resource regarding materials management within the planning area, including outreach and education.
- Collection of reportable information including developing a base recycling rate, a utilization rate, and regular updates to the MMPC and EGLE.
- Reporting to EGLE on plan implementation every two years.
- Reviewing the Materials Management Plan with the MMPC at least every five years.
- Identifying enforcement actions relevant to the provisions of the Materials Management Plan and reporting to authorities identified by the Plan.

2. Planning Year(s) Activities:

- Preparation of the Materials Management Plan for the planning area under the requirements of MCL 324.11578.
 - Inventory of existing disposal areas and materials utilization facilities.
 - Data collection of associated tonnage produced, how much is processed, and potential capacity for landfill and diversion.

- Municipality-based gap analysis of current availability, geographic coverage, transportation infrastructure, zoning, and other ordinances.
- Goals for increasing managed material utilization and the recycling rate.
- County-by-county implementation strategy for actions to meet established goals.
- Strategic planning for education and outreach.
- Document and communication retention and incorporation into plan.
- Presentations, plan development, plan drafting, plan review with MMPC.
- Facilitation of the municipal and public approval process, including required notices, public hearings, public comment periods, county approval, municipality approval, and EGLE approval.

B. Compensation. In consideration of the scope of work, timeline, and goals established by MCL 324.115 *et seq.* and EGLE, for the initial Term of the Agreement, CUPPAD shall be compensated as follows based on a three year-plan development and approval process and ongoing activities spanning the duration of the Term.

	Total due CUPPAD	Per County with 6 Counties
Ongoing Activities	\$48,000/year	\$8,000/county/year
Planning Year(s) Activities	\$30,000/year for 3 years (Plan costs \$90,000)	\$5,000/county/year for 3 years (Plan costs \$15,000 per County)
Additional Activities	Hourly rate	Hourly rate
Total Cost First Three Years	\$78,000 / year + additional activities	\$13,000/county/year + additional activities

CUPPAD shall be entitled to additional compensation at its hourly rate for work not outlined in the compensation structure (e.g., facilitation of plan amendment activities in a non-planning year). CUPPAD’s compensation shall be subject to negotiation for additional terms (beyond the first 5 years). In the event the Parties cannot reach agreement, CUPPAD’s rates shall increase by 2% annually.

C. Invoicing. CUPPAD will invoice each county on a bi-annual basis beginning June 1, 2024, and payment is required within 45 days. A rate of 7% interest (calculated on an Annual Percentage Rate or APR) will accrue and compound monthly for balances unpaid beyond 45 days.

D. Effect of Withdrawal. In the event a county withdraws from this Agreement under Article VII (Withdrawal and Termination), Sections A or B, the total amount due to CUPPAD will be divided evenly among the remaining counties for future bi-annual payments.

IV. MATERIALS MANAGEMENT PLANNING COMMITTEE

Consistent with Subpart 11, the Counties establish the Central Upper Peninsula Materials Management Planning Committee (“MMPC”). This MMPC is a permanent public body subject to Public Act 267 of 1976, the “Open Meetings Act” (MCL 15.261 *et seq.*).

A. Membership. The MMPC shall consist of the following members, as required by MCL 324.11572(4):

1. A representative of a solid waste disposal facility operator that provides service in the planning area.
2. A representative of a hauler that provides service in the planning area.
3. A representative of a materials recovery facility operator that provides service in the planning area.
4. A representative of a composting facility or anaerobic digester operator that provides service in the planning area.
5. A representative of a waste diversion, reuse, or reduction facility operator that provides service in the planning area.
6. A representative of an environmental interest group that has members residing in the planning area.
7. An elected official of a county in the planning area.
8. An elected official of a township in the planning area.
9. An elected official of a city or village in the planning area.
10. A representative of a business that generates managed materials in the planning area.
11. A representative of the regional planning agency whose territory includes the planning area (CUPPAD).

In addition, each County to this Agreement may appoint an elected official of their county or a municipality in their county and a representative from a business that generates managed materials within their county. These appointments are optional but encouraged.

B. Appointments. Appointments to the MMPC are assigned among the Counties based on their respective solid waste, recycling, and organic activity as reflected in Exhibit A (Assigned and Optional Appointments). With the exception of the appointment of elected officials and optional members, appointments by the respective county board of commissioners will be based on nomination(s) from the DPA. If there is not a suitable nomination within the boundary of the appointing County, the DPA may nominate any representative within the Designated Planning Area. To the extent possible, the DPA will ensure that nominations continue to match the geographic distribution of appointments set forth in Exhibit A.

- C. Terms. Initial appointments to the Planning Committee will consist of five-year terms. Their immediate successors shall be appointed for 2-, 3-, 4-, or 5-year terms such that, as nearly as possible, the same number are appointed for each term length. Subsequently, members shall be appointed for terms of 5 years. Members may be reappointed.
- D. Vacancies. When a vacancy on the Planning Committee occurs, the DPA will notify the appropriate County of the vacancy, and, if applicable, nominate one or more representatives that meets the requirements of the vacancy.
- E. Removal. Planning Committee members may only be removed for incompetence, dereliction of duty, or malfeasance, misfeasance, or nonfeasance in office.
- F. Mileage and Per Diem. Members shall serve without compensation other than mileage and per diem at the standard rates established and paid by the appointing CAA for attending Planning Committee meetings, other authorized meetings, and travel to represent the Planning Committee when requested by the appointing CAA or a municipality within its jurisdiction.
- G. Initial Meeting. Within 60 days of appointment of all committee members, the DPA shall call the first meeting of the MMPC. At its first meeting, the MMPC shall elect a chair and other officers as necessary or appropriate.
- H. Quorum. A majority of the members of the MMPC constitute a quorum for the transaction of business at a meeting of the MMPC. For purposes of establishing a quorum, the number of members of the planning committee is the number as established under Article IV, Section A, excluding any unfilled vacancies created in the past 90 days and any optional appointments that a County elects not to fill.
- I. Rules of Procedure. The MMPC shall make and adopt procedures for the conduct of its business, including the election of officers and the length of subsequent appointments, as outlined above.
- J. Responsibilities. Consistent with MCL 324.11573, the MMPC will:
 - 1. Direct the DPA in the preparation of the MMP.
 - 2. Review and approve the DPA's work program under Section 11587(4).
 - 3. Identify relevant local materials management policies and priorities.
 - 4. Ensure coordination in the preparation of the MMP.
 - 5. Advise counties and municipalities with respect to the MMP.
 - 6. Ensure that the DPA is fulfilling the requirements of Part 115 as to both the content of the MMP and public participation.

- K. Authority. The MMPC's authority is limited to the responsibilities set forth in Subpart 11. The MMPC shall have no authority to enter into contracts, acquire real or personal property, borrow or commit funds, or bind the Counties to any specific course of action.

V. INDIVIDUAL COUNTY RESPONSIBILITIES

- A. As the County Approval Agency for its county, each county board of commissioners shall:
1. File a joint Notice of Intent with the Department of Environment, Great Lakes, and Energy with coordination from CUPPAD.
 2. Within 60 days of filing the Notice of Intent
 - a. Make all assigned and optional appointments to the MMPC.
 - b. Supply the DPA with copies of any applicable policies, procedures, or ordinances necessary for creating or implementing the MMP.
 3. Provide, within a reasonable time, all approvals or denials, communications, and documentation required by Subpart 11 of Part 115 of the Act.
 4. Facilitate the DPA's solicitation of approvals of the legislative bodies of the municipalities within the planning area.
- B. Additionally, each County shall:
1. Timely make all payments due to the DPA.
 2. Timely reimburse appointed MMPC Members for mileage and per diem.

VI. MATERIALS MANAGEMENT PLAN

- A. Initial Plan. The Counties, acting in their capacity as County Approval Agencies, may approve or deny the MMP. If approved, each county will submit its written approval or minutes of the meeting where a motion was passed to the MMPC, the DPA, and the other counties. If rejected, a county will communicate in writing its objection and any suggestions for changes to the MMPC, the DPA, and the other counties.
- B. Amendments. The Counties may initiate one or more amendments to the MMP based on a recommendation from the MMPC and submission of a Notice of Intent to the Department of Environment Great Lakes, and Energy. The DPA shall facilitate the amendment process and approvals.

VII. TERM

Unless earlier terminated as provided herein, the term of this Agreement will be five (5) years beginning June 1, 2024. This Agreement will automatically extend for four (4) additional periods of five (5) years each for a total of 25 years unless a majority of the participating Counties or the DPA gives notice to the other parties in writing at least six months prior to expiration of the current 5-year term that it does not wish to continue the Agreement.

VIII. WITHDRAWAL & TERMINATION

- A. Any county may withdraw from this Agreement by providing six (6) months written notice to the other Parties. In the event of withdrawal:
1. The withdrawing county assumes responsibility for the requirements contained in MCL 324.15571 *et seq.* to include creation of a MMP, designation of a Planning Agency, and appointment of a Planning Committee.
 2. The DPA shall be entitled to receive compensation from the withdrawing county for its full bi-annual payment, even if the county elects to withdraw mid-cycle.
 3. The DPA is not obligated to function as the Designated Planning Agency for any county withdrawing from this Agreement.
 4. The DPA will reallocate appointments to the MMPC and make appropriate nominations.
- B. In its sole discretion, the DPA may treat failure to pay a bi-annual invoice within 120 days as a voluntary withdrawal from this Agreement. Should the DPA elect to do so, it will promptly notify all Parties and the withdrawal will go into effect immediately prior to the next billing cycle. Such treatment will not relieve the withdrawing county of its obligation to pay but will allow the DPA to reallocate its fees among the remaining counties for the next billing cycle.
- C. This Agreement will automatically terminate when only one county remains. On termination, the remaining county may contract with the DPA or another agency to fulfill its obligations under MCL 324.15571 *et seq.* and will receive a proportionate refund for any amounts already paid based on the number of remaining months in the billing cycle.
- D. The payment obligations contained in this Article VIII survive termination of this Agreement.

IX. ASSIGNMENT

CUPPAD may assign its obligations as DPA with consent of the other Parties. Such consent shall not unreasonably be withheld.

X. GENERAL

A. Notices. All notices required under Subpart 11 and this Agreement shall be delivered by first-class mail or by hand-delivery to the following:

If to the County of Alger:

County Clerk/Register of Deeds* and
101 Court Street
Munising, MI 49862

If to the County of Delta:

County Administrator/Controller* and
310 Ludington Street
Escanaba, MI 49829

If to the County of Dickinson:

County Controller/Administrator* and
PO Box 609
Iron Mountain, MI 49801

If to the County of Marquette:

County Administrator* and
234 West Baraga Avenue
Marquette, MI 49855

If to the County of Menominee:

County Administrator* and
839 10th Ave
Menominee, MI 49858

If to the County of Schoolcraft:

County Clerk* and
310 Walnut Street
Manistique, MI 49854

If to CUPPAD:

Dotty LaJoye
CUPPAD
2950 College Avenue
Escanaba, MI 49892
(906) 786-9234 ext. 1376
dlajoye@cuppadd.org

and

Ryan Carrig*
CUPPAD
2950 College Avenue
Escanaba, MI 49892
(906) 280-5134
rcarrig@cuppadd.org

Or to other individuals as designated in writing by the Party from time to time. Individuals with an asterisk following their name are also the primary point of contact for the Party for purposes of Subpart 11 and day-to-day correspondence.

B. Amendment. This Agreement may only be amended by a written document signed by all Parties.

C. Severability. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.

D. Entire Agreement. This Agreement, together with Exhibit A, contains the entire understanding between the Parties.

E. Headings. Headings preceding paragraphs in this Agreement are for reference purposes only and may not be used to interpret this Agreement.

F. Jurisdiction/Venue. This Agreement is governed by the laws of the State of Michigan. All disputes involving multiple counties shall be brought in a court of competent jurisdiction in the County of Marquette, Michigan. Disputes involving one county shall be brought in a court of competent jurisdiction in that county.

G. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same Agreement. The execution of this Agreement by any Party hereto, and the delivery of a copy thereof bearing an electronically scanned or facsimile signature shall be valid and enforceable and shall, for all purposes, be treated as an original signature.

IN WITNESS WHEREOF, this Agreement is entered into on this 1st day of June 2024 and is effective on execution by the CEO of CUPPAD and the Chair of the Board of Commissioners of each County.

(SIGNATURES ON NEXT PAGE)

CENTRAL UPPER PENINSULA PLANNING AND DEVELOPMENT REGIONAL
COMMISSION:

Dotty LaJoye

Dotty LaJoye, Executive Director

COUNTY OF ALGER:

Dean Seaberg, Chair County Board of Commissioners

COUNTY OF DELTA:

John Malnar, Chair County Board of Commissioners

COUNTY OF DICKINSON:

Henry Wender, Chair County Board of Commissioners

COUNTY OF MARQUETTE:

Joseph Derocha, Chair County Board of Commissioners

COUNTY OF MENOMINEE:

Larry Phelps, Chair County Board of Commissioners

COUNTY OF SCHOOLCRAFT:

Paul Walker, Chair County Board of Commissioners

EXHIBIT A
ASSIGNED AND OPTIONAL APPOINTMENTS

Alger County shall appoint one mandatory member and may appoint two optional members:

Mandatory – An elected official of a city or village in the planning area.

Optional - An elected official of the county or a municipality in the planning area.

Optional - A representative from a business that generates managed materials within the planning area.

Delta County shall appoint two mandatory members and may appoint two optional members:

Mandatory - A representative of a solid waste disposal facility operator that provides service in the planning area.

Mandatory - A representative of a hauler that provides service in the planning area.

Optional - An elected official of the county or a municipality in the planning area.

Optional - A representative from a business that generates managed materials within the planning area.

Dickinson County shall appoint two mandatory members and may appoint two optional members:

Mandatory - A representative of a waste diversion, reuse, or reduction facility operator that provides service in the planning area.

Mandatory - A representative of an environmental interest group that has members residing in the planning area.

Optional - An elected official of the county or a municipality in the planning area.

Optional - A representative from a business that generates managed materials within the planning area.

Marquette County shall appoint four mandatory members and may appoint two optional members:

Mandatory - A representative of a materials recovery facility operator that provides service in the planning area.

Mandatory - A representative of a composting facility or anaerobic digester operator that provides service in the planning area.

Mandatory - An elected official of a township in the planning area.

Mandatory – The representative of the Regional Planning Agency (CUPPAD), who currently resides in Marquette County.

Optional - An elected official of the county or a municipality in the planning area.

Optional - A representative from a business that generates managed materials within the planning area.

Menominee County shall appoint one mandatory and may appoint two optional members:

Mandatory - A representative from a business that generates managed materials within the planning area.

Optional - An elected official of the county or a municipality in the planning area.

Optional - A representative from a business that generates managed materials within the planning area.

Schoolcraft County may appoint two optional members:

Mandatory - An elected official of the county.

Optional - An elected official of the county or a municipality in the planning area.


Optional - A representative from a business that generates managed materials within the planning area.

CENTRAL UPPER PENINSULA PLANNING AND DEVELOPMENT REGIONAL
COMMISSION:



Dotty LaJoye, Executive Director

COUNTY OF ALGER:



Dean Seaberg, Chair County Board of Commissioners

COUNTY OF DELTA:

John Malnar, Chair County Board of Commissioners

COUNTY OF DICKINSON:

Henry Wender, Chair County Board of Commissioners

COUNTY OF MARQUETTE:

Joseph Derocha, Chair County Board of Commissioners

COUNTY OF MENOMINEE:

Larry Phelps, Chair County Board of Commissioners

COUNTY OF SCHOOLCRAFT:

Paul Walker, Chair County Board of Commissioners

CENTRAL UPPER PENINSULA PLANNING AND DEVELOPMENT REGIONAL
COMMISSION:



Dotty LaJoye, Executive Director

COUNTY OF ALGER:

Dean Seaberg, Chair County Board of Commissioners

COUNTY OF DELTA:



John Malnar, Chair County Board of Commissioners

COUNTY OF DICKINSON:

Henry Wender, Chair County Board of Commissioners

COUNTY OF MARQUETTE:

Joseph Derocha, Chair County Board of Commissioners

COUNTY OF MENOMINEE:

Larry Phelps, Chair County Board of Commissioners

COUNTY OF SCHOOLCRAFT:

Paul Walker, Chair County Board of Commissioners

CENTRAL UPPER PENINSULA PLANNING AND DEVELOPMENT REGIONAL
COMMISSION:



Dotty LaJoye, Executive Director

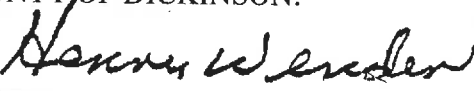
COUNTY OF ALGER:

Dean Seaberg, Chair County Board of Commissioners

COUNTY OF DELTA:

John Malnar, Chair County Board of Commissioners

COUNTY OF DICKINSON:



Henry Wender, Chair County Board of Commissioners

COUNTY OF MARQUETTE:

Joseph Derocha, Chair County Board of Commissioners

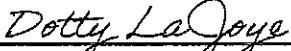
COUNTY OF MENOMINEE:

Larry Phelps, Chair County Board of Commissioners

COUNTY OF SCHOOLCRAFT:

Paul Walker, Chair County Board of Commissioners

CENTRAL UPPER PENINSULA PLANNING AND DEVELOPMENT REGIONAL
COMMISSION:



Dotty LaJoye, Executive Director

COUNTY OF ALGER:

Dean Seaberg, Chair County Board of Commissioners

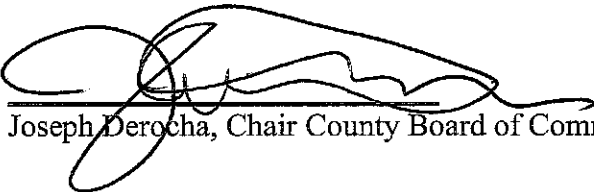
COUNTY OF DELTA:

John Malnar, Chair County Board of Commissioners

COUNTY OF DICKINSON:

Henry Wender, Chair County Board of Commissioners

COUNTY OF MARQUETTE:



Joseph Derocha, Chair County Board of Commissioners

COUNTY OF MENOMINEE:

Larry Phelps, Chair County Board of Commissioners

COUNTY OF SCHOOLCRAFT:

Paul Walker, Chair County Board of Commissioners

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CENTRAL UPPER PENINSULA PLANNING AND DEVELOPMENT REGIONAL COMMISSION:



Dotty LaJoye, Executive Director

COUNTY OF ALGER:

Dean Seaberg, Chair County Board of Commissioners

COUNTY OF DELTA:

John Malnar, Chair County Board of Commissioners

COUNTY OF DICKINSON:

Henry Wender, Chair County Board of Commissioners

COUNTY OF MARQUETTE:

Joseph Derocha, Chair County Board of Commissioners

COUNTY OF MENOMINEE:



Larry Phelps, Chair County Board of Commissioners

COUNTY OF SCHOOLCRAFT:

Paul Walker, Chair County Board of Commissioners

CENTRAL UPPER PENINSULA PLANNING AND DEVELOPMENT REGIONAL
COMMISSION:

Dotty LaJoye, Executive Director

COUNTY OF ALGER:

Dean Seaberg, Chair County Board of Commissioners

COUNTY OF DELTA:

David Moyle, Chair County Board of Commissioners

COUNTY OF DICKINSON:

Henry Wender, Chair County Board of Commissioners

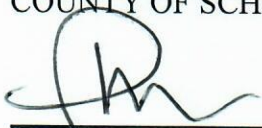
COUNTY OF MARQUETTE:

Joseph Derocha, Chair County Board of Commissioners

COUNTY OF MENOMINEE:

Larry Phelps, Chair County Board of Commissioners

COUNTY OF SCHOOLCRAFT:



Paul Walker, Chair County Board of Commissioners