

COUNTY OF ALPENA
NORTHEAST MICHIGAN MATERIALS MANAGEMENT AUTHORITY
Amended
INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 10th day of May, _____ 2023 by and between the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereafter, "the County"), and Charter Township of Alpena (hereafter, "the local unit"), pursuant to the authority of 1989 PA 138, as amended, being MCL 124.508a.

WHEREAS, Alpena County has adopted a Solid Waste Management Plan, as required under Part 115 of 1994 PA 451, as amended; and

WHEREAS, a major component of the Solid Waste Management Plan is the County's Recycling Program operated by Northeast Michigan Materials Management Authority, which encompasses waste reduction and collection of consumer source separated services and related educational programs; and

WHEREAS, 1989 PA 138, as amended, allows the County Board of Commissioners, by resolution, to impose a surcharge not to exceed \$25.00 per year, per household, for waste reduction programs and for the collection of consumer source separated materials, as defined in Part 115 of 1994 PA 451, household hazardous wastes, tires, batteries and yard clippings; and

WHEREAS, 1989 PA 138, as amended, requires the County to defer the imposition and collection of a surcharge in a local unit of government within the County until the County has entered into an interlocal agreement relating to the collection and disposition of the surcharge with the local units of government.

NOW, THEREFORE, THE PARTIES AGREE:

I. Surcharge

By entering this Agreement, the local units agree with the County's authorization of the imposition and collection of a surcharge of up to \$25.00 per year, per household, in the local units for the collection of consumer source separated materials for recycling and related educational programs.

II. Billing and Collection of Surcharge

The surcharge shall be assessed to all households in the local units, and property owners shall receive notification of the surcharge with the local unit's winter ad valorem property tax bills. The local unit's Treasurer shall collect the surcharge at the time the local unit's winter ad valorem property taxes are collected. If a winter ad valorem property tax bill becomes delinquent, applicable fees or penalties will be applied to the surcharge.

III. Disposition of Surcharge Revenues

The local unit's Treasurer shall account for and remit to the Alpena County Treasurer the surcharges collected. All surcharges not collected by the local unit's Treasurer shall be collected by the Alpena County Treasurer, as directed by the Alpena County Board of Commissioners. All

funds collected shall be administered through the NMMMA-Northeast Michigan Materials Management Authority, as established by this agreement and used solely for purposes as stated in I. Surcharge.

IV. Administrative and Management Process for Surcharge

The Northeast Michigan Materials Management Authority (NMMMA) is hereby designated to administer the county recycling program. The NMMMA is comprised of 13 representatives from the following: 2 representatives of the City of Alpena Council; 2 representatives from the Charter Township of Alpena Board; 2 representatives from the County of Alpena, and one representative of the other township boards providing a geographic distribution to ensure representation. NMMMA will oversee the recycling program operations and management, establish the annual budget and set forth policies.

V. Term

This Agreement may be terminated by either the County or the Northeast Michigan Materials Management Authority (NMMMA) by the 1st of September of each year, or no later than sixty (60) days prior to the printing of the local unit's winter ad valorem property tax bills. All fees collected shall be used for the prior and/or current waste reduction and collection of consumer source separated services. Termination of this Agreement shall not result in a reimbursement of any funds collected pursuant to this Agreement

VIII. Non-Discrimination

The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, height, weight, marital status, age, disability that is unrelated to the individuals' ability to perform the duties of a particular job or position, or political affiliation. Northeast Michigan Materials Management Authority (NMMMA) and any contractor with whom the Northeast Michigan Materials Management Authority (NMMMA) shall enter into an agreement for recycling collection and disposal services, shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Agreement.

IX. Amendments

This Agreement may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by the authorized representatives of both parties.

X. Authority to Sign Agreement

The persons signing this Agreement on behalf of the Northeast Michigan Materials Management Authority (NMMMA) will certify by their signatures that they are duly authorized to sign on behalf of the Northeast Michigan Materials Management Authority (NMMMA) and that this Agreement has been authorized by the parties.

IN WITNESS WHEREOF, authorized representatives of the County and local unit have executed this Agreement on the day and year first above written.

WITNESSED BY:

_____ Date

Kimberly MacLathro 7-18-23
Date

Kimberly MacLathro 7-17-23
Date

Kimberly MacLathro 7-18-23
Date

Alex Björli 5-10-23
Date

Alex Björli 5-10-23
Date

**NORTHEAST MICHIGAN MATERIALS
MANAGEMENT AUTHORITY (NMMMA)**

By: Kenneth A. Lobert
Ken Lobert
Chair, NMMMA

By: Cindy Johnson
Cindy Johnson
Vice-Chair, NMMMA

ALPENA COUNTY

By: Bill Peterson
Bill Peterson
Chair, County Board of Commissioners

By: Keri Bertrand
Keri Bertrand
County Clerk

CHARTER TOWNSHIP OF ALPENA

By: Nathan Skibbe
Nathan Skibbe
Supervisor

By: Michele P. Palevich
Michele Palevich
Clerk

COUNTY OF ALPENA
NORTHEAST MICHIGAN MATERIALS MANAGEMENT AUTHORITY
Amended
INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 15th day of May 2023 by and between the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereafter, "the County"), and City of Alpena (hereafter, "the local unit"), pursuant to the authority of 1989 PA 138, as amended, being MCL 124.508a.

WHEREAS, Alpena County has adopted a Solid Waste Management Plan, as required under Part 115 of 1994 PA 451, as amended; and

WHEREAS, a major component of the Solid Waste Management Plan is the County's Recycling Program operated by Northeast Michigan Materials Management Authority, which encompasses waste reduction and collection of consumer source separated services and related educational programs; and

WHEREAS, 1989 PA 138, as amended, allows the County Board of Commissioners, by resolution, to impose a surcharge not to exceed \$25.00 per year, per household, for waste reduction programs and for the collection of consumer source separated materials, as defined in Part 115 of 1994 PA 451, household hazardous wastes, tires, batteries and yard clippings; and

WHEREAS, 1989 PA 138, as amended, requires the County to defer the imposition and collection of a surcharge in a local unit of government within the County until the County has entered into an interlocal agreement relating to the collection and disposition of the surcharge with the local units of government.

NOW, THEREFORE, THE PARTIES AGREE:

I. Surcharge

By entering this Agreement, the local units agree with the County's authorization of the imposition and collection of a surcharge of up to \$25.00 per year, per household, in the local units for the collection of consumer source separated materials for recycling and related educational programs.

II. Billing and Collection of Surcharge

The surcharge shall be assessed to all households in the local units, and property owners shall receive notification of the surcharge with the local unit's winter ad valorem property tax bills. The local unit's Treasurer shall collect the surcharge at the time the local unit's winter ad valorem property taxes are collected. If a winter ad valorem property tax bill becomes delinquent, applicable fees or penalties will be applied to the surcharge.

III. Disposition of Surcharge Revenues

The local unit's Treasurer shall account for and remit to the Alpena County Treasurer the surcharges collected. All surcharges not collected by the local unit's Treasurer shall be collected by the Alpena County Treasurer, as directed by the Alpena County Board of Commissioners. All

funds collected shall be administered through the NMMMA-Northeast Michigan Materials Management Authority, as established by this agreement and used solely for purposes as stated in I. Surcharge.

IV. Administrative and Management Process for Surcharge

The Northeast Michigan Materials Management Authority (NMMMA) is hereby designated to administer the county recycling program. The NMMMA is comprised of 13 representatives from the following: 2 representatives of the City of Alpena Council; 2 representatives from the Charter Township of Alpena Board; 2 representatives from the County of Alpena, and one representative of the other township boards providing a geographic distribution to ensure representation. NMMMA will oversee the recycling program operations and management, establish the annual budget and set forth policies.

V. Term

This Agreement may be terminated by either the County or the Northeast Michigan Materials Management Authority (NMMMA) by the 1st of September of each year, or no later than sixty (60) days prior to the printing of the local unit's winter ad valorem property tax bills. All fees collected shall be used for the prior and/or current waste reduction and collection of consumer source separated services. Termination of this Agreement shall not result in a reimbursement of any funds collected pursuant to this Agreement

VIII. Non-Discrimination

The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, height, weight, marital status, age, disability that is unrelated to the individuals' ability to perform the duties of a particular job or position, or political affiliation. Northeast Michigan Materials Management Authority (NMMMA) and any contractor with whom the Northeast Michigan Materials Management Authority (NMMMA) shall enter into an agreement for recycling collection and disposal services, shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Agreement.

IX. Amendments

This Agreement may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by the authorized representatives of both parties.

X. Authority to Sign Agreement

The persons signing this Agreement on behalf of the Northeast Michigan Materials Management Authority (NMMMA) will certify by their signatures that they are duly authorized to sign on behalf of the Northeast Michigan Materials Management Authority (NMMMA) and that this Agreement has been authorized by the parties.

IN WITNESS WHEREOF, authorized representatives of the County and local unit have executed this Agreement on the day and year first above written.

WITNESSED BY:

**NORTHEAST MICHIGAN MATERIALS
MANAGEMENT AUTHORITY (NMMMA)**

Rachel Swolinski 5/25/23
Date

By: Kenneth A. Lobert
Ken Lobert
Chair, NMMMA

Rachel Swolinski 5/19/23
Date

By: Cindy Johnson
Cindy Johnson
Vice-Chair, NMMMA

ALPENA COUNTY

Kimberly MacLellan 7-17-23
Date

By: Bill Peterson
Bill Peterson
Chair, County Board of Commissioners

Kimberly MacLellan 7-18-23
Date

By: Keri Bertrand
Keri Bertrand
County Clerk

CITY OF ALPENA

Anna Soik 5/15/23
Date

By: Matt Waligora
Matt Waligora
Mayor

Rathayn Syddin 5-16-23
Date

By: Anna Soik
Anna Soik
Clerk/Treasurer/Finance Director

COUNTY OF ALPENA
NORTHEAST MICHIGAN MATERIALS MANAGEMENT AUTHORITY

Amended

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 10 day of July 2023 by and between the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereafter, "the County"), and Green Top (hereafter, "the local unit"), pursuant to the authority of 1989 PA 138, as amended, being MCL 124.508a.

WHEREAS, Alpena County has adopted a Solid Waste Management Plan, as required under Part 115 of 1994 PA 451, as amended; and

WHEREAS, a major component of the Solid Waste Management Plan is the County's Recycling Program operated by Northeast Michigan Materials Management Authority, which encompasses waste reduction and collection of consumer source separated services and related educational programs; and

WHEREAS, 1989 PA 138, as amended, allows the County Board of Commissioners, by resolution, to impose a surcharge not to exceed \$25.00 per year, per household, for waste reduction programs and for the collection of consumer source separated materials, as defined in Part 115 of 1994 PA 451, household hazardous wastes, tires, batteries and yard clippings; and

WHEREAS, 1989 PA 138, as amended, requires the County to defer the imposition and collection of a surcharge in a local unit of government within the County until the County has entered into an interlocal agreement relating to the collection and disposition of the surcharge with the local units of government.

NOW, THEREFORE, THE PARTIES AGREE:

I. Surcharge

By entering this Agreement, the local units agree with the County's authorization of the imposition and collection of a surcharge of up to \$25.00 per year, per household, in the local units for the collection of consumer source separated materials for recycling and related educational programs.

II. Billing and Collection of Surcharge

The surcharge shall be assessed to all households in the local units, and property owners shall receive notification of the surcharge with the local unit's winter ad valorem property tax bills. The local unit's Treasurer shall collect the surcharge at the time the local unit's winter ad valorem property taxes are collected. If a winter ad valorem property tax bill becomes delinquent, applicable fees or penalties will be applied to the surcharge.

III. Disposition of Surcharge Revenues

The local unit's Treasurer shall account for and remit to the Alpena County Treasurer the surcharges collected. All surcharges not collected by the local unit's Treasurer shall be collected by the Alpena County Treasurer, as directed by the Alpena County Board of Commissioners. All

funds collected shall be administered through the NMMMA-Northeast Michigan Materials Management Authority, as established by this agreement and used solely for purposes as stated in I. Surcharge.

IV. Administrative and Management Process for Surcharge

The Northeast Michigan Materials Management Authority (NMMMA) is hereby designated to administer the county recycling program. The NMMMA is comprised of 13 representatives from the following: 2 representatives of the City of Alpena Council; 2 representatives from the Charter Township of Alpena Board; 2 representatives from the County of Alpena, and one representative of the other township boards providing a geographic distribution to ensure representation. NMMMA will oversee the recycling program operations and management, establish the annual budget and set forth policies.

V. Term

This Agreement may be terminated by either the County or the Northeast Michigan Materials Management Authority (NMMMA) by the 1st of September of each year, or no later than sixty (60) days prior to the printing of the local unit's winter ad valorem property tax bills. All fees collected shall be used for the prior and/or current waste reduction and collection of consumer source separated services. Termination of this Agreement shall not result in a reimbursement of any funds collected pursuant to this Agreement

VIII. Non-Discrimination

The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, height, weight, marital status, age, disability that is unrelated to the individuals' ability to perform the duties of a particular job or position, or political affiliation. Northeast Michigan Materials Management Authority (NMMMA) and any contractor with whom the Northeast Michigan Materials Management Authority (NMMMA) shall enter into an agreement for recycling collection and disposal services, shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Agreement.

IX. Amendments

This Agreement may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by the authorized representatives of both parties.

X. Authority to Sign Agreement

The persons signing this Agreement on behalf of the Northeast Michigan Materials Management Authority (NMMMA) will certify by their signatures that they are duly authorized to sign on behalf of the Northeast Michigan Materials Management Authority (NMMMA) and that this Agreement has been authorized by the parties.

IN WITNESS WHEREOF, authorized representatives of the County and local unit have executed this Agreement on the day and year first above written.

WITNESSED BY:

**NORTHEAST MICHIGAN MATERIALS
MANAGEMENT AUTHORITY (NMMMA)**

Kimberly MacArthur 7-21-23
Date

By: Kenneth A. Lobert
Ken Lobert
Chair, NMMMA

7/19/23 Kimberly MacArthur 7/19/2023
Date

By: Cindy Johnson
Cindy Johnson
Vice-Chair, NMMMA

ALPENA COUNTY

Kimberly MacArthur 7-17-23
Date

By: Bill Peterson
Bill Peterson
Chair, County Board of Commissioners

Kimberly MacArthur 7-18-23
Date

By: Keri Bertrand
Keri Bertrand
County Clerk

GREEN TOWNSHIP

Jimmy J. Bates 7/10/23
Date

By: Eric Smith
Eric Smith
Supervisor

Melony Sumerix 7/11/23
Date

By: Melony Sumerix
Melony Sumerix
Clerk

COUNTY OF ALPENA
NORTHEAST MICHIGAN MATERIALS MANAGEMENT AUTHORITY
Amended
INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 11th day of May, 2023 by and between the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereafter, "the County"), and Long Rapids Twp. (hereafter, "the local unit"), pursuant to the authority of 1989 PA 138, as amended, being MCL 124.508a.

WHEREAS, Alpena County has adopted a Solid Waste Management Plan, as required under Part 115 of 1994 PA 451, as amended; and

WHEREAS, a major component of the Solid Waste Management Plan is the County's Recycling Program operated by Northeast Michigan Materials Management Authority, which encompasses waste reduction and collection of consumer source separated services and related educational programs; and

WHEREAS, 1989 PA 138, as amended, allows the County Board of Commissioners, by resolution, to impose a surcharge not to exceed \$25.00 per year, per household, for waste reduction programs and for the collection of consumer source separated materials, as defined in Part 115 of 1994 PA 451, household hazardous wastes, tires, batteries and yard clippings; and

WHEREAS, 1989 PA 138, as amended, requires the County to defer the imposition and collection of a surcharge in a local unit of government within the County until the County has entered into an interlocal agreement relating to the collection and disposition of the surcharge with the local units of government.

NOW, THEREFORE, THE PARTIES AGREE:

I. Surcharge

By entering this Agreement, the local units agree with the County's authorization of the imposition and collection of a surcharge of up to \$25.00 per year, per household, in the local units for the collection of consumer source separated materials for recycling and related educational programs.

II. Billing and Collection of Surcharge

The surcharge shall be assessed to all households in the local units, and property owners shall receive notification of the surcharge with the local unit's winter ad valorem property tax bills. The local unit's Treasurer shall collect the surcharge at the time the local unit's winter ad valorem property taxes are collected. If a winter ad valorem property tax bill becomes delinquent, applicable fees or penalties will be applied to the surcharge.

III. Disposition of Surcharge Revenues

The local unit's Treasurer shall account for and remit to the Alpena County Treasurer the surcharges collected. All surcharges not collected by the local unit's Treasurer shall be collected by the Alpena County Treasurer, as directed by the Alpena County Board of Commissioners. All

funds collected shall be administered through the NMMMA-Northeast Michigan Materials Management Authority, as established by this agreement and used solely for purposes as stated in I. Surcharge.

IV. Administrative and Management Process for Surcharge

The Northeast Michigan Materials Management Authority (NMMMA) is hereby designated to administer the county recycling program. The NMMMA is comprised of 13 representatives from the following: 2 representatives of the City of Alpena Council; 2 representatives from the Charter Township of Alpena Board; 2 representatives from the County of Alpena, and one representative of the other township boards providing a geographic distribution to ensure representation. NMMMA will oversee the recycling program operations and management, establish the annual budget and set forth policies.

V. Term

This Agreement may be terminated by either the County or the Northeast Michigan Materials Management Authority (NMMMA) by the 1st of September of each year, or no later than sixty (60) days prior to the printing of the local unit's winter ad valorem property tax bills. All fees collected shall be used for the prior and/or current waste reduction and collection of consumer source separated services. Termination of this Agreement shall not result in a reimbursement of any funds collected pursuant to this Agreement

VIII. Non-Discrimination

The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, height, weight, marital status, age, disability that is unrelated to the individuals' ability to perform the duties of a particular job or position, or political affiliation. Northeast Michigan Materials Management Authority (NMMMA) and any contractor with whom the Northeast Michigan Materials Management Authority (NMMMA) shall enter into an agreement for recycling collection and disposal services, shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Agreement.

IX. Amendments

This Agreement may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by the authorized representatives of both parties.

X. Authority to Sign Agreement

The persons signing this Agreement on behalf of the Northeast Michigan Materials Management Authority (NMMMA) will certify by their signatures that they are duly authorized to sign on behalf of the Northeast Michigan Materials Management Authority (NMMMA) and that this Agreement has been authorized by the parties.

IN WITNESS WHEREOF, authorized representatives of the County and local unit have executed this Agreement on the day and year first above written.

WITNESSED BY:

**NORTHEAST MICHIGAN MATERIALS
MANAGEMENT AUTHORITY (NMMMA)**

Kimberly MacArthur 7-21-23
Date

By: Kenneth A. Lobert
Ken Lobert
Chair, NMMMA

Kimberly MacArthur 7/19/2023
Date

By: Cindy Johnson
Cindy Johnson
Vice-Chair, NMMMA

ALPENA COUNTY

Kimberly MacArthur 7-17-23
Date

By: Bill Peterson
Bill Peterson
Chair, County Board of Commissioners

Kimberly MacArthur 7-18-23
Date

By: Keri Bertrand
Keri Bertrand
County Clerk

LONG RAPIDS TOWNSHIP

Wendy Johnson 5/11/23
Date

By: Todd Precord
Todd Precord
Supervisor

Wendy Johnson 5/11/23
Date

By: Mary Sue Thomson
Mary Sue Thomson
Clerk

COUNTY OF ALPENA
NORTHEAST MICHIGAN MATERIALS MANAGEMENT AUTHORITY
Amended
INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 17th day of May 2023 by and between the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereafter, "the County"), and Maple Ridge Twp (hereafter, "the local unit"), pursuant to the authority of 1989 PA 138, as amended, being MCL 124.508a.

WHEREAS, Alpena County has adopted a Solid Waste Management Plan, as required under Part 115 of 1994 PA 451, as amended; and

WHEREAS, a major component of the Solid Waste Management Plan is the County's Recycling Program operated by Northeast Michigan Materials Management Authority, which encompasses waste reduction and collection of consumer source separated services and related educational programs; and

WHEREAS, 1989 PA 138, as amended, allows the County Board of Commissioners, by resolution, to impose a surcharge not to exceed \$25.00 per year, per household, for waste reduction programs and for the collection of consumer source separated materials, as defined in Part 115 of 1994 PA 451, household hazardous wastes, tires, batteries and yard clippings; and

WHEREAS, 1989 PA 138, as amended, requires the County to defer the imposition and collection of a surcharge in a local unit of government within the County until the County has entered into an interlocal agreement relating to the collection and disposition of the surcharge with the local units of government.

NOW, THEREFORE, THE PARTIES AGREE:

I. Surcharge

By entering this Agreement, the local units agree with the County's authorization of the imposition and collection of a surcharge of up to \$25.00 per year, per household, in the local units for the collection of consumer source separated materials for recycling and related educational programs.

II. Billing and Collection of Surcharge

The surcharge shall be assessed to all households in the local units, and property owners shall receive notification of the surcharge with the local unit's winter ad valorem property tax bills. The local unit's Treasurer shall collect the surcharge at the time the local unit's winter ad valorem property taxes are collected. If a winter ad valorem property tax bill becomes delinquent, applicable fees or penalties will be applied to the surcharge.

III. Disposition of Surcharge Revenues

The local unit's Treasurer shall account for and remit to the Alpena County Treasurer the surcharges collected. All surcharges not collected by the local unit's Treasurer shall be collected by the Alpena County Treasurer, as directed by the Alpena County Board of Commissioners. All

funds collected shall be administered through the NMMMA-Northeast Michigan Materials Management Authority, as established by this agreement and used solely for purposes as stated in I. Surcharge.

IV. Administrative and Management Process for Surcharge

The Northeast Michigan Materials Management Authority (NMMMA) is hereby designated to administer the county recycling program. The NMMMA is comprised of 13 representatives from the following: 2 representatives of the City of Alpena Council; 2 representatives from the Charter Township of Alpena Board; 2 representatives from the County of Alpena, and one representative of the other township boards providing a geographic distribution to ensure representation. NMMMA will oversee the recycling program operations and management, establish the annual budget and set forth policies.

V. Term

This Agreement may be terminated by either the County or the Northeast Michigan Materials Management Authority (NMMMA) by the 1st of September of each year, or no later than sixty (60) days prior to the printing of the local unit's winter ad valorem property tax bills. All fees collected shall be used for the prior and/or current waste reduction and collection of consumer source separated services. Termination of this Agreement shall not result in a reimbursement of any funds collected pursuant to this Agreement

VIII. Non-Discrimination

The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, height, weight, marital status, age, disability that is unrelated to the individuals' ability to perform the duties of a particular job or position, or political affiliation. Northeast Michigan Materials Management Authority (NMMMA) and any contractor with whom the Northeast Michigan Materials Management Authority (NMMMA) shall enter into an agreement for recycling collection and disposal services, shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Agreement.

IX. Amendments

This Agreement may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by the authorized representatives of both parties.

X. Authority to Sign Agreement

The persons signing this Agreement on behalf of the Northeast Michigan Materials Management Authority (NMMMA) will certify by their signatures that they are duly authorized to sign on behalf of the Northeast Michigan Materials Management Authority (NMMMA) and that this Agreement has been authorized by the parties.

IN WITNESS WHEREOF, authorized representatives of the County and local unit have executed this Agreement on the day and year first above written.

WITNESSED BY:

**NORTHEAST MICHIGAN MATERIALS
MANAGEMENT AUTHORITY (NMMMA)**

Laura L. Elby-Jones 6-1-23
Date

By: Kenneth A. Lobert
Ken Lobert
Chair, NMMMA

Laura L. Elby-Jones 6-1-23
Date

By: Cindy Johnson
Cindy Johnson
Vice-Chair, NMMMA

ALPENA COUNTY

Kimberly MacLethen 7-17-23
Date

By: Bill Peterson
Bill Peterson
Chair, County Board of Commissioners

Kimberly MacLethen 7-18-23
Date

By: Keri Bertrand
Keri Bertrand
County Clerk

MAPLE RIDGE TOWNSHIP

Kristi Hoppe 5-17-23
Date

By: John R. Male
John Male
Supervisor

Kristi Hoppe 5-17-23
Date

By: Melissa Hoskinson
Melissa Hoskinson
Clerk

COUNTY OF ALPENA
NORTHEAST MICHIGAN MATERIALS MANAGEMENT AUTHORITY
Amended
INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 8th day of May 2023 by and between the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereafter, "the County"), and Ossineke Township (hereafter, "the local unit"), pursuant to the authority of 1989 PA 138, as amended, being MCL 124.508a.

WHEREAS, Alpena County has adopted a Solid Waste Management Plan, as required under Part 115 of 1994 PA 451, as amended; and

WHEREAS, a major component of the Solid Waste Management Plan is the County's Recycling Program operated by Northeast Michigan Materials Management Authority, which encompasses waste reduction and collection of consumer source separated services and related educational programs; and

WHEREAS, 1989 PA 138, as amended, allows the County Board of Commissioners, by resolution, to impose a surcharge not to exceed \$25.00 per year, per household, for waste reduction programs and for the collection of consumer source separated materials, as defined in Part 115 of 1994 PA 451, household hazardous wastes, tires, batteries and yard clippings; and

WHEREAS, 1989 PA 138, as amended, requires the County to defer the imposition and collection of a surcharge in a local unit of government within the County until the County has entered into an interlocal agreement relating to the collection and disposition of the surcharge with the local units of government.

NOW, THEREFORE, THE PARTIES AGREE:

I. Surcharge

By entering this Agreement, the local units agree with the County's authorization of the imposition and collection of a surcharge of up to \$25.00 per year, per household, in the local units for the collection of consumer source separated materials for recycling and related educational programs.

II. Billing and Collection of Surcharge

The surcharge shall be assessed to all households in the local units, and property owners shall receive notification of the surcharge with the local unit's winter ad valorem property tax bills. The local unit's Treasurer shall collect the surcharge at the time the local unit's winter ad valorem property taxes are collected. If a winter ad valorem property tax bill becomes delinquent, applicable fees or penalties will be applied to the surcharge.

III. Disposition of Surcharge Revenues

The local unit's Treasurer shall account for and remit to the Alpena County Treasurer the surcharges collected. All surcharges not collected by the local unit's Treasurer shall be collected by the Alpena County Treasurer, as directed by the Alpena County Board of Commissioners. All

funds collected shall be administered through the NMMMA-Northeast Michigan Materials Management Authority, as established by this agreement and used solely for purposes as stated in I. Surcharge.

IV. Administrative and Management Process for Surcharge

The Northeast Michigan Materials Management Authority (NMMMA) is hereby designated to administer the county recycling program. The NMMMA is comprised of 13 representatives from the following: 2 representatives of the City of Alpena Council; 2 representatives from the Charter Township of Alpena Board; 2 representatives from the County of Alpena, and one representative of the other township boards providing a geographic distribution to ensure representation. NMMMA will oversee the recycling program operations and management, establish the annual budget and set forth policies.

V. Term

This Agreement may be terminated by either the County or the Northeast Michigan Materials Management Authority (NMMMA) by the 1st of September of each year, or no later than sixty (60) days prior to the printing of the local unit's winter ad valorem property tax bills. All fees collected shall be used for the prior and/or current waste reduction and collection of consumer source separated services. Termination of this Agreement shall not result in a reimbursement of any funds collected pursuant to this Agreement

VIII. Non-Discrimination

The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, height, weight, marital status, age, disability that is unrelated to the individuals' ability to perform the duties of a particular job or position, or political affiliation. Northeast Michigan Materials Management Authority (NMMMA) and any contractor with whom the Northeast Michigan Materials Management Authority (NMMMA) shall enter into an agreement for recycling collection and disposal services, shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Agreement.

IX. Amendments

This Agreement may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by the authorized representatives of both parties.

X. Authority to Sign Agreement

The persons signing this Agreement on behalf of the Northeast Michigan Materials Management Authority (NMMMA) will certify by their signatures that they are duly authorized to sign on behalf of the Northeast Michigan Materials Management Authority (NMMMA) and that this Agreement has been authorized by the parties.

IN WITNESS WHEREOF, authorized representatives of the County and local unit have executed this Agreement on the day and year first above written.

WITNESSED BY:

**NORTHEAST MICHIGAN MATERIALS
MANAGEMENT AUTHORITY (NMMMA)**

_____ Date

By: Kenneth A. Lobert
Ken Lobert
Chair, NMMMA

Kimberly Mackelton 7/19/2023
Date

By: Cindy Johnson
Cindy Johnson
Vice-Chair, NMMMA

ALPENA COUNTY

Kimberly Mackelton 7-17-23
Date

By: Bill Peterson
Bill Peterson
Chair, County Board of Commissioners

Kimberly Mackelton 7-18-23
Date

By: Keri Bertrand
Keri Bertrand
County Clerk

CITY OF ALPENA/OSSINEKE TOWNSHIP

Denise Schultz 5/18/23
Date

By: Kenneth A. Lobert
Ossineke Township Supervisor

Randy Tavibank 5/18/23
Date

By: [Signature]
Ossineke Township Clerk

COUNTY OF ALPENA
NORTHEAST MICHIGAN MATERIALS MANAGEMENT AUTHORITY
Amended
INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 12th day of June, 2023 by and between the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereafter, "the County"), and Sanborn Township (hereafter, "the local unit"), pursuant to the authority of 1989 PA 138, as amended, being MCL 124.508a.

WHEREAS, Alpena County has adopted a Solid Waste Management Plan, as required under Part 115 of 1994 PA 451, as amended; and

WHEREAS, a major component of the Solid Waste Management Plan is the County's Recycling Program operated by Northeast Michigan Materials Management Authority, which encompasses waste reduction and collection of consumer source separated services and related educational programs; and

WHEREAS, 1989 PA 138, as amended, allows the County Board of Commissioners, by resolution, to impose a surcharge not to exceed \$25.00 per year, per household, for waste reduction programs and for the collection of consumer source separated materials, as defined in Part 115 of 1994 PA 451, household hazardous wastes, tires, batteries and yard clippings; and

WHEREAS, 1989 PA 138, as amended, requires the County to defer the imposition and collection of a surcharge in a local unit of government within the County until the County has entered into an interlocal agreement relating to the collection and disposition of the surcharge with the local units of government.

NOW, THEREFORE, THE PARTIES AGREE:

I. Surcharge

By entering this Agreement, the local units agree with the County's authorization of the imposition and collection of a surcharge of up to \$25.00 per year, per household, in the local units for the collection of consumer source separated materials for recycling and related educational programs.

II. Billing and Collection of Surcharge

The surcharge shall be assessed to all households in the local units, and property owners shall receive notification of the surcharge with the local unit's winter ad valorem property tax bills. The local unit's Treasurer shall collect the surcharge at the time the local unit's winter ad valorem property taxes are collected. If a winter ad valorem property tax bill becomes delinquent, applicable fees or penalties will be applied to the surcharge.

III. Disposition of Surcharge Revenues

The local unit's Treasurer shall account for and remit to the Alpena County Treasurer the surcharges collected. All surcharges not collected by the local unit's Treasurer shall be collected by the Alpena County Treasurer, as directed by the Alpena County Board of Commissioners. All

funds collected shall be administered through the NMMMA-Northeast Michigan Materials Management Authority, as established by this agreement and used solely for purposes as stated in I. Surcharge.

IV. Administrative and Management Process for Surcharge

The Northeast Michigan Materials Management Authority (NMMMA) is hereby designated to administer the county recycling program. The NMMMA is comprised of 13 representatives from the following: 2 representatives of the City of Alpena Council; 2 representatives from the Charter Township of Alpena Board; 2 representatives from the County of Alpena, and one representative of the other township boards providing a geographic distribution to ensure representation. NMMMA will oversee the recycling program operations and management, establish the annual budget and set forth policies.

V. Term

This Agreement may be terminated by either the County or the Northeast Michigan Materials Management Authority (NMMMA) by the 1st of September of each year, or no later than sixty (60) days prior to the printing of the local unit's winter ad valorem property tax bills. All fees collected shall be used for the prior and/or current waste reduction and collection of consumer source separated services. Termination of this Agreement shall not result in a reimbursement of any funds collected pursuant to this Agreement

VIII. Non-Discrimination

The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, height, weight, marital status, age, disability that is unrelated to the individuals' ability to perform the duties of a particular job or position, or political affiliation. Northeast Michigan Materials Management Authority (NMMMA) and any contractor with whom the Northeast Michigan Materials Management Authority (NMMMA) shall enter into an agreement for recycling collection and disposal services, shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Agreement.

IX. Amendments

This Agreement may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by the authorized representatives of both parties.

X. Authority to Sign Agreement

The persons signing this Agreement on behalf of the Northeast Michigan Materials Management Authority (NMMMA) will certify by their signatures that they are duly authorized to sign on behalf of the Northeast Michigan Materials Management Authority (NMMMA) and that this Agreement has been authorized by the parties.

IN WITNESS WHEREOF, authorized representatives of the County and local unit have executed this Agreement on the day and year first above written.

WITNESSED BY:

**NORTHEAST MICHIGAN MATERIALS
MANAGEMENT AUTHORITY (NMMMA)**

Kimberly MacLethen 7-21-23
Date

By: Ken Lobert
Ken Lobert
Chair, NMMMA

Kimberly MacLethen 7/19/2023
Date

By: Cindy Johnson
Cindy Johnson
Vice-Chair, NMMMA

ALPENA COUNTY

Kimberly MacLethen 7-17-23
Date

By: Bill Peterson
Bill Peterson
Chair, County Board of Commissioners

Kimberly MacLethen 7-18-23
Date

By: Keri Bertrand
Keri Bertrand
County Clerk

SANBORN TOWNSHIP

Jasmine Werner 6-13-23
Date

By: Ken Gauthier
Ken Gauthier
Supervisor

Jasmine Werner 6-13-23
Date

By: Angela Carstens
Angela Carstens
Clerk

COUNTY OF ALPENA
NORTHEAST MICHIGAN MATERIALS MANAGEMENT AUTHORITY

Amended

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 30 day of May 2023 by and between the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereafter, "the County"), and Wellington Twp (hereafter, "the local unit"), pursuant to the authority of 1989 PA 138, as amended, being MCL 124.508a.

WHEREAS, Alpena County has adopted a Solid Waste Management Plan, as required under Part 115 of 1994 PA 451, as amended; and

WHEREAS, a major component of the Solid Waste Management Plan is the County's Recycling Program operated by Northeast Michigan Materials Management Authority, which encompasses waste reduction and collection of consumer source separated services and related educational programs; and

WHEREAS, 1989 PA 138, as amended, allows the County Board of Commissioners, by resolution, to impose a surcharge not to exceed \$25.00 per year, per household, for waste reduction programs and for the collection of consumer source separated materials, as defined in Part 115 of 1994 PA 451, household hazardous wastes, tires, batteries and yard clippings; and

WHEREAS, 1989 PA 138, as amended, requires the County to defer the imposition and collection of a surcharge in a local unit of government within the County until the County has entered into an interlocal agreement relating to the collection and disposition of the surcharge with the local units of government.

NOW, THEREFORE, THE PARTIES AGREE:

I. Surcharge

By entering this Agreement, the local units agree with the County's authorization of the imposition and collection of a surcharge of up to \$25.00 per year, per household, in the local units for the collection of consumer source separated materials for recycling and related educational programs.

II. Billing and Collection of Surcharge

The surcharge shall be assessed to all households in the local units, and property owners shall receive notification of the surcharge with the local unit's winter ad valorem property tax bills. The local unit's Treasurer shall collect the surcharge at the time the local unit's winter ad valorem property taxes are collected. If a winter ad valorem property tax bill becomes delinquent, applicable fees or penalties will be applied to the surcharge.

III. Disposition of Surcharge Revenues

The local unit's Treasurer shall account for and remit to the Alpena County Treasurer the surcharges collected. All surcharges not collected by the local unit's Treasurer shall be collected by the Alpena County Treasurer, as directed by the Alpena County Board of Commissioners. All

funds collected shall be administered through the NMMMA-Northeast Michigan Materials Management Authority, as established by this agreement and used solely for purposes as stated in I. Surcharge.

IV. Administrative and Management Process for Surcharge

The Northeast Michigan Materials Management Authority (NMMMA) is hereby designated to administer the county recycling program. The NMMMA is comprised of 13 representatives from the following: 2 representatives of the City of Alpena Council; 2 representatives from the Charter Township of Alpena Board; 2 representatives from the County of Alpena, and one representative of the other township boards providing a geographic distribution to ensure representation. NMMMA will oversee the recycling program operations and management, establish the annual budget and set forth policies.

V. Term

This Agreement may be terminated by either the County or the Northeast Michigan Materials Management Authority (NMMMA) by the 1st of September of each year, or no later than sixty (60) days prior to the printing of the local unit's winter ad valorem property tax bills. All fees collected shall be used for the prior and/or current waste reduction and collection of consumer source separated services. Termination of this Agreement shall not result in a reimbursement of any funds collected pursuant to this Agreement

VIII. Non-Discrimination

The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, height, weight, marital status, age, disability that is unrelated to the individuals' ability to perform the duties of a particular job or position, or political affiliation. Northeast Michigan Materials Management Authority (NMMMA) and any contractor with whom the Northeast Michigan Materials Management Authority (NMMMA) shall enter into an agreement for recycling collection and disposal services, shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Agreement.

IX. Amendments

This Agreement may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by the authorized representatives of both parties.

X. Authority to Sign Agreement

The persons signing this Agreement on behalf of the Northeast Michigan Materials Management Authority (NMMMA) will certify by their signatures that they are duly authorized to sign on behalf of the Northeast Michigan Materials Management Authority (NMMMA) and that this Agreement has been authorized by the parties.

IN WITNESS WHEREOF, authorized representatives of the County and local unit have executed this Agreement on the day and year first above written.

WITNESSED BY:

**NORTHEAST MICHIGAN MATERIALS
MANAGEMENT AUTHORITY (NMMMA)**

Kimberly Mackethun 7-21-23
Date

By: Kenneth A. Lobert
Ken Lobert
Chair, NMMMA

Kimberly Mackethun 7/19/2023
Date

By: Cindy Johnson
Cindy Johnson
Vice-Chair, NMMMA

ALPENA COUNTY

Kimberly Mackethun 7-17-23
Date

By: Bill Peterson
Bill Peterson
Chair, County Board of Commissioners

Kimberly Mackethun 7-18-23
Date

By: Keri Bertrand
Keri Bertrand
County Clerk

WELLINGTON TOWNSHIP

Grace Lumsden 5-30-23
Date

By: Ron Lucas
Ron Lucas
Supervisor

Grace Lumsden 5-30-23
Date

By: Pamela Madsen
Pamela Madsen
Clerk

COUNTY OF ALPENA
NORTHEAST MICHIGAN MATERIALS MANAGEMENT AUTHORITY
Amended
INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 10th day of May 2023 by and between the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereafter, "the County"), and Wilson Township (hereafter, "the local unit"), pursuant to the authority of 1989 PA 138, as amended, being MCL 124.508a.

WHEREAS, Alpena County has adopted a Solid Waste Management Plan, as required under Part 115 of 1994 PA 451, as amended; and

WHEREAS, a major component of the Solid Waste Management Plan is the County's Recycling Program operated by Northeast Michigan Materials Management Authority, which encompasses waste reduction and collection of consumer source separated services and related educational programs; and

WHEREAS, 1989 PA 138, as amended, allows the County Board of Commissioners, by resolution, to impose a surcharge not to exceed \$25.00 per year, per household, for waste reduction programs and for the collection of consumer source separated materials, as defined in Part 115 of 1994 PA 451, household hazardous wastes, tires, batteries and yard clippings; and

WHEREAS, 1989 PA 138, as amended, requires the County to defer the imposition and collection of a surcharge in a local unit of government within the County until the County has entered into an interlocal agreement relating to the collection and disposition of the surcharge with the local units of government.

NOW, THEREFORE, THE PARTIES AGREE:

I. Surcharge

By entering this Agreement, the local units agree with the County's authorization of the imposition and collection of a surcharge of up to \$25.00 per year, per household, in the local units for the collection of consumer source separated materials for recycling and related educational programs.

II. Billing and Collection of Surcharge

The surcharge shall be assessed to all households in the local units, and property owners shall receive notification of the surcharge with the local unit's winter ad valorem property tax bills. The local unit's Treasurer shall collect the surcharge at the time the local unit's winter ad valorem property taxes are collected. If a winter ad valorem property tax bill becomes delinquent, applicable fees or penalties will be applied to the surcharge.

III. Disposition of Surcharge Revenues

The local unit's Treasurer shall account for and remit to the Alpena County Treasurer the surcharges collected. All surcharges not collected by the local unit's Treasurer shall be collected by the Alpena County Treasurer, as directed by the Alpena County Board of Commissioners. All

funds collected shall be administered through the NMMMA-Northeast Michigan Materials Management Authority, as established by this agreement and used solely for purposes as stated in I. Surcharge.

IV. Administrative and Management Process for Surcharge

The Northeast Michigan Materials Management Authority (NMMMA) is hereby designated to administer the county recycling program. The NMMMA is comprised of 13 representatives from the following: 2 representatives of the City of Alpena Council; 2 representatives from the Charter Township of Alpena Board; 2 representatives from the County of Alpena, and one representative of the other township boards providing a geographic distribution to ensure representation. NMMMA will oversee the recycling program operations and management, establish the annual budget and set forth policies.

V. Term

This Agreement may be terminated by either the County or the Northeast Michigan Materials Management Authority (NMMMA) by the 1st of September of each year, or no later than sixty (60) days prior to the printing of the local unit's winter ad valorem property tax bills. All fees collected shall be used for the prior and/or current waste reduction and collection of consumer source separated services. Termination of this Agreement shall not result in a reimbursement of any funds collected pursuant to this Agreement

VIII. Non-Discrimination

The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, sex, height, weight, marital status, age, disability that is unrelated to the individuals' ability to perform the duties of a particular job or position, or political affiliation. Northeast Michigan Materials Management Authority (NMMMA) and any contractor with whom the Northeast Michigan Materials Management Authority (NMMMA) shall enter into an agreement for recycling collection and disposal services, shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Agreement.

IX. Amendments

This Agreement may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by the authorized representatives of both parties.

X. Authority to Sign Agreement

The persons signing this Agreement on behalf of the Northeast Michigan Materials Management Authority (NMMMA) will certify by their signatures that they are duly authorized to sign on behalf of the Northeast Michigan Materials Management Authority (NMMMA) and that this Agreement has been authorized by the parties.

IN WITNESS WHEREOF, authorized representatives of the County and local unit have executed this Agreement on the day and year first above written.

WITNESSED BY:

**NORTHEAST MICHIGAN MATERIALS
MANAGEMENT AUTHORITY (NMMMA)**

Kimberly MacLethen 7-21-23
Date

By: Kenneth A. Lobert
Ken Lobert
Chair, NMMMA

Kimberly MacLethen 7/19/2023
Date

By: [Signature]
Cindy Johnson
Vice-Chair, NMMMA

ALPENA COUNTY

Kimberly MacLethen 7-17-23
Date

By: [Signature]
Bill Peterson
Chair, County Board of Commissioners

Kimberly MacLethen 7-18-23
Date

By: [Signature]
Keri Bertrand
County Clerk

Wilson TOWNSHIP

5-10-23
Date

By: [Signature]
Dan Hibner
Supervisor

5-10-23
Date

By: [Signature]
Melissa Werth
Clerk