

A SPECIAL SESSION OF THE LEELANAU COUNTY SOLID WASTE COUNCIL WILL BE HELD

JUNE 3, 2024 at 1:00 PM

Location: Leelanau County Government Center (Commissioners Meeting Room)

*(Proceedings of the meeting are being recorded and are not the official record of the meeting;
the formally approved/accepted written copy of the minutes will be the official record of the meeting.)*

DRAFT AGENDA

(Please silence any unnecessary cellular/electronic devices)

- CALL TO ORDER**
- ROLL CALL**
- CONSIDERATION OF AGENDA**
- PUBLIC COMMENT**

PURPOSE OF THE MEETING – DISCUSSION/POTENTIAL ACTION:

- I. MMP Interlocal Agreement between County of Grand Traverse, County of Benzie, and County of Leelanau.

- PUBLIC COMMENTS**
- MEMBER / CHAIRPERSON'S COMMENTS**
- ADJOURNMENT**

SWC Members

Marcia Harris-Chair
Andrew Gale-Vice Chair
John Fletcher-Chair Pro-Tem
Lois Bahle
Kathy Cavanaugh
Tom MacDonald
Tom Petersen
Carrie Sharp
Kama Ross

Ex-officio: Mark Bevelhymmer
Jim Palmer

SEE THE SOLUTION



INTERLOCAL AGREEMENT

BETWEEN

County of Grand Traverse

County of Benzie

County of Leelanau

Dated: _____ day of _____, 20____

INTERLOCAL AGREEMENT

This Interlocal Agreement, dated this _____ day of _____, 20__ ("Agreement"), between the County of Grand Traverse, located at 400 Boardman Avenue, Traverse City, Michigan 49684 ("Grand Traverse"), the County of Benzie, located at 448 Court Place, Beulah, Michigan 49617 ("Benzie") and the County of Leelanau, located at 8527 E. Government Center Dr., Suttons Bay, Michigan 49682 ("Leelanau") and states the following:

ARTICLE I.
RECITALS

WHEREAS, 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.

WHEREAS, the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et. seq. ("Act"), provides the process and the authorization for an Interlocal Agreement; and

WHEREAS, the Act defines "Interlocal Agreement" at MCL 124.502(a) and that definition is adopted by reference herein; and

WHEREAS, each County unit of government participating in this Agreement is a local unit of government as defined in the Act at MCL 124.502(b); and

WHEREAS, each County unit of government participating in this Agreement is a "Public Agency" as defined in the Act at MCL 124.502(e); and

WHEREAS, under the Act, a public agency may exercise jointly with another public agency, any power, privilege, or authority that the participating public agencies share in common, and that each participating public agency might exercise separately; and

WHEREAS, under the Act, a joint exercise of power under the Act shall be made by a contract in the form of an Interlocal Agreement that is otherwise consistent with the Act; and

WHEREAS, the participating County units of government herein now wish to adopt and become parties to this Agreement in the legal form of an Interlocal Agreement consistent with the rights set forth in the Act and the terms and provisions set forth in this Agreement; and

WHEREAS, under Part 115 of the Natural Resources and Environmental Protection Act, Subpart 11, being MCL 324.11571 through MCL 324.11587 ("Part 115"), the Department of Environmental, Great Lake, and Energy ("EGLE") shall ensure that each County in Michigan has an approved Materials Management Plan ("MMP"); and

WHEREAS, the Director of EGLE issued a notice to all Counties in Michigan requiring an MMP and initiating the MMP process effective January 8, 2024; and

WHEREAS, under Part 115 at MCL 324.11571(2), the planning area of a single MMP may include two (2) or more Counties if properly approved by the legislative bodies of those Counties with respect to the joint exercise of powers and performance of duties with respect to an MMP as required under Part 115; and

WHEREAS, under Part 115, a "Multi-County MMP" process shall be subject to the same procedures for submittal, review and approval as a Single- County MMP; and

WHEREAS, under Part 115, the MMP requirements are presented and apply equally to a Single-County MMP and a Multi-County MMP; and

WHEREAS, Grand Traverse, Benzie and Leelanau now wish to enter into this Agreement to provide for and effectuate the process of a Part 115 Multi-County MMP consistent with the terms and provisions set forth below and otherwise consistent with the Act and Part 115 for the purposes set forth herein.

ARTICLE II. **DEFINITIONS**

- A. "Act" shall mean the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et. seq.
- B. "Agreement" shall mean this Interlocal Agreement made pursuant to the Act.
- C. "Effective Date" shall mean the date this Interlocal Agreement is fully executed by the Parties and in compliance with Section 10 of the Act, if required.
- D. "EGLE" shall mean the State of Michigan Department of Environmental, Great Lakes and Energy.
- E. "FOIA" shall mean Michigan's Freedom of Information Act at MCL 15.231 et. seq., 1976 Public Act 442.
- F. "MMP" shall mean a Materials Management Plan as defined under the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, Sub Part 11.
- G. "OMA" shall mean Michigan's Open Meetings Act at MCL 15.264 et. seq., 1976 Public Act 267.
- H. "Part 115" shall mean Part 115 of the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, specifically MCL 324.11571 to MCL 324.11587.
- I. "Party or Parties" shall mean, singularly or in plural the County local units of government that are members of this Agreement and are otherwise authorized to be part of this Agreement under the Act.

ARTICLE III.
TERMS AND PROVISIONS

A. Purposes. The purpose of the Agreement is to jointly exercise the rights and obligations as set forth at Part 115 with respect to the establishment of an approved "Materials Management Plan" ("MMP") and to exercise all powers allowed in the formation of a Multi-County MMP, including funding and management, and the proper development and submittal of an all-required notices and documents to EGLE with respect to the MMP Process for a Multi- County MMP. The purpose shall also include complying with the Part 115 requirements for the development, submittal, approval and subsequent administration of a fully approved Multi-County MMP.

B. Term. This Agreement shall have an Effective Date of _____ and the Agreement shall continue in perpetuity until terminated by a unanimous vote of the Parties to the Agreement at the time of termination.

C. Initial Funding. If needed, the initial Parties to this Agreement shall contribute as follows to initially fund the purpose of this Agreement as set forth herein: Grand Traverse \$10,000.00, Leelanau \$2,500.00 and Benzie \$2,500.00. The initial funding shall be held and maintained by Grand Traverse County and all disbursements of the funds shall be approved by all Parties to the Agreement.

D. Legal Entity. The initial Parties to this Agreement may, but are not obligated to, create a separate legal entity as allowed under the Act and within that separate legal entity exercise any and all rights set forth in the Act with respect to a separate legal entity. This Agreement shall be reviewed and amended as necessary to comply with the creation of a separate legal entity under the ACT.

E. Formation Process. The initial Parties to this Agreement shall, as necessary and as required by the Act or by Part 115 and the MMP process, obtain the required approvals from the legislative body (Board of Commissioners) of each Party participating in this Agreement in carrying out the purposes of this Agreement as set forth herein.

F. Representation. The legislative body (Commissioners) of each initial participating Party to this agreement formally designates the following representatives responsible to implement this Agreement subject to any and all approval processes as designated by law:

1. Benzie County Recycling and Solid Waste Director, or designee
2. Grand Traverse County Resource Recovery Director, or designee
3. Leelanau County Planning Director, or designee.

G. Meetings. The initial Parties to the Agreement shall meet as necessary, but not less than once per calendar month, to develop a schedule and an initial budget to implement the process of a Multi-County Plan that is consistent with the substantive and procedural requirements under Part 115 with respect to the MMP process for development, approval and implantation of a Multi-County MMP that meets the conditions of Part 115, including, but not limited to the following:

- 1) Timely prepare and submit an appropriate Notice of Intent as required under Part 115 no later than July 6, 2024.;
- 2) Designate the "County Approval Agency" as required under Part 115;
- 3) Establish a Designated Planning Agency as required under Part 115;
- 4) Establish a Planning Committee, the size of which shall be no greater than 13 Committee Members, and operate the Planning Committee under Part 115 and, more specifically, under MCL 324.115 72;
- 5) Apply for and obtain an available MMP Grant as a Multi-County MMP;
- 6) Prepare and submit an MMP document that is consistent with the requirement under Part 115;
- 7) Track and monitor the public comment time period and the underlying public hearing process related to the MMP;
- 8) Obtain MMP approval at the County levels of government;
- 9) Coordinate MMP distribution to all municipalities within the Multi- County MMP jurisdiction; and
- 10) Obtain EGLE approval of the Multi-County MMP.

H. MMP Goals. The goals and objectives of the Multi-County MMP under this Agreement shall be consistent with Part 115, and as specifically set forth at MCL 324.11577. (See Attachment A, Statutory Goals)

I. MMP Content and Requirements. The content of the Multi-County MMP under this Agreement shall be consistent with Part 115, and as specifically set forth at MCL 324.11578.

J. Goal Certification and Progress. Certifying the goals and objectives of the Multi-County MMP under this Agreement shall be consistent with Part 115, and as specifically set forth at MCL 324.11582. (See Attachment B, Statutory Requirements for Goal Certification and Progress).

K. Amendments. This Agreement shall only be amended in substance or to add an additional County Member as a Party upon the affirmative vote of the legislative body of each then existing Party to this Agreement.

L. Requests to Add a Party. Any authorized local unit of government/public agency that seeks to become a Party to this agreement shall submit a written request supported by a resolution of its legislative body approved at a public meeting conducted consistent with the OMA as defined herein. Any Amendment that adds a new party to this Agreement must be approved by each legislative body of the then existing Parties to this Agreement.

M. Withdrawal by Any Party. Any Party may withdraw from this Agreement upon ninety (90) days written notice to all Parties. No withdraw by a Party shall relieve such Party of any then pending obligation, grant or other agreement entered into in such Party's capacity as a Party to this Agreement.

N. Entire Agreement. This Agreement sets forth the entire Agreement between the Parties and supersedes any and all prior agreements or understandings between the Parties in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

O. Interpretation of Agreement. The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Act. All powers granted to the Parties under this Agreement and the Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

P. Severability of Provisions. If any provision of this Agreement, or its application to any Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to the other Parties is not affected but will be enforced to the extent permitted by law.

Q. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the law of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

R. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as a substantive part of this Agreement.

S. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

This Agreement is executed by the authorized representatives of the Parties indicated below:

COUNTY OF _____

By: _____

Its: _____

Dated: _____

COUNTY OF _____

By: _____

Its: _____

Dated: _____

COUNTY OF _____

By: _____

Its: _____

Dated: _____

ATTACHMENT A

STATUTORY GOALS AND OBJECTIVES PURSUANT TO MCL 324.11577

(a) To prevent adverse effects on the environment, natural resources, or the public health, safety, or welfare resulting from improper collection, processing, recovery, or disposal of managed materials, including protection of surface water and groundwater, air, and land.

(b) To ensure managed materials are sustainably managed to achieve benefits to the economy, communities, and the environment.

(c) To ensure that all managed material generated in the planning area is collected and recovered, processed, or disposed at materials management facilities that comply with state statutes and rules or managed appropriately at out-of-state facilities.

ATTACHMENT B

GOAL CERTIFICATION AND PROGRESS PURSUANT TO MCL 324.11582

(1) The CAA shall certify to the department the CAA's progress toward meeting all components of its materials management goals. The first certification shall be submitted by the first June 30 that is more than 2 years after the department's approval of the initial MMP or MMP amendment. Subsequent certifications shall be submitted by June 30 every 2 years after the first certification.

(2) If a county does not make progress toward meeting its benchmark recycling standards and ultimately the municipal solid waste recycling rate goal under section 11507,1 the county is ineligible for assistance from the recycling access and voluntary participation program under section 11550(9)2 until both of the following requirements are met:

(a) The county adopts an ordinance or other enforceable mechanism to ensure that any solid waste hauler providing curbside solid waste hauling service also offers curbside recycling service to dwellings of 4 or fewer units in the planning area.

(b) Any remaining deficiencies in a county's progress toward meeting its materials management goals are addressed.