



FOR IMMEDIATE RELEASE

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Gov. Whitmer Announces Fiscal Year 2024 Budget: Building a Brighter Future

Balanced budget calls for investments to lower costs, expand MI Kids Back on Track, grow our economy

LANSING, Mich. — Today, Governor Gretchen Whitmer released her fifth executive budget recommendation that will lower costs, grow Michigan's economy, and build a brighter future for anyone who wants to call Michigan home. The Governor and State Budget Director Christopher Harkins outlined the proposal to a joint session of the Senate and House Appropriations committees Wednesday morning.

The budget recommendation makes investments to support the success of Michigan students and teachers, improve the state's infrastructure, better the health of residents, protect natural resources, and expand opportunity for families, communities, and businesses.

"Today, I am proud to introduce my executive budget proposal to lower costs, grow our economy, and build a brighter future for anyone who wants to call Michigan home," said **Governor Whitmer**. "My budget includes investments to put money back in people's pockets, help students thrive in school, put more people on paths to higher education and good-paying jobs, rebuild our infrastructure, keep our communities safe, and improve public health. In the months ahead, I look forward to working with my partners in the legislature to deliver a balanced budget that makes a real difference in people's lives. Let's get it done."

The budget recommendation totals \$79 billion and it includes a general fund total of \$14.8 billion and a School Aid Fund total of \$19 billion. It provides a significant amount of one-time funding while maintaining a structural balance in future years and does not utilize one-time funds for ongoing purposes.

"Governor Whitmer's Executive Budget Recommendation is a proposal for making Michigan a state where everyone can succeed," said **State Budget Director Christopher Harkins**. "Through strategic investments we can leverage our state and federal resources to rejuvenate and reinvigorate our state. I look forward to working with the legislature over the next few months to ensure we enact a budget that makes Michigan stronger."

Lowering Costs

The budget recommendation includes investments to lower costs and help Michiganders fight inflation:

- Rolling back the retirement tax, saving half a million households \$1,000 a year.
- Expanding the Working Families Tax Credit (formerly known as the Earned Income Tax Credit, or EITC), providing 700,000 homes nearly \$3,200 combined tax refunds.
- Taking the first step toward providing pre-K for all of Michigan's 4-year-olds, putting children on the path to a brighter future and saving families an average of \$10,000 a year.
- Providing up to a \$3,000 refundable tax credit to child care and preschool teachers.
- Temporarily pausing the Sales and Use Tax on the purchase of an electric vehicle to save families up to \$2,400 off the first \$40,000 off the price of an electric vehicles.

"Access to quality child care is critical to workforce attraction and retention," said **Warren Call, President and CEO of Traverse Connect**. "We are thankful to Governor Whitmer for responding to potential workforce challenges with expanding access to quality pre-K and child care and look forward to working together on potential solutions."

Nationwide, an estimated 25% of diabetic patients are forced to ration insulin because of the high cost – putting their health in serious jeopardy,” said **Thomas Veverka, MD, Michigan State Medical Society President**. “By helping lower costs for Michigan’s diabetic patients, we applaud Governor Whitmer’s efforts to help improve health outcomes and potentially save lives.”

“General Motors is committed to its vision of a world with zero crashes, zero emissions and zero congestion and the key to reaching our vision is through electric vehicles,” said **General Motors**. “As we bring more affordable EVs to market, including many built here in Michigan, Governor Whitmer’s proposed plan will help to accelerate EV adoption and put more EVs on the road.”

Education – Getting Kids Back on Track

The budget recommendation continues historic public education investments. It includes the highest per-student investment in Michigan history for the fifth year in a row without raising taxes, landmark funding to help students and adults build critical reading skills, and free breakfast and lunch to all Michigan public school students. The budget includes:

K-12 Education

- \$900 million deposit into a new rainy day fund for schools – funds set aside for future budgetary needs – ensuring long-term financial stability of the state’s public education system.
- \$614 million to support school operations through a 5% increase in the base per-pupil that equates to an additional \$458 per student, for a total of \$9,608 per pupil.
- \$318 million for school safety programs, building off existing school safety grant opportunities for districts and implementing cross-sector approaches to prevent mass violence through partnerships between schools, public safety, mental health professionals, and communities.
- \$442.4 million to help students reach their full academic potential, including expansion of existing payments for literacy grants and literacy coaches.
- \$300 million for tutoring through the MI Kids Back on Track program.
- \$300 million to continue historic investments for student mental health to ensure students needs can be identified and provided with the right support.
- \$257.3 million toward the goal of offering universal preschool to all of Michigan’s 4-year-olds, putting all children on the path to a brighter future.
- \$195 million in recognition of the crucial role high-quality teachers play in the success of their students. Including continued support for the MI Future Educator Program (which provides a tuition free path for college students to become certified teachers) and funds to retain and develop existing teachers through mentorship programs.
- \$160 million to help students thrive by providing free breakfast and lunch to all of Michigan’s 1.4 million public school students.
- \$150 million to fund matching grants for school districts to modernize their bus fleet by switching over to electric vehicles.
- \$120 million investment in various educator supports, including continuation of the MI Future Educator Fellowship, student teacher stipends and professional development.
- \$94.4 million for literacy-related programs and activities in Detroit public schools.
- \$79.9 million to continue expanded support for special education students – a 12.5% increase in the current allocation.
- \$66.5 million to provide a 5% increase in funding to support academically at-risk students, English language learners, and students in rural school districts.
- \$64.7 million increase, for a total of \$812.2 million, in funding for academically at-risk, economically disadvantaged students.

- \$30 million supporting new math intervention programs.
- \$25 million for additional supports for vocational education and career and technical education equipment upgrades.
- \$4 million to establish the Nature Awaits program, providing every Michigan fourth grader with a free field trip to a state park.

"A high-quality public education can put young Michiganders on the path to long-term success," said **David Hecker, President, AFT Michigan**. "Since taking office, Governor Whitmer has delivered record investment in public education and this year is no different. Getting this bold budget across the finish line will improve every student's on-campus and in-class experience."

"Kids should be focused on learning and growing in school, and for too long, too many children in Michigan have skipped meals or gone hungry," said **Oakland Schools' Superintendent Dr. Wanda Cook-Robinson**. "Governor Whitmer's proposal to deliver free breakfast and lunch to all 1.4 million students in Michigan will save families at least \$850 a year and ensure no kid goes hungry at school."

"Every student deserves access to personalized support to help them learn and grow," said **Michigan Education Association President Paula Herbart, a longtime teacher from Macomb County**. "Gov. Whitmer's MI Kids Back on Track program will fund tutoring, after-school programs, and other forms of one-on-one learning to help kids catch up and get back on track for long-term success."

"State investments in school infrastructure are a key part of improving equity and student performance," said **Peter Spadafore, executive director of the Michigan Alliance for Student Opportunity**. "Governor Whitmer's historic investment in school infrastructure will make a difference across the state, helping to ensure all students receive the high-quality education they deserve."

"Reducing barriers to the outdoors, especially for children from low-income families, is the first step to cultivating the next generation of environmental leaders," said **Elayne Elliott, Director of the Sierra Club Michigan Chapter**. "Not only will this program laid out by the Governor ensure all children have the opportunity to experience our great Michigan outdoors, but it will also help children discover their appreciation for nature, encourage an active and healthy lifestyle, and educate future generations of 4th graders about the importance of protecting our natural resources."

Higher Education & Workforce Development

- A 4% ongoing increase for university and community college operations.
- \$200 million in Infrastructure, Technology, Equipment and Maintenance (ITEM) funding to assist community colleges and universities improve existing facilities, infrastructure, and technology.
- \$140 million to temporarily lower the eligibility age for Reconnect from 25 to 21, making a tuition-free associates degree or skills training available to more Michigan residents who were impacted by the pandemic.
- \$100 million additional investment for the ongoing costs of the Michigan Achievement Scholarship, lowering costs for college students, bringing the FY24 investment to \$350 million.
- \$75 million for the Reconnect Bachelor's Degree Pathway program to provide college affordability grants to students whose education was disrupted by the pandemic.
- \$55 million for a Student Wellness Fund to help universities and community colleges improve student wellness resources on campus.
- \$35 million of additional funding for Going Pro to further expand employer-based training grants.
- \$35 million for a Retraining and Retooling fund to support small manufacturers address their workforce needs.
- \$30 million for Student Wraparound Services and Basic Needs Supports for students at public colleges and universities and tribal colleges to improve graduation and completion rates.
- \$25 million for the College Success Fund to provide competitive grants to institutions of higher education to adopt national best practices in strategies shown to improve retention and completion rates.

- \$20 million for Talent Retention and Expansion efforts to develop customized solutions to fill talent gaps in key industries.

"In Michigan, we value families, and we're glad Gov. Whitmer is making that apparent with her budget recommendation to ensure more parents and kids have comprehensive healthcare coverage," said **Monique Stanton, President & CEO of the Michigan League for Public Policy**. "Families living in our state should have access to care no matter their immigration status—and a five-year waiting period has meant thousands of kids and pregnant people can't get the health services they need during a critical period of their lives. Removing barriers for coverage for kids and parents goes a long way in helping families start out healthy and strong, provides financial security for families and communities, and assures families they belong in Michigan."

Public Health – Strengthening Families

The budget recommendation calls for funding focused on the health of Michigan families. The budget includes a plan for Michigan to manufacture insulin to families hundreds of dollars a month, close maternal health gaps by continuing to fund the Healthy Moms, Healthy Babies program to support groups for new moms and their children, and other initiatives to close racial health disparities. The plan also expands access to family planning services, STI and cancer screenings, and basic lab services to 25,000 people, saving Michiganders an average of \$2,000 a year.

- \$210.1 million to increase wage support to direct care professionals serving in nursing homes and extended care facilities.
- \$150 million for efforts aimed at attracting and establishing a Michigan-based insulin manufacturing facility to lower the cost of insulin while creating new high-skill, high-demand jobs.
- \$129.7 million for additional Medicaid health access and equity to improve enrollee access to services.
- \$62.1 million to fund Healthy Moms, Healthy babies, a bipartisan program that supports pregnant women, new mothers, and young children.
- \$58 million to implement recommendations from the Racial Disparities Task Force, including neighborhood health grants, mobile health units, sickle cell support and more.
- \$30 million increase in support to local health departments to provide essential services.
- \$15 million to create a new foster care respite care program to provide temporary, occasional relief to foster parents.
- \$6.2 million to fund the Medicaid Plan First! program – expanding access to family planning services and cancer screening.

"Affordable access to birth control is a vital tool for health, economic opportunity and reproductive freedom," said **Kathy Bacon, Director of Contraception Choice & Access, Arnold Ventures**. "Governor Whitmer's proposal will help connect 25,000 Michiganders to the quality care they need to decide if, when and how to have a family."

Public Safety – Keeping Communities Safe

The budget recommendation includes funding to keep families safe, including nearly \$500 million that builds on the recent supplemental funding and \$1 billion in funding since Governor Whitmer took office. It includes dedicated resources for the first time ever to hire, train, and retain local cops, firefighters, and EMTs and upgrade public safety facilities and equipment. It also funds evidence-based solutions to tackle the root causes of violence, including community violence intervention programming, and delivers on commonsense gun safety legislation—universal background checks, safe storage, and extreme risk protection orders.

- \$50.4 million to leverage the State Police Training Academy to serve as a criminal justice training hub to support realistic, multi-disciplinary training opportunities for law enforcement agencies across the state.
- \$36.6 million in new statutory revenue sharing (2% ongoing and 5% one-time) dedicated specifically for public safety, including employee recruitment, retention, training, and equipment for first responders.
- \$18.2 million to provide in-service training to licensed law enforcement officers.

- \$11.5 million for the Selfridge Air National Guard Base to improve and maintain infrastructure at the base to continue to position Michigan to compete for next generation aircraft and future fighter missions.
- \$10.8 million to establish the Office of Community Violence Intervention Services to partner with community-based organizations already working to reduce violent incidents.
- \$10.4 million to improve safety and accountability in correctional facilities, including \$7.1 million to outfit corrections officers with body cameras.
- \$9 million to run a Michigan State Police Trooper Recruit School, graduating an anticipated 50 new recruits.
- \$5 million to enact various recommendations from the Task Force on Juvenile Justice Reform, including creating a Juvenile Justice Services Division within the State Court Administrative Office and expanding the scope of the Office of the Children's Advocate.
- \$5 million to expand the Jobs Court, a program that aims to reduce recidivism by providing jobs and services to disadvantaged offenders.
- \$1.9 million to implement gun violence prevention policies.
- \$72 million increase over current year funding, for a total of \$220.9 million, for Michigan Indigent Defense Commission grants to local judicial systems across the state.

"The judiciary is grateful to the Governor for this substantial down payment toward achieving critically important goals of the Task Force on Juvenile Justice Reform," said **Chief Justice Elizabeth Clement**. "The creation of a coordinating function in the State Court Administrative Office that will help courts and other justice system partners get on the same page with the latest policy, state-of-the-art data collection, and accountability tools is crucial. By filling this coordination gap, stakeholders systemwide can be more effective in working together to help kids at risk get the services they need."

"Budgets are about priorities. We are thankful that the Governor's budget proposal makes clear that safer communities and better policing are priorities" said **Rob Figurski, President, Michigan Association of Police Organizations**. "Law enforcement needs resources not rhetoric."

"The Open MI Door campaign is pleased to know the Governor is taking steps to ensure greater transparency within our corrections system," said **Lois Pullano, Executive Director of Open MI Doors Campaign**. "Body cams are high on the list of what is necessary inside to prevent further deaths and harm. This will create a safer environment and reduce trauma for all those who are working and living inside. Ohio has implemented them and data shows it has been impactful."

Rebuilding Infrastructure

The budget recommendation calls for investments in infrastructure to remove and replace lead service lines, improve our roads and bridges, and put Michigan in the lead on future mobility and electrification with a focus on developing our charging infrastructure and electrifying state fleets, including:

Roads, Bridges, Transit, Electrification

- \$350 million in a reserve designed to allow the State to leverage infrastructure dollars.
- \$200 million investment supporting Michigan's Bridge Bundling program to replace or rehabilitate structurally deficient bridges across the state.
- \$160 million for Intermodal Capital Investment Grants to support investments in rail, marine, intercity, and local transit infrastructure that have the potential to leverage federal funding opportunities.
- \$65 million to expand electric vehicle charging infrastructure networks and access.
- \$41.2 million for the Information Technology and Investment Fund for modernization of legacy IT systems supporting local income tax collections for those communities that elect to participate, environmental permitting and inspection, groundwater protection, occupational safety and health, and talent recruitment and retention.
- \$45 million for the Michigan Clean Fleet Initiative to support local governments and businesses transitioning their vehicle fleet to electric vehicles and clean fuels.

- \$10 million to begin the transition the of State of Michigan's fleet to electric vehicles.
- \$6.6 million to improve permitting processes and reduce permit issuance wait times.

"Governor Whitmer's plan for significant investments in electric vehicle fleet conversions and charging will continue to position Michigan as a leader in the advanced mobility industry," said **Dr. Laura Sherman, President of the Michigan Energy Innovation Business Council**. "Investments in EV infrastructure, especially for public charging, public transit, and home charger and panel upgrades, will benefit communities across the state. The advanced energy industry looks forward to working with the Governor to put these investments into action to support more well-paying jobs and expanded access to clean transportation."

"Governor Whitmer continues to be committed to retaining and growing our automotive industry and ensuring Michigan leads in the mobility transformation," said **Glenn Stevens, Executive Director of MichAuto**. "From the EV supply chain to the infrastructure that is required, Michigan must demonstrate our leadership role. The administration is focused on actions to ensure Michigan has the required talent, policies, and infrastructure in place for the electrification of our industry. The initiatives and funding proposed in the budget are another enabling step forward to make that happen."

Housing

- \$212 million for residential energy efficiency improvements through federal funds via point-of-sale rebates for home appliances, water heaters and more.
- \$100 million for the Community Downtown Economic Development Program to provide competitive grants for community development and placemaking efforts in downtowns.
- \$50 million in funding for Revitalization and Placemaking Program grants used to rehabilitate vacant, underutilized, blighted and historic structures and develop place-based infrastructure to revitalize communities.
- \$50 million for the Housing and Community Development Program to alleviate affordable housing needs across the state and revitalization downtown areas in Michigan.
- \$15 million to address workforce housing needs in the food and agriculture industry by providing grants to improve living conditions and housing options for migratory agriculture workers.
- \$10 million to acquire, renovate and resell State Land Bank properties to expand attainable housing options while emphasizing use of skilled trades apprentices.

Water, Parks, Agriculture, Environment

- \$226 million to remove and replace 40,000 lead service lines across the state over 10 years.
- \$122.5 million to ensure the quality and safety of Michigan drinking water. Funding will support water filter distribution as well as faucet and plumbing replacement in communities with lead contamination in water.
- \$100 million to establish an environmental justice contaminated site clean-up fund to remediate and redevelop contaminated sites in historically disadvantaged and underrepresented communities.
- \$5.2 million for orphan oil and gas well remediation to continue efforts to seal and remediate abandoned oil and gas wells, and adjacent areas, throughout the state.
- \$10 million in funding for MI Climate Smart Farming to assist farmers who choose to implement regenerative agriculture practices, to benefit the environment.
- \$7.8 million in state parks operations funding to provide additional park rangers and provide essential resources to state parks.
- \$5 million for Michigan Saves to incentivize private investment in clean energy improvements for Michigan residents and businesses.

"In Michigan, our water is part of who we are, and that means we must ensure all communities, regardless of zip code, have safe, clean and affordable drinking water," said **Lisa Wozniak, Executive Director of the Michigan League of Conservation Voters**. "We have an opportunity to protect our health now and into the future by replacing lead pipes, investing in our

groundwater and making sure water is affordable for communities across Michigan. We appreciate Governor Whitmer's leadership and continued commitment on investing in our water from source-to-tap."

"The Michigan Chamber believes strongly in a diversified approach to the state's energy generation portfolio to ensure competitive rates for energy customers—families, communities and businesses alike. As we continue to achieve lower emissions in our energy sector, renewable energy technologies are critical components of our sustainable energy future," said **Mike Alaimo, Director of Environmental and Energy Affairs at the Michigan Chamber of Commerce**. "This program and investment is an important step to overcoming the siting barriers that stand in the way of greater deployment, and will rightly support communities that want to help Michigan move into a clean energy future."

"The delivery of safe and clean water is the top priority of every municipal water system in Michigan," said **Dan Gilmartin, Executive Director and CEO of the Michigan Municipal League**. "This budget continues to invest in the need to remove lead service lines from our water systems. Combined with recent investments by federal, state, and local leaders, we are making a long-term commitment to improve our infrastructure and build resilient and adaptable systems."

Economic Development

The budget recommendation calls for funding centered on economic development, including:

- \$500 million annual deposit in the State's bipartisan Strategic Outreach and Attraction Reserve (SOAR) Fund.
- \$200 million over 10 years for the Onshoring Clean Energy Supply Chain Tax Credit, designed to encourage businesses to invest in clean manufacturing and industrial decarbonization projects.
- \$200 million for the Michigan Regional Empowerment Program to support the growth, development, diversification, and resiliency of regional economies through a competitive grant process.
- \$135 million for the Michigan Main Street Initiative to provide supports to start, grow, and expand small and micro businesses.
- \$15 million in federal funding to supplement the \$15 million ongoing funding for Pure Michigan to continue promoting the state as a great place to live, work, and play.
- \$10 million to support outdoor recreation businesses, including outdoor retailers, supply base companies, and outdoor recreation service providers.
- \$10 million to promote Michigan as a destination for special events and national conventions
- \$5 million for the Michigan Defense Center to protect and grow the defense and homeland security industry in Michigan.
- \$2 million for the Arsenal of Innovation Fund to expand research and development around mobility in the defense industry and support innovation of new technologies.

The budget recommendation also proposes a \$200 million deposit to the Budget Stabilization Fund, which would bring the rainy day fund balance to nearly \$2 billion by the end of Fiscal Year 24, an all-time high.

Additionally, \$88.9 million is included to provide a 5% increase in both ongoing and one-time statutory revenue sharing to help counties, cities, villages, and townships; and new dedicated statutory revenue sharing funds, 2% ongoing and 5% one-time, for public safety initiatives; plus, an additional \$61.9 million over current year funding in constitutional revenue sharing payments.

Copies and more details of the governor's recommended budget are available at www.michigan.gov/budget. Join the conversation on Twitter at #mibudget.



Daily Mining Gazette

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Letter to the editor:

Charter Township of Portage Trustee Bill Fink misspoke at the December 13, 2022 meeting of the Houghton County Board of Commissioners, attributing his personal opinion on the new jail to the entire Portage Township board, saying the board "supports and wants the Justice Center to happen," when the board hasn't expressly discussed the topic. The board currently supports the 425 property transfer process to build the new **justice center** is waiting to see what the voters decide.

Supervisor

Clerk

CC: Houghton County Court House
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INDUSTRIAL WASTE SERVICES & DISPOSAL AGREEMENT

COMPANY: K & W Landfill, Inc.
A WASTE MANAGEMENT COMPANY

CUSTOMER: Houghton County

Name: Peggy Slind
Title: Account Manager Date

Name: Eric Forsberg
Title: Controller Date

Effective Date of Agreement: April 1, 2020

Initial Term: 36 months

This Industrial Waste & Disposal Services Agreement, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company will provide Customer with collection, management, transportation, disposal, treatment, and recycling services ("Services") for Customer's non-hazardous solid waste, special waste, and/or hazardous waste (collectively "Industrial Waste") as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets. Solid Waste means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. Special Waste includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/decharacterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, provincial or local laws or regulations. Hazardous Waste means any toxic or radioactive substances, as such terms are defined by applicable federal, state, provincial or local laws or regulations. All Industrial Waste that is generated, handled and/or collected by Customer shall be managed exclusively by Company during the term of this Agreement. When Company handles special or hazardous waste for Customer, Customer will provide Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all special or hazardous waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by Company, Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations. Tender of delivery shall be considered nonconforming if not in accordance with this Paragraph.

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all waste material delivered by Customer to Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. "Nonconforming Waste" means: (a) non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (b) waste that is not in conformance with the description of the waste in Exhibit A, the Confirmation Letter(s) or the Profile Sheet incorporated herein; (c) waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the Profile Sheet or Confirmation Letter; or (d) waste that is prohibited from being received, managed or disposed of at the designated disposal facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition. Customer (including its subcontractors) represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste.

3. TERM OF AGREEMENT; RIGHT OF FIRST REFUSAL. The Initial Term of this Agreement shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Service provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Service is completed. Customer grants to Company a right of first refusal to match any offer which Customer receives or intends to make after the completion of any Term of this Agreement relating to any services provided hereunder and further agrees to give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial

Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. The rates may be adjusted by Company to account for: any increase in or to recoup all or any portion of, disposal, transportation, fuel or environmental compliance fees or costs; any change in the composition of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. All rate adjustments as provided above and in Paragraph 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within 30 days of receipt of each invoice from Company. Customer shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the

affected party shall be excused from performance during the occurrence of such events.

11. ASSIGNMENT. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

12. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties relating to the management of waste and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement between the parties shall govern over any inconsistent terms herein.

13. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of any Initial or Renewal Term for any reason other than as provided herein, or in the event Company terminates this Agreement for Customer's Default, liquidated damages in addition to the Company's legal fees shall be paid and calculated as follows: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at common law.

14. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

Agreed & Accepted

COMPANY K & W LANDFILL, INC.

Signed: _____

CUSTOMER HOUGHTON COUNTY

Signed:  _____

Houghton County
401 East Houghton Avenue
Houghton, MI 49931
Exhibit A – Addendum to Industrial
Waste & Disposal Services Agreement

1. Rates

Municipal Solid Waste Disposal
K & W Landfill \$45.15 per ton

2. Other Charges

- a. Minimum Disposal Tonnage. All deliveries shall be subject to a three-ton minimum charge.
- b. Taxes and Fees. The above disposal rate does not include federal, state, county, city or local taxes and fees. Taxes and fees shall also be charged as applicable.
- c. Fuel and Environmental Surcharge. The rates are subject to the Company's disposal fuel surcharge and an environmental surcharge. The environmental surcharge is applied on a per load basis. The environmental surcharge is \$13.00 per load. The disposal fuel surcharge is applied to the disposal charges and the environmental charge. The disposal fuel surcharge can change weekly based on fuel prices, see www.wm.com for the current rate.
- d. Host Fee Increases. The above rates shall be increased in the event host fees paid to the community where the applicable disposal facility is located increase.
- e. Rate Increases. The disposal rate shall be increased each year on the anniversary of the date of this Agreement by the 12-month rolling average percentage change in the Water, Sewer, Trash Collection Consumer Price Index (WST CPI) with a minimum increase of 3%.
- f. Dig Out Charges. Customer will be responsible for the Company's standard charge of \$50.00 for assisting in offloading all Solid Waste delivered for disposal. The Company shall not be responsible for any damage to Customer's vehicles or equipment resulting from the Company providing such services.

3. Sale of Assets, Assignment and Assumption

- a. Right of First Refusal. Customer agrees not to sell or otherwise transfer any or all of its hauling operations to a third party unless it first provides the Company with the opportunity to match any written offer to purchase received by Customer. Customer will provide a copy of any such written offer to the Company and the Company will have 30 days to notify Customer that it will purchase the operations subject to such offer upon the terms of such written offer.
- b. Sale or Transfer. In the event the Company does not exercise its right of first refusal, the Customer will not sell or otherwise transfer any or all of its hauling operations unless the purchaser specifically agrees to honor Customer's obligation to deliver Solid Waste to the appropriate Company facility under the terms of this Agreement and obtain written confirmation thereof in a form reasonably satisfactory to the Company.
- c. Assignment. Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

The work contemplated by this Exhibit A is to be done in accordance with the terms and conditions of the Industrial Waste & Disposal Services Agreement between the parties dated April 1, 2020.

COMPANY:
K & W Landfill, Inc.

CUSTOMER:
Houghton County

By: _____

By:  _____

Name: Peggy Slind

Name: Eric Forsberg

Title: Account Manager

Title: Controller

Date: _____

Date: 1-31-2020



COPPER COUNTRY MENTAL HEALTH SERVICES

SERVING BARAGA, HOUGHTON, KEWEENAW & ONTONAGON COUNTIES

January 20, 2023

Ms. Jennifer Kelly
Houghton County Clerk
Houghton County Courthouse
401 E. Houghton Avenue
Houghton, MI 49931

RE: Copper Country Mental Health Board Member Re-Appointment

Dear Ms. Kelly,

The term for **Kathleen Johnson**, as a member of the Copper Country Mental Health Services Board of Directors, expires on March 31, 2023. Dr. Johnson has provided years of valuable service as a board member for our agency and is willing to continue serving.

Copper Country Mental Health Services is requesting that the Houghton County Commissioners re-appoint Kathleen Johnson for a three-year term beginning April 1, 2023 and ending March 31, 2026.

Please feel free to contact me if you have any questions or need any further information. Thank you for your assistance in this process.

Sincerely,

Mike Bach
Executive Director

Baraga County

BARAGA CO. CENTER
15644 Skanee Road
L'Anse, MI 49946
(906) 524-5885
Fax: (906) 524-5866

Houghton County

RICE MEMORIAL CENTER
901 West Memorial Drive
Houghton, MI 49931
(906) 482-9400
Fax: (906)-482-9794

Keweenaw County

CALUMET (CLK) CENTER
56938 Calumet Avenue
Calumet, MI 49913
(906) 337-5810
Fax: (906) 337-2108

Ontonagon County

ONTONAGON CO. CENTER
515 Quartz Street
Ontonagon, MI 49953
(906) 884-4804
Fax: (906) 884-4856

Training & Prevention

THE INSTITUTE
900 West Sharon Avenue
Houghton, MI 49931
(906) 482-4880
Fax: (906) 482-7657

**Resolution to Honor the Michigan Association of Counties
on its 125th Anniversary**

HOUGHTON COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 23-02

HONORING the Michigan Association of Counties

WHEREAS, Michigan's 83 county governments play a central role in the proper delivery of, and oversight for, critical public services for the state's approximately 10 million residents; and

WHEREAS, Michigan county governments are led by Boards of Commissioners, who are elected from their communities; and

WHEREAS, the State Association of Supervisors of Michigan was formed by representatives of 16 counties on Feb. 1, 1898, in the Senate chamber of the Michigan State Capitol in Lansing; and

WHEREAS, the association's name was changed to the Michigan Association of Counties on July 17, 1969; and

WHEREAS, the Michigan Association of Counties is the oldest association representing local governments in Michigan; and

WHEREAS, 48 of Michigan's 83 counties have had at least one of their commissioners (or supervisors prior to 1968) serve as president of the association's Board of Directors; and

WHEREAS, the association created the Michigan Counties Workers' Compensation Fund in 1979 to help county members provide workplace safety and injury insurance services to its employees; and

WHEREAS, the association created the Michigan Association of Counties Service Corporation in 1986 to partner with service providers to help counties save money on everything from health insurance to telecommunications services; and

WHEREAS, the association hosts two major conferences every year to bring together county leaders for briefings on trending public policy issues and to hear from state newsmakers and others; and

WHEREAS, the association's advocacy work in Lansing and beyond has advanced the interests of county governments and the residents they serve; and

WHEREAS, no fewer than five association presidents have served or are serving in the Michigan Legislature in the 21st century, a testament to the culture of public service inculcated by the association

THEREFORE, BE IT RESOLVED that HOUGHTON COUNTY wishes to commend and honor the Michigan Association of Counties on its 125th Anniversary year.

Adopted this 14th day of February, 2023.

Motion Moved By:

Motion Supported By:

Roll Call Vote: Yes:

No:

Motion Carried:

RESOLUTION DECLARED ADOPTED.

Tom Tikkanen, Chairman
Houghton County Board of Commissioners

Date

STATE OF MICHIGAN)
) ss.
COUNTY OF HOUGHTON)

I hereby certify that the foregoing is true and complete copy of a Resolution adopted by the County of Houghton, Michigan at a meeting of its Board of Commissioners on the 14th day of February, 2023 the original of which Resolution is on file in my office. I further certify that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public acts of 1976.

IN WITNESS WHEREOF, I have hereinto affixed my official signature this 14th day of February, 2023.

Jennifer Kelly
Houghton County Clerk/Register of Deeds
County of Houghton

ACH and Electronic Transactions Policy

As required by the Public Act 738 of 2002, the following policy shall govern the use of electronic transactions and ACH arrangements.

Authority to Enter into ACH Arrangements and Electronic Transfers of Public Funds

- The County Treasurer may enter into an ACH arrangement as provided by PA 738 of 2002, effective _____. Houghton County Board of Commissioners shall have adopted a resolution to authorize electronic transactions and have received a copy of the ACH policy. Applicable definitions in the act shall appl.
- An ACH arrangement under PA 738 of 2002 is subject to the Revised Municipal Finance Act, PA 34 of 2001, MCL 141.2102 to 141.2821, or to provisions of law or charter concerning the issuance of debt by a local unit.
- This policy does not affect the validity of an AC arrangement entered into by the County of Houghton before the effective date of PA 738 of 2002.

Responsibility for ACH Arrangements

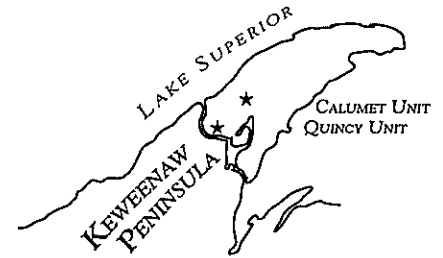
- The Houghton County treasurer shall be responsible for all ACH arrangements and generally overseeing compliance with the ACH policy.
- The County Administrator, or their designee, shall be responsible for payment approval, accounting, and reporting of invoices for payment by an ACH transaction.
- The Controller's Department shall submit to the Board of Commissioners documentation detailing goods or services purchased, the cost of the goods or services, and the date of payment. This report may be contained in the general ledger software system or in a separate report to the Board of Commissioners.

Internal Accounting Controls to Monitor the Use of ACH Transactions Made by Houghton County

- The Houghton County Treasurer, or their designee, shall be responsible for the establishment of all ACH arrangements.
- An ACH enrollment form shall be on file with the County treasurer, or their designee, for all vendors who have been authorized to receive payment by an ACH transaction and for which the payment request originates.
- The County Treasurer, or their designee, shall prepare a list of all vendors authorized to receive payment by an ACH transaction and provide this list to the Controller's department. This list may be modified at any time by mutual consent of the County Treasurer and the County Administrator.
- Upon receipt of an invoice for payment by ACH, the Controller's Department shall verify approval for payment as prescribed in the County's Purchasing Policy, and notify the County Treasurer, or their designee, of the date debited to the County accounts. These payments shall be included on the report of payments presented by the Controller's Department to the Board of Commissioners for their approval. (Post-approval (included



KEWEEENAW
NATIONAL
HISTORICAL
P · A · R · K
ADVISORY COMMISSION



P.O. Box 471 • 25970 Red Jacket Road • Calumet, MI 49913-0471

February 7, 2023

Tom Tikkanen, Chairman
Elizabeth Bjorn, Administrator
Houghton County Board of Commissioners
401 E. Houghton Ave.
Houghton, MI 49931

Dear Mr. Tikkanen,

Please be advised that the Houghton County Board's appointment to the Keweenaw National Historical Park Advisory commission will expire on April 25, 2023. Ms. Karin Cooper, the current appointee, has indicated that she would like to be reappointed for another three-year term. If the county board wishes to have Ms. Cooper remain on the Advisory Commissions, then I will need a letter from the board confirming your desire to re-nominate Ms. Cooper. Alternatively, if the board would like to nominate other individuals, then I will need a list of three or more nominees for consideration by the Secretary of the Interior. The nominees be current county commissioners, but you may also nominate any individual whom you deem qualified to serve. I have enclosed a position description as a reference.

The appointment [process may take some time. Per our enabling legislation, Ms. Cooper is welcome to continue to serve until she is reappointed for replaced. The Advisory commission and I hope that the Secretary will be able to process the appointment in a timely manner.

Your assistance in this matter is very much appreciated, and I look forward to receiving a reply within the next thirty days. Should you or the members of the County Board, a member of which also sits on the Commission (Glenn Anderson representing the State of Michigan), have any questions regarding this matter, please feel free to contact me at 906-483-3040.

Sincerely,

Sean M Gohman, PhD
Executive Director,
Keweenaw National Historical Park Advisory Commission

Keweenaw National Historical Park Advisory Commission

Seven volunteer commissioners, appointed by the Secretary of the Interior, to advise and assist the National Park Service in the operation of Keweenaw National Historical Park.

Commissioners serve three-year terms and can be reappointed three times. Also, once their terms expire, they can serve until they're reappointed or replaced.

Process

- The Advisory Commission sends an official letter to the County Board requesting that the board re-nominate the current appointee, Karin Cooper, or forward three or more nominees to the Executive Director (Sean Gohman) in the next 30 days – we'll need the nominee's full name, current address, date of birth, and a resume.
- The nominees are then reviewed by the NPS Office of Policy in Washington and packaged for forwarding.
- The nominations are then vetted by the White House, including a light background check.
- The Secretary of Interior then selects one of the nominees and appoints them to the Commission.
- Once appointed, a Commissioner is considered a SGE – special government employee - and will need to complete ethics training and submit a Confidential Financial Disclosure Report outlining their personal investments.

Qualifications

- Officially, there are none! Professional experience in historical, architectural, building, museum, or educational fields is preferred, but not required. The Village is free to nominate any individual whom you think can speak to the opportunities and challenges present in the Village, and who can represent the national park to the wider Keweenaw community. They do not need to live in the Township, merely represent its interests on the Commission.
- Ideally, the Commission would like to have engaged, active Commissioners who believe in the preservation and interpretation of the story of copper.

Responsibilities

- At a high-level, we have quarterly public meetings, committee meetings, and other ad-hoc meetings as required.
- Commissioners are also asked to advise on Park planning.
- Commissioners also serve as board members of Copper Country Preservation, Inc., which serves as a fundraising and grant-holding non-profit furthering the mission of the National Park and Commission.



RECYCLING MICROS GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND HOUGHTON COUNTY SOLID WASTE COMMITTEE

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Materials Management Division** ("State"), and **Houghton County Solid Waste Committee**("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0087 of 2021**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

| | |
|---------------------------------------|---|
| Project Name: FY22 Market Development | Project #: MICROS-R3-08 |
| Amount of grant: \$10,000.00 | % of grant state 100 / % of grant federal 0 |
| Amount of match: \$0.00 = 0% | PROJECT TOTAL: \$10,000.00 (grant plus match) |
| Start Date (executed by EGLE): _____ | End Date: 9/1/2023 |

GRANTEE CONTACT INFORMATION:

Name/Title: Elizabeth Bjorn/Administrator
Organization: Houghton County
Address: 401 E. Houghton Ave
City, State, ZIP: Houghton, MI 49931
Phone Number: 906-369-0022
E-Mail Address: controller@houghtoncounty.net
Federal ID Number (Required for Federal Funding): 38-6004855
Grantee DUNS/UEI Number (Required for Federal Funding): U3QMHUDDLK79
SIGMA Vendor Number: CV0048006

STATE'S CONTACT INFORMATION:

Name/Title: Daniel Zbozien / Environmental Analyst
Division/Bureau/Office: Materials Management Division
Address: P.O. Box 30477
City, State, ZIP: Lansing, Michigan 48909-7977
Phone Number: 517-290-5722
E-Mail Address: ZbozienD@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Elizabeth Bjorn/Administrator

Signature Name/Title Date

FOR THE STATE:

Elizabeth M. Browne, Director, Materials Management

Signature Name/Title *ELB* 01/17/2023 Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

| Reporting Period | Due Date |
|-------------------------|--------------------|
| January 1 – March 31 | April 30 |
| April 1 – June 30 | July 31 |
| July 1 – September 30 | Before October 15* |
| October 1 – December 31 | January 31 |

*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee.

If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) All products shall acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program, EGLE, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANTEE: Houghton County

SIGMA VSS: CV0048006

ACCOUNTING DETAIL: FY22 Renew Michigan

1. Statement of Purpose

The Michigan Department of Environment, Great Lakes, and Energy protects Michigan's environment and public health by managing air, water, land, and energy resources, and is focused on addressing climate change, diversity, equity, and inclusion. The Recycling Program provides matching grants to support efforts to increase the statewide recycling rate and grow recycling markets and recycling supply chains. The EGLE Sustainability Section, on behalf of the Grantor, will serve as the grantee's primary contact and will negotiate all conditions of this grant.

1.1. Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

Houghton County recently decided to try single-stream recycling. We want to ensure that this experiment is successful. This grant proposal is to increase county resident's awareness of the experiment through signage and educational materials. We plan to clean the stream by the introduction of a separate bin for that contaminate: plastic film.

- A. Research by the MTU's SDH over the last two years has shown that plastic film can be effectively recycled directly to TREX. We are partnering with the SDH, who will add the Transfer Station as one of their collection sites for direct recycling.
- B. Houghton County will develop a brochure about recycling opportunities within thier region for single-stream, household items, and E-waste; and mail it directly to county residents.

1.2. Detailed Budget

- A. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.
- B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
- C. The indirect cost rate applicable for this grant award is 0%.

Changes in the Budget of less than 5% of the total line-item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Changes in the Budget equal to or greater than 5% of the total line-item amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3. Payment Schedule

Progress payments of up to 85% of the Total Authorized Budget may be made upon a request by the Grantee and approval by the Grant Administrator. The Grantee's request must include grant funds received to date, project expenditures to date (supported with invoices, receipts, proof of payment, payroll statements, etc.), and objectives completed to date. Additionally, throughout the entire Grant Term, the Grantee must maintain backup documentation such as computer printouts

of accounts, ledger sheets, check copies, etc. for audit purposes. Payment of the Total Authorized Budget (the "Final Payment") shall be made after (1) Grantee's completion of the project and (2) the Grant Administrator has reviewed and approved the Grantee's final project report which must include expenditures of grant funds reported by line item and compared to the approved Budget. The Grantee must submit their final invoice for the Final Payment within 30 days of the of the Grant Term expiration.

1.4. Monitoring and Reporting Program Performance

- A.** Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B.** Performance Reports. The Grantee shall submit to the Grant Administrator **quarterly** performance reports that briefly present the following information:
 - 1.** Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
 - 2.** Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
 - 3.** Statement concerning any significant deviation from previously agreed-upon Statement of Work.
 - 4.** A Final Report is required. The final report will include the following information:
 - a.** A summary of the project implementation plan and any deviations from the original project as proposed.
 - b.** Accomplishments and problems experienced while carrying out the project activities.
 - c.** Coordinated efforts with other organizations to complete the project.
 - d.** Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - e.** Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
 - f.** Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

2. General Provisions

2.1. Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.2. Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.3. Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Additional exceptions must be approved in writing by the Grant Administrator.

2.4. Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.5. Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3. Materials and Information

3.1. Intellectual Property

Ownership by Grantee

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.2. Media Releases and Publications

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State. An acknowledgment of EGLE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Michigan Department of Environment, Great Lakes and Energy."

3.3. Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4. Other Provisions

4.1. Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are

exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

4.2. General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

4.3. Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

4.4. Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.5. Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6. Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal

proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

4.7. Recapture

The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- A. it fails to comply with the Statement of Work specifically described in Attachment A of this Agreement;
- B. it sells, exchanges, or disposes of any equipment described in Attachment B of this Agreement without the Grantor's written approval; or
- C. the State of Michigan determines that there has been a default under the Agreement and seeks reimbursement from the Grantor.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

The Grantee's obligation under this Section shall survive the term of this Agreement.

5. Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1. Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2. Grant of Security Interest

The Grantee hereby grants to the Grantor, for the benefit of the Grantor, a security interest in and continuing Lien on all of Grantee's right, title and interest in, to and under all personal property, equipment, and assets listed in Attachment B if applicable.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

REMAINDER OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK

ATTACHMENT A BUDGET PROPOSAL

FY22 Recycling MICROS Program Houghton County MICROS-R3-08

Houghton County is an important spoke of the Marquette Recycling Hub. To strengthen the MI recycling program in the UP, we need to clean our waste-stream and increase its size. Houghton County recently decided to try single-stream recycling. We want to ensure that this experiment is successful. This grant proposal is to increase county resident's awareness of the experiment through signage and educational materials. We plan to clean the stream by the introduction of a separate bin for that contaminate: plastic film. Research by the MTU's SDH over the last two years has shown that plastic film can be effectively recycled directly to TREX. We are partnering with the SDH, who will add the Transfer Station as one of their collection sites for direct recycling. We will develop a brochure about recycling opportunities within our region for single-stream, household items, and E-waste; and mail it directly to county residents. Our survey shows that residents want to recycle, so increased information about options should increase recycling. Improved signage is critical to increase awareness of the Transfer Station's added service as a convenient, one-stop waste AND recycling center for county residents. Signage will improve traffic flow and service. Could increasing the scope of items recycled and convenience of a one-stop location and educating our county residents increase the number of customers, clean the stream, and save the county money? It is our hypothesis/hope that it will.

Statement of Need

Over the years, our community has evolved in its thoughts on area wide recycling and sustainability. Our most recent data comes from a 2015 recycling and waste management study through MTU and shows that recycling rates in Houghton and Hancock are about (5%) of the waste stream which was below the state of Michigan's average at (15%) and even more below the US national average (34%). The 2020 Recycling Survey conducted by the Copper Country Recycling Initiative (CCRI) with assistance from Dr. Wellstead, MTU Professor of Public Policy, indicated that 70.5% of Houghton County residents, excluding the cities of Hancock and Houghton, wanted more recycling opportunities. (Hancock and Houghton residents were excluded as they already have access to single-stream curbside recycling from Waste Management.) The County Transfer Station, built in 2011, had no plans for recycling. Now it is seen as an appropriate space to have a recycling hub. By increasing signage and public educational materials about the new service at the Transfer Station and other regional recycling opportunities, all county residents will have increased awareness of their options and greater access to recycling opportunities. We know from our research that when recycling is easy and convenient, people recycle.

Project Impact

We fully expect that knowledge of recycling opportunities, education about how to appropriately recycle, incorporating a bin to collect a recycling contaminate (plastic film), and adding signage at the Transfer Station, will increase our county residents' recycling and decrease the amount of solid waste entering our landfill. This will move us closer to Michigan's 45% recycling goal. It will also help us gather data about waste collection, including our close and most distant residents and our particular community recycling needs. Our vision is that we will continue to plan and expand to make recycling easy for all residents and keep as much waste from the landfill as we are able to handle and manage. But more than that, we hope that recycling and sustainability become a valued mindset within our community. Each opportunity that is provided to residents creates a pathway to protect and care for the environment which reinforces the importance of

managing waste. It underscores individual responsibility to be good stewards of our resources. These dynamics are so important in developing a sustainable community.

Impact Metrics

We want to decrease landfill waste through a clean stream of increased recycling. We will measure the success of the increased signage and educational mailings by monitoring the tonnage of waste and recyclables being transported; amount of plastic film contaminants; and the comparison of landfill costs to recycling costs.

Impact Area: What County or Counties will your project impact?

Houghton County

Rural

The impact of this grant will be felt by the entire Houghton County, and possibly southern Keweenaw County. The residents have expressed their strong interest in more recycling opportunities. Communication will be clear that a convenient one-stop location is available to them. In addition, the examples of direct mail contact, incorporating student innovation and energy, eliminating plastic film, and providing a one-stop location may assist other rural communities in increasing number of participants, cleaning the stream, and diverting material from the landfill.

Project Team / Partners

1. Partner Organization

Copper Country Recycling Initiative - Carol Ekstrom cekstrom3@gmail.com

2. Partner Organization

Sustainability Demonstration House - Abbey Herndon Alherndo@mtu.edu

The CCRI and SDH have developed a strong supportive relationship over the last 5 years with Waste Reduction Drives (2), Public Education Zoom webinars (4), and public education material development and distribution. This partnership has elevated residents' knowledge of resources, expanded an environmentally friendly mindset, and increased opportunities for recycling in our area. We know this to be true because attendance and participation at our events and activities has increased over the years. Likewise, CCRI has been working with the Houghton County Solid Waste Committee since 2015. Through this relationship, a single-stream recycling program has been developed and incorporated. All three groups currently attend each other's monthly meetings to provide a voice, and contribute to the overall goal of caring for our environment (and managing waste). These partnerships have become a valuable resource for recycling and sustainability efforts within our community.

Budget & Financial Viability

Total Funding Request

\$10,000

Funding Categories

Equipment / Materials

Equipment / Materials Amount

\$10,000

Equipment / Materials Description

Signage \$1,600: Transfer Station: (5 info signs, 4 directional signs, (ciPrinting) \$600

M26: MDOT recommended we apply for approval of official sign on M26. If not granted, funds will be used for intensive yard-sign campaign at revolving locations in county \$1,000 Mailing

\$8400,Every Door Direct Informational Mailing (2-sided)

**ATTACHMENT B
BUDGET PROPOSAL**

FY22 Recycling MICROS Program
Houghton County
MICROS-R3-08

| Budget Line Item | State | Grantee | Total |
|-------------------------|------------------------|----------------|--------------------|
| | \$ expended by EGLE | | Project totals |
| Personnel & Fringe | | | |
| Contractual | | | |
| Supplies & Materials | \$10,000.00 | | \$10,000.00 |
| Equipment | | | |
| Other Direct Costs | | | |
| Travel | | | |
| Indirect @ 0% | | | |
| Total | \$10,000.00 | | \$10,000.00 |

ATTACHMENT C STATE TRAVEL RATES

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,
VEHICLE AND TRAVEL SERVICES
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2022

MICHIGAN SELECT CITIES*

| | Individual | Group Meeting (pre-arranged and approved) |
|-----------|------------|--|
| Lodging** | \$85.00 | |
| Breakfast | \$11.75 | \$14.75 |
| Lunch | \$11.75 | \$14.75 |
| Dinner | \$28.00 | \$31.00 |

MICHIGAN IN-STATE ALL OTHER

| | Individual | Group Meeting (pre-arranged and approved) |
|-----------------------|----------------|--|
| Lodging** | \$85.00 | |
| Breakfast | \$9.75 | \$12.75 |
| Lunch | \$9.75 | \$12.75 |
| Dinner | \$22.00 | \$25.00 |
| | | |
| Lodging | \$51.00 | |
| Breakfast | \$9.75 | |
| Lunch | \$9.75 | |
| Dinner | \$22.00 | |
| Per Diem Total | \$92.50 | |

OUT-OF-STATE SELECT CITIES*

| | Individual | Group Meeting (pre-arranged and approved) |
|-----------|-----------------------|--|
| Lodging** | Contact Conlin Travel | |
| Breakfast | \$15.00 | \$18.00 |
| Lunch | \$15.00 | \$18.00 |
| Dinner | \$29.00 | \$32.00 |

OUT-OF-STATE ALL OTHER

| | Individual | Group Meeting (pre-arranged and approved) |
|-----------------------|-----------------------|--|
| Lodging** | Contact Conlin Travel | |
| Breakfast | \$11.75 | \$14.75 |
| Lunch | \$11.75 | \$14.75 |
| Dinner | \$27.00 | \$30.00 |
| | | |
| Lodging | \$51.00 | |
| Breakfast | \$11.75 | |
| Lunch | \$11.75 | |
| Dinner | \$27.00 | |
| Per Diem Total | \$101.50 | |

Incidental Costs Per Day (with overnight stay) \$5.00

| | |
|----------------------|------------------|
| Mileage Rates | Current |
| Premium Rate | \$0.625 per mile |
| Standard Rate | \$0.440 per mile |

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

SELECT CITY LIST
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2022

| Michigan Select Cities/Counties | | |
|--|---|---|
| | CITIES | COUNTIES |
| | Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City | Grand Traverse, Oakland, Wayne |
| Out of State Select Cities/Counties | | |
| STATE | CITIES | COUNTIES |
| Alaska | All locations | |
| Arizona | Phoenix, Scottsdale, Sedona | |
| California | Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park | Los Angeles, Mendocino, Orange, Ventura |
| Colorado | Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail | |
| Connecticut | Bridgeport, Danbury | |
| District of Columbia | Washington DC (See also Maryland & Virginia) | |
| Florida | Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West, Miami | |
| Georgia | Brunswick, Jekyll Island | |
| Hawaii | All locations | |
| Idaho | Ketchum, Sun Valley | |
| Illinois | Chicago | Cook, Lake |
| Kentucky | Kenton | |
| Louisiana | New Orleans | |
| Maine | Bar Harbor, Kennebunk, Kittery, Rockport, Sandford | |
| Maryland | Baltimore City, Ocean City | Montgomery, Prince George |
| Massachusetts | Boston, Burlington, Cambridge, Martha's Vineyard, Woburn | Suffolk |
| Minnesota | Duluth, Minneapolis, St. Paul | Hennepin, Ramsey |
| Nevada | Las Vegas | |
| New Mexico | Santa Fe | |
| New York | Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains | Suffolk |
| Ohio | Cincinnati | |
| Pennsylvania | Pittsburgh | Bucks |
| Puerto Rico | All locations | |
| Rhode Island | Bristol, Jamestown, Middletown, Newport, Providence | Newport |
| Texas | Austin, Dallas, Houston, L.B. Johnson Space Center | |
| Utah | Park City | Summit |
| Vermont | Manchester, Montpelier, Stowe | Lamoille |
| Virginia | Alexandria, Fairfax, Falls Church | Arlington, Fairfax |
| Washington | Port Angeles, Port Townsend, Seattle | |
| Wyoming | Jackson, Pinedale | |

HOUGHTON COUNTY EMERGENCY TELEPHONE SERVICE DISTRICT
TENTATIVE PLAN

HOUGHTON COUNTY E-9-1-1 SERVICE PLAN

Under the provisions of the Michigan Public Act 29 of 1994, as amended, MCL 484.1101 et.seq, as amended, (hereinafter referred to as the "Act") authorizes this Houghton County E-9-1-1 Service Plan (hereinafter referred to as the "Service Plan") is submitted for the establishment of a Houghton County E-9-1-1 Service District (hereinafter referred to as the "Service District") by the Houghton County Board of Commissioners (hereinafter referred to as the "Board") under authority provided in this Act.

Purpose

This tentative service plan is being submitted for approval to continue the E-9-1-1 Emergency Telephone Service District in Houghton County to provide the ability to summon emergency services by dialing 911.

This Service Plan was prepared in accordance with the Emergency Telephone Enabling Act. All stipulations and requirements of the Act are included in this plan whether or not specifically mentioned therein.

By establishing enhanced 911 service in Houghton County, we provide for:

- The use of one simple, easy-to remember number for all emergencies in any location within Houghton County.
- The use of Automatic Number Identification (ANI), Automatic Location Identification (ALI), and selective routing (SR) to increase the effectiveness of emergency services.
- In addition, we attempt to decrease the risks faced by emergency response personnel through increased knowledge of the emergency situation.

HOUGHTON COUNTY BOARD OF COMMISSIONERS

Authority

Under the provisions of the Act, the County Board of Commissioners is given the primary authority for establishing an Emergency Telephone Service District within the county. To establish an Emergency Telephone Service District and to cause E-9-1-1 service to be implemented, the Board of Commissioners adopted a tentative E-9-1-1 service plan by resolution on insert day of adoption here.

COUNTY CLERK

Duties

Within five (5) days of the adoption of the Tentative Service Plan by the Board, the Houghton County Clerk shall forward to each city, township, and village, a copy of the resolution and a copy of the tentative E-9-1-1 Service Plan by certified mail, return receipt requested.

Public Hearing

The resolution adopting this tentative plan shall specify a date, time, and location for a public hearing to be held by the Board of Commissioners on the final E-9-1-1 plan. The public hearing date shall be not less than ninety days after the adoption of the resolution authorizing the tentative plan. The date of the Public Hearing is **set date for public hearing and enter here**, at 6:30 PM in the Circuit Courtroom of the County Courthouse.

The clerk of each county which has adopted a tentative E-9-1-1 Service Plan shall give notice of the hearing. This notice shall be published twice in a newspaper of general circulation within the county with the first notice being at least thirty days prior to the date of the hearing. This notification shall give the location, date, and time of the hearing as well as a description of the boundaries as determined at the expiration of the time for filing a notice of exclusion from the E-9-1-1 Service District. The second notice shall be within 30 days of the hearing.

CONSIDERATIONS

Contained within this tentative plan are subsections which will address the following considerations:

- *Technical Considerations* - Includes service supplier including system equipment for facilities that would be providing emergency telephone service.
- *Operational Considerations* - Includes the designation of a PSAP and secondary PSAP's and the manner in which E-9-1-1 calls would be processed, dispatch functions performed, and informational systems utilized.
- *Managerial Considerations* - Includes the organizational form and agreements which would control technical, operational, and fiscal aspects of the emergency telephone service.
- *Fiscal Considerations* - This tentative plan includes projected recurring and non-recurring costs with a financial plan for implementing and operating the system.

GENERAL INFORMATION

This tentative plan contains information, which will assist local public safety agencies, political jurisdictions, and telephone service providers with the implementation of the Service Plan.

UPDATES

In an Administrative Findings Resolution, the Board shall periodically update the wire and wireless service providers, as well as changes in the public and /or private response agencies, regularly providing service within the Service District.

The Board shall also periodically obtain and publish the highest monthly flat rate charged by a service supplier for a 1-party access line within the Service District. The Board shall memorialize the updated highest monthly charge within the Service District in an Administrative Findings Resolution.

DEFINITIONS

Due to the increase of definitions and acronyms used, the complete list is found in MCL 484.102, as amended.

EMERGENCY TELEPHONE SERVICE DISTRICT

The Houghton County Service District includes the following:

Townships

Adams
Calumet
Chassell
Duncan
Elm River
Franklin
Hancock
Laird
Osceola
Portage
Quincy

Cities and Villages

Hancock
Houghton
Calumet
Laurium
Copper City
South Range
Lake Linden
Schoolcraft
Stanton
Torch Lake

NOTICE OF EXCLUSION

Any City, Township, or Village, which does not file a Notice of Exclusion from the District, shall, in accordance with the Act, be included with the E-9-1-1 Service District.

Should any City, Township, or Village decide against participation in the E-9-1-1 Service District, they shall, in accordance with the Act, file a Notice of Exclusion from the District not later than 45 days after the receipt of this plan. (See Appendix #2)

If any City, Village or Township does not file a Notice of Exclusion from the District, in accordance with the Act, they will be included within the E-9-1-1 Service District.

NOTICE OF INTENT TO FUNCTION AS A PSAP

Each safety agency, designated to serve as a PSAP or secondary, or back-up PSAP, shall file a notice of their intent, whether to serve or not to serve as a PSAP, not later than 45 days after the city or township which the agency serves, receives the plan. Failure to file a notice of intent will result in the safety agency not being designated as a PSAP in the final E-9-1-1 plan.

Each Public Safety Agency has 45 days after receipt of this Tentative E-9-1-1 Service Plan to file with the county clerk a "Notice of Intent to Function as a PSAP" or secondary PSAP. When a public safety agency files as a PSAP or secondary PSAP, they shall file a service plan listing the public agencies for which they will provide E-9-1-1 service and the method(s) used for dispatch. (See Appendix #)

TECHNICAL CONSIDERATIONS

The Houghton County E-9-1-1 Service District has four companies with wire centers in Houghton County. Those companies include SBC, Baraga Telephone, Midway Telephone, and UP Telephone. Houghton County is also currently served by multiple Cellular Companies. All are listed below:

| <u>Company</u> | <u>Wire Center</u> |
|------------------|--|
| AT&T | Houghton, Chassell, Calumet, and Lake Linden |
| Baraga Telephone | Alston, and Tapiola |
| Midway Telephone | Watton, and Kenton |
| U.P. Telephone | Donken |
| Cellular | AT&T, Verizon Wireless, T-Mobile |

All Telephone Companies that are authorized to provide local or long distance service within the service district can be found on the Michigan Public Service Committee Web Site as authorized service providers.

All emergency service agencies that receive regular business, non-emergency, and telephone calls will be encouraged to retain their seven digit number and directory listing. This will for receipt of non-emergency calls as well as provide a back-up number should the E-9-1-1 system become inoperative.

All companies interested in providing E-9-1-1 service to Houghton County will cooperate to supply, in accordance with the Michigan Public Service Commission, tariff rates, rules and regulations, the design installation and maintenance of the network for all facilities involved in providing emergency response telephone service. This will include modifications to all pay telephones to provide free E-9-1-1 service.

The Enhanced 911 services as provided for Houghton County will include the following features:

- Automatic Number Identification (ANI)
- Automatic Location Identification (ALI)
- Selective Routing

Network providers will maintain the wireline ALI database.

OPERATIONAL CONSIDERATIONS

The primary service answering point for the Service District will be at Negaunee Regional Communication Center located within the Michigan State Police Post at 180 US Hwy 41 East, Negaunee, Michigan 48966. This PSAP will operate twenty-four hours per day, every day of the year.

Negaunee Regional Communication Center will provide:

- Twenty-four hour supervision.
- Trained and experienced dedicated dispatchers 24 hours each day.
- At least one device (TDD) for receiving telephone calls for service from hearing and/or speech impaired people.
- Radio and telephone recording equipment, uninterrupted power supply, LEIN, and computers.
- All equipment necessary for a minimum of three methods of processing the E-9-1-1 calls (direct, relay, and/or transfer).

Dispatching of police, fire, emergency medical, and other emergency service providers will be accomplished through direct, transfer, and/or relay dispatching methods. Operational guidelines will be established to ensure that the concept of dispatching the closest appropriate unit will be followed.

The secondary PSAP will be located in Houghton County at the Houghton County Sheriff Office, 403 E Houghton Ave. Houghton, Michigan 49931.

Public agencies will respond to incidents within the Service District and will be dispatched through the Primary PSAP. See Appendix #4 for the List of Public Agencies serviced by the 911 network.

Supervision/Training

Dispatchers assigned to the PSAP will be under the direct supervision of the Michigan State Police, according to the rules, regulations, labor contracts, and operating procedures as established.

Michigan State Police will ensure all dispatchers meet State mandate certifications and that all dispatchers receive the appropriate training for their function.

MANAGERIAL CONSIDERATIONS

Managerial considerations: Managerial considerations include the organizational form and agreements that would control technical, operations, and fiscal aspects of the emergency telephone service.

Each public agency which decided to operate a PSAP shall, in accordance with the E-9-1-1 Advisory Board be responsible for the management of the on-line public safety dispatch center operation; i.e., operational costs, level of service, equipment needs, personnel needs, etc.

Each public agency which decides to operate a PSAP will be responsible, consistent with the Emergency Telephone Services Enabling Act, as amended, to assure an appropriate and timely implementation and maintenance of their individual E-9-1-1 PSAP. Such activities may include, but not necessarily be limited to: coordination, information, liaison, and system wide planning.

Each public agency which decided to operate a PSAP acknowledges that the rates, rules, and regulations of the Michigan Public Service Commission's E-9-1-1 tariff now in effect or hereafter established in its tariffs as filed with the Michigan Public Service Commission, govern the provision of E-9-1-1 service by the service suppliers.

The public agency designated to be the public safety answering point in this final E-9-1-1 Service Plan is The Michigan State Police at Negaunee Regional Communication Center.

Organizational Structure

Houghton County is a political subdivision of the State of Michigan and is governed by the Houghton County Board of Commissioners. The Board of Commissioners are public officials elected by the citizens of Houghton County to represent all citizens of Houghton County, regardless of their place of residence in the County. The Board of Commissioners has the power and duties including, but not limited to, the creation of departments, the establishments of ordinance, the levying and collection of taxes, the establishment of budgets, and establishment of policy standards and priorities for the County. The Houghton County Central Dispatch Advisory

Board (HCCDAB.) shall be appointed by the Houghton County Board of Commissioners. This HCCDAB is charged with the responsibility to make recommendations for the operation of a central dispatch and the emergency service telephone answering point. All recommendations of the HCCDAB shall comply with the County-wide policies, procedures, and standards which the Houghton County Board of Commissioners have established.

HOUGHTON COUNTY E-9-1-1 CENTRAL DISPATCH ADVISORY BOARD

The E-9-1-1 Houghton County Central Dispatch Advisory Board shall be in accordance with the Act, section 320. The Board may be comprised of one member from each of the following groups. Any other interested party can be added to the advisory board by a vote of the Houghton County Board of Commissioners.

1. Member of Houghton County Board of Commissioners
2. Citizen at Large – North
3. Citizen at Large – South
4. Portage Health Systems
5. Keweenaw Memorial Medical Center
6. Mercy Ambulance
7. First Responder Representative
8. Fire Department Representative – North
9. Fire Department Representative – South
10. Houghton County Sheriff Office – Mandatory
11. Michigan State Police – Mandatory
12. Michigan Tech Representative
13. Hancock City Representative
14. Houghton City Representative
15. Township Representative as selected by Michigan Townships Association
16. Houghton County Emergency Management Coordinator.

The intent in the formation of this board is to obtain balanced jurisdiction representation. A total of no less than ten (10) members will constitute the HCCDAB. A majority of the members of the Board shall constitute a quorum for the transaction of business and questions arising at meetings will be determined by a majority of the members present.

Houghton County shall not be required to pay per diem or mileage to the members of the Houghton County Central Dispatch Advisory Board.

Houghton County shall indemnify members of the Board, subject specifically and only to the terms of the Houghton County coverage with its insurance carrier against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or claiming money damages, in which they or any of them are made parties by reason of any matter relating to the affairs of the Board; provided, however, Houghton County shall not confess or be

adjudged or found guilty by any Court of competent jurisdiction of fraud, misconduct, in the performance by such member(s) of his/her duties of the Board.

COORDINATOR

The Coordinator of the E-9-1-1 Emergency Dispatch Center shall be appointed by and work at the direction of the Houghton County Board of Commissioners. The Coordinator shall be responsible for maintaining operational liaison with Negaunee Regional Communication Center. The Coordinator shall also keep an accurate accounting of the financial operation of the service district revenues and expenses and shall report same to the HCCDAB on a quarterly basis.

The Coordinator shall be responsible for establishing services required, working with the Houghton County E911 Central Dispatch Advisory Board in developing rules, procedures, and providing budgets.

FISCAL CONSIDERATIONS

The following are estimated costs of an E-9-1-1 system for the Houghton County Service District.

Technical Surcharge

The Act, as amended, allows for calculation of a 4% cap for recurring charges and a 5% cap for non-recurring charges based on the highest monthly residential base rate in the emergency telephone district. The base rate for AT&T will be used to calculate the 4% and 5% caps for the entire district.

At this time, the estimated recurring charge will be \$.34 cents per access line per month. The recurring charges will be billed to customers for the life of the system.

At this time the estimated non-recurring technical charge is \$.06 cents per access line per month. The non-recurring charges will be amortized over a 60 month period at which time the customer will no longer be charged.

These charges, as authorized by the Michigan Public Service Commission, may be raised or lowered as approved by the auditors contracted to oversee the collection and allocation of these funds. These funds, in accordance with section 484.1405 of the Act, will be collected by each telephone company from all subscribers in the district and remitted to Maner Costerian 2425 E. Grand River Ave #1 Lansing MI 48912

PSAP Equipment Costs

The Act requires each agency operating a PSAP to pay for all terminal equipment installation and for the actual PSAP equipment either through rental or capital acquisition. Equipment required for Houghton County Central Dispatch under this plan, at a minimum, is as follows:

1. Additional Trunks
2. Computer Equipment and Monitors
3. ANI and ALI Display Equipment
4. Other related dispatch equipment required for operations.

Houghton County 911 services will utilize existing equipment located at the Negaunee Regional Communication Center. The cost of this equipment shall be borne by the Central Dispatch Budget. Grant monies, wherever applicable will be sought for equipment costs and planning and development of the database.

Estimated Operational Charges

The Act, as amended, allows local County Boards to pass on to the subscriber a charge of not more than 4% of the highest base rate, and up to an additional 16% as voted by the public.

The base rate used for the initial plan in 1997 was SBC (Ameritech) at \$11.83 per access line is used to calculate the 4% and 16% operational surcharge for the Houghton County Service District. The highest monthly flat rate in Houghton County is \$36.00.

Based on the \$20.00 cap within the Act, The Houghton County Board of Commissioners authorized operational surcharge of 2.35% is estimated to be \$.47 per access line, the 4% Board Authorized amount, within the cap, cannot exceed \$.80.

Based on the \$20.00 cap within the Act, The Houghton County Board of Commissioners further authorizes, by voter approval an additional 9.4% operational surcharge estimated to be \$1.77 per access line, the 16% voter approved amount, within the cap, cannot exceed \$3.20.

The additional 16% operational surcharge will not be levied until county voter approval.

The total estimated monthly cost including technical and operational surcharges per access line for each subscriber is \$2.64.

All figures used in this compilation are based on the current actual figures. These figures may change to reflect current conditions.

All monies collected from the Operational Surcharge shall be remitted to: Treasurer, County of Houghton, 401 E Houghton Ave, Houghton, Michigan 49931.

EXECUTION AND ACKNOWLEDGEMENT

Date: _____

Tom Tikkanen, Chairperson
Houghton County Board of
Commissioners

I, Jennifer Kelly, the Houghton County Clerk, hereby attest that the Houghton County Board of Commissioners approved this Plan on _____, _____, and authorized the Chairperson to execute it on its behalf, which occurred in my presence.

Date: _____

Jennifer Kelly

APPENDIX #1

Notice of Intent to function as a PSAP

NOTICE OF INTENT TO FUNCTION AS A PSAP OR SECONDARY PSAP

Pursuant to Section 307 of the Emergency Telephone Service Enabling Act, _____
shall function as a (check one) _____ PSAP, _____ Secondary PSAP, within the E-9-1-1
service district of the tentative E-9-1-1 Service Plan adopted by resolution of the board of
commissioners for the county of Houghton, on _____, _____.

Clerk

APPENDIX #2

NOTICE OF EXCLUSION FROM THE E-9-1-1 SERVICE DISTRICT

Pursuant to Section 306 of the Emergency Telephone Service Enabling Act, the _____ of _____ hereby notifies the board of commissioners of the county of Houghton that the _____ of _____ is excluded from the E-9-1-1 Service District established by the E-9-1-1 Service Plan adopted by the board of commissioners on _____, _____.

Clerk

APPENDIX #3

Governmental Units by Notice of Exclusion Not Included in the Final Plan

APPENDIX #4

List of public agencies serviced by the 911 network

Fire Departments

Adams Township Fire
Bootjack Fire
Calumet Township Fire
Calumet Village Fire
Chassell Fire
Dollar Bay Fire
Duncan Twp. Fire
Hancock City Fire
Houghton City Fire
Hubbell Fire
Hurontown Fire
Laird Twp. Fire
Lake Linden Fire
Laurium Village Fire
Otter Lake Fire
Quincy-Franklin-Boston-Hancock Twp. Fire
Ripley Fire
South Range Fire
Stanton Township Fire
Tamarack City Fire
Toivola Fire
Twin Lakes Fire

Law Enforcement Agencies

Calumet Township
Houghton County Sheriff
Laurium Village
Lake Linden Village
MSP Post 87
MTU Public Safety

Emergency Medical Services

City of Hancock
City of Houghton
Mercy EMS
Bay Ambulance
Sonco Ambulance
Chassell Medical First Responders
Otter Lake Medical First Responders
Bootjack Medical First Responders
Adams Township Medical First Responders
Dollar Bay Medical First Responders
Michigan Tech University EMS
Stanton Township Medical First Responders

WESTERN UPPER PENINSULA PLANNING & DEVELOPMENT REGION

January 23, 2023

INVOICE – VIA: EMAIL

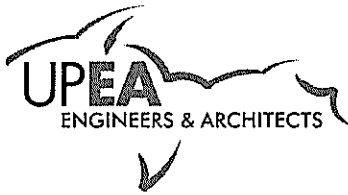
| | |
|-----------------------|--|
| Bill To | |
| Contact | Elizabeth Bjorn |
| Company | Houghton County |
| Address | 401 E. Houghton Ave., Houghton, MI 49931 |
| Phone | (906) 482-8307 |
| WUPPDR Contact | MaryEllen Hyttinen |
| Payment Terms | Net 30 |

| Qty. | Description | Unit Price | Line Total |
|------|--|------------|-------------------|
| 1 | WUPPDR Member Contribution, Houghton County (WUPPDR FY 2022-23; 2 nd Qtr., Jan. 2023 – March 2023) | \$2,974.25 | \$2,974.25 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | \$2,974.25 |

Thank you for your business! Please send payment to:

Western Upper Peninsula Planning & Development Region
 400 Quincy St 8th Floor, Hancock, MI 49930 | www.wuppdr.org
 p. 906.482.7205 x117 | mhyttinen@wuppdr.org





100 Portage Street Houghton, MI 49931

906-482-4810 • 800-562-7684 • Fax: 906-482-9799

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: Houghton County *Date:* February 14, 2023

401 East Houghton Avenue *Project No:* H07-02461

Houghton, MI 49931

Firm: U.P. Engineers & Architects, Inc.

Project Name/Location: Houghton County Courthouse - Security Renovations

Scope/Intent and Extent of Services: First Floor Entrance and District Court Renovations and Security Enhancements to the Magistrate's office

Fee Arrangement: Lump sum fee of \$46,000 for preparation of bidding/construction documents, assistance to solicit bids for the Work, and Construction Phase Administration.

Retainer Amount: n/a

Special Conditions: Basis of understanding is the drawings and scope of work discussed in July 2022 with county administration

TERMS AND CONDITIONS

The Firm shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

FEE:

The total fee shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

BILLINGS/PAYMENTS:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

LATE PAYMENTS:

Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance (18% true annual rate). In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

INDEMNIFICATION:

The Client shall indemnify and hold harmless the Firm and all of its personnel from any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from their performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable. The Firm shall have the right to rely on information furnished by the Client.

RISK ALLOCATION:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed our fee. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES:

This Agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS:

All documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

APPLICABLE LAWS:

Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

Offered by:

Accepted by:

U.P. Engineers & Architects, Inc.

Houghton County

(signature) *(date)*

(signature) *(date)*

George A. Kiiskila, Jr / Principal
(printed name/title)

Elizabeth Bjorn, Administrator
(printed name/title)

Continuation Sheet(s) attached (_____ pages)



Upper Peninsula Commission for Area Progress

P.O. Box 606 • Escanaba, Michigan 49829

(906) 786-4701 • Fax (906) 786-5853

www.upcap.org

"Providing guidance and support to U.P. residents since 1961"

January 12, 2023

Elizabeth Bjorn
Houghton County Administrator
401 E. Houghton Ave
Houghton, MI 49931

Dear Ms. Bjorn:

BILL FOR UPCAP SERVICES, INC., DUES - 2023: \$1,100.00

The above-requested dues amount was submitted to you on September 6, 2022, for inclusion in your budget. Your remittance will be appreciated.

NOTE: Would you kindly mail your check to UPCAP Services, Inc., P.O. Box 606, Escanaba, Michigan 49829. If you have any questions, please do not hesitate to call. Thank you for continuing your membership with UPCAP. We look forward to serving you this year and in the years to follow.

Sincerely,

A handwritten signature in blue ink, which appears to read 'Jonathan Mead', is written over a faint, larger version of the same signature.

Jonathan Mead
Executive Director

JM:tl