

GRETCHEN WHITMER

GOVERNOR

STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

LANSING



PHILLIP D. ROOS DIRECTOR

August 2, 2024

VIA EMAIL

Henry Wender, Chairperson Dickinson County Board of Commissioners P.O. Box 609 Iron Mountain, Michigan 49801

Dear Henry Wender:

The locally approved amendment to the Dickinson County Solid Waste Management Plan (Plan Amendment) that was received by the Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division (MMD) on May 9, 2024, is hereby approved.

The Plan Amendment makes the following changes:

• Updates the Import Authorization Table by adding the following county: Menominee, specifically the Niagara Development facility, with an authorized condition of only low-hazardous industrial waste sludges.

EGLE would like to thank Dickinson County for its efforts in addressing its materials management issues. If you have any further questions regarding this matter, please contact Amy Karana, Materials Management Analyst, Solid Waste Section, Materials Management Division, at 517-242-8324, KaranaA@Michigan.gov, or EGLE, P.O. Box 30241, Lansing, Michigan 48909-7741; or you may contact me.

Sincerely,

Usalith M. Browne

Elizabeth M. Browne, Director Materials Management Division 517-242-2746

cc: Senator Edward McBroom Representative David Prestin Dotty LaJoye, CUPPAD Regional Commission Phillip D. Roos, Director, EGLE Aaron B. Keatley, Chief Deputy Director, EGLE Sydney Hart, Legislative Liaison, EGLE Tracy Kecskemeti, EGLE Rhonda Oyer, EGLE James Ferritto, EGLE Amy Karana, EGLE

EGLE

Michigan Department of Environment, Great Lakes, and Energy Materials Management Division

COUNTY'S NOTICE OF INTENT TO PREPARE COUNTY SOLID WASTE MANAGEMENT PLAN AMENDMENT

Authorized by Section 11533, Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Section 11533 indicates that the County, Municipalities, or Regional Planning Agency (as appropriate) shall notify the State as to their Intent with regard to preparation of a County Solid Waste Management Plan Amendment.

The County of Dickinson

does hereby serve notice that it:

prepare and file with the State of Michigan, Department of Environment, Great Lakes, and Energy, Materials Management Division an amendment of its County Solid Waste Management Plan as provided by Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Such amendment plan shall fulfill all the requirements of Part 115, as well as all applicable administrative rules.

Signed by:

Chairperson, Board of Commissioners

Complete the following only if preparing plan amendment:

Central Upper Peninsula Planning and Development named County as the agency responsible for preparation of the Solid Waste Management Plan Amendment. The address, contact person, and phone number for the County's designated planning

agency is:			
Name of Contact Person: Dotty LaJoye			
Name of Designated Planning Agency: CUPPAD			
Address of Agency: 2950 College Avenue			
City: Escanaba	State: MI	Zip Code: 49829	
Telephone: (906) 786-9234 ext. 1376	Fax: NA		
E-mail Address: dlajoye@cuppad.org			

Please attach a copy of the Resolution or meeting minutes of the Board of Commissioners agreeing to prepare a plan amendment.

When completed, submit this form to:	SUSTAINABLE MATERIALS MANAGEMENT UNIT SOLID WASTE SECTION MATERIALS MANAGEMENT DIVISION DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY PO BOX 30241 LANSING MI 48909-7741		
	OR		
Email to:	EGLE-MaterialsManagementPlanning@michigan.gov		
County Notice of Intent received by D Management Division	epartment of Environment, Great Lakes, and Energy, Materials		
Ву:	Date		



Christina Miller Solid Waste Planning Specialist Materials Management Division, EGLE

March 18, 2024

Dear Ms. Miller:

On behalf of Dickinson County, included is documentation of an amendment to the Dickinson County Solid Waste Management Plan:

Amend table 1-A: CURRENT IMPORT VOLUME AUTHORIZATION OF SOLID WASTE with the following:

Importing County: Dickinson

Exporting County: Menominee

Facility Name: Niagara Development

Authorized Quantity/Daily & Annual: 100%

Authorized Conditions: Only Low-Hazardous Industrial Waste sludges; Primary

To meet the requirements of the EGLE solid waste management plan amendment process the Dickinson County Solid Waste Management Planning Committee and the Dickinson County Board of Commissioners took the following actions:

- 1. December 6, 2022, the Dickinson County Solid Waste Management Planning Committee approved the above amendment language and authorized the 90-day public comment period from December 12, 2022, to March 2, 2023. Copy of the minutes are included.
- 2. The 90-day public comment period was published in the Iron Mountain-Kingsford Daily News on December 9, 2022. Copy of published notification included.

- 3. The public notification of the public hearing was published in the Iron Mountain-Kingsford Daily News on March 2, 2023 (40-days before the public hearing). Copy of published notification included.
- 4. April 10, 2023 the Dickinson County Board of Commissioners conducted a public hearing to take public comment on the proposed amendment to the Dickinson County Solid Waste Plan. Copy of minutes from the public hearing are included.
- The Dickinson County Board of Commissioners conducted a special meeting on April 21, 2023, to approve amendment 2023-1 of the Dickinson County Solid Waste Plan and pass Resolution 2023-9 confirming their support. Copy of minutes and resolution are included.
- 6. Resolutions for the approval of amendment 2023-1 to the Dickinson County Solid Waste Management Plan were sent to all ten (10) local units of government within Dickinson County. Six (6) resolutions and one (1) letter of recommendation were submitted in support of the proposed amendment. Copies of the resolutions and letter of approval are included.
- 7. The Dickinson County Planning Committee has fourteen (14) members. A list of the committee members and the sectors each member represents is included.

On behalf of the Dickinson County Solid Watse Management Committee and the Dickinson County Board of Commissioners, we look forward to your review and approval of the attached amendment to the Dickinson County Solid Waste Management Plan.

Sincerely,

Water La Jack

Dotty LaJoye, Executive Director CUPPAD

Dickinson County Solid Waste Management Planning Committee Minutes of the December 6, 2022, Meeting

- 1. The meeting was called to order by Chairman Tony Edlebeck at 10:30 AM, CT at the Dickinson County Correctional Center.
- 2. Roll call. The following committee members were in attendance and a quorum was attained: Anderson, Edlebeck, Gregory, Hruska, Kramer, Mulka, LaJoye, and Stanchina.
- 3. Stanchina moved and Anderson supported acceptance of the agenda with no additions. Motion carried.
- 4. Edlebeck reviewed the proposed amendment to the Dickinson County Solid Waste Management Plan.

Being proposed is Amendment 2022-1:

Table 1-A: CURRENT IMPORT VOLUME AUTHORIZATION OF SOLID WASTE with the following:

Importing County: Dickinson

Exporting County: Menominee

Facility Name: Niagara Development

Authorized Quantity/Daily & Annual: 100%

Authorized Conditions: Only Low-Hazardous Industrial Waste sludges; Primary

Edlebeck acknowledged the following: The 90-day public review period will run from December 12, 2022 to March 3, 2023. Copies of the Plan Amendment will be made available for public review at the following locations during normal office hours.

- Dickinson County Controller, Courthouse, 705 S. Stephenson Ave., Iron Mountain, MI
- o Dickinson County Library, 401 Iron Mountain Street, Iron Mountain, MI
- o Solomonson Branch Library, 620 Section Street, Norway, MI
- o CUPPAD Regional Commission, 2950 College Avenue, Escanaba, MI

A public notice announcing the proposed amendment, 90-day public review and comment period and instructions on where to submit comments, will be posted in the Iron Mountain Daily News.

5. Resolution for the approval of amendment 2022-1 to the Dickinson County Solid Waste Management Plan was read by LaJoye. Roll call vote was taken; Resolution for approval of amendment 2022-1 passes.

6. Other Business: None

- 7. Citizen's Time: There was no citizen participation.
- 8. Adjournment: Kramer moved to adjourn the meeting at 11:15 AM, CT. Hurska supported. Motion carried.

Minutes submitted by: Dotty LaJoye, CUPPAD

6. Other Business: None

- 7. Citizen's Time: There was no citizen participation.
- 8. Adjournment: Kramer moved to adjourn the meeting at 11:15 AM, CT. Hurska supported. Motion carried.

Minutes submitted by: Dotty LaJoye, CUPPAD

RESOLUTION FOR THE APPROVAL OF AMENDMENT 2022 –1 TO THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

By Action of the Dickinson County Solid Waste Planning Committee, it is hereby resolved that we **approve** Amendment 2022 -1 to the Dickinson

County Solid Waste Management Plan prepared pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended (NREPA) Part 115, Solid Waste Management, and its Administrative Rules.

Roll Call Vote:	Yes	No	Absent
Tony Edlebeck	Х		
Ray Anderson	Х		
Mark Gregory	Х		
Ann Hruska	Х		
Amanda Butterfield			х
Barbara Kramer	Х		
Jordan Stanchina	Х		
Steve Mulka	Х		
Dotty LaJoye	Х		
William Rice			х
Steve Coron			х
Richard Wales			х

Chair of the Dickinson County SWMPC

Withessed by

12/4/2022 _____ Date

24 - The Dally News, Iron Mountain-Kingstord, Michigan Friday, December 9, 2022 DAILY RECORD/LIFESTYLES

Obituaries

A

1.

Beverly Anderson

CRYSTAL FALLS -Beverly Anderson, dauginar of Charlie and Eva (Han-son) Stahe, left this life for eternity on Sunday, Dec. 4, 2022, at her blome after a brief ilmess.

She was born March 30, 1930, and married James R. Anderson, They were mar-pled nearly 60 years and had seven chikirent six boys and

seven children six boys and one girl. . She was a bury woman, loving cooking, baking, finiting, caming, and apand-ing time with her children. She blowed many with her wonderful pice and jams. She will be missed for her wonderful huge, wit, and intelligence, which she muintained to the end. Beyerly is survived by

Beveriy is servived by her daughter, Carla (Kaith) Swanson; her sons, Fred (Becky), Kon (Lynn), Patrick (her main partner in arime and right hand), and orime and right hand), and Thomas (Thereas); grand-dhildren, Jannifer, Jim, LeRgy, Melissa, David, Sandy, Miloselle, Christo-pher, and Hl. Reverly had 18 great-grandshildran and many nicess and nephwys. She was preceded in death by her wonderful hus-band James; and sons.

Eurcle J. Wall

GAASTRA - Eurcle J. Wall, 73, of Gaastra, passed away Thursday, Dec. 8, 2022, at UP Health System

2022, at OF relatin System in Marquette. Funeral arrangements are incomplete, and will be announced by the Jacobs-Plowe Funeral Home & Cre-mation Sarvices of Crystal East

Weather

at a glance

Tosing, nonty siondy, Thursday's bigh, suppose-ture was 31 degrees. The overalght low was 18,

and the temperature expected at noon was 34 degrees.

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High: 33 Low: 22

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cloudy

High: 35 Low: 24

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High 36 Low: 21

Mostly cloudy

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BEVERLY ANDERSON James Jr., and Robert, as

James Jr., and Robert, as well as her great grandson, Anderson James; her par-cents, thre slesses and many other family members. She loved Jeans and developed a wonderful fam-ity at the U.P. River and Marausina Chirches. Visitation will be Sup-day, Dec. 11, from 2 until time of service at 3 p.m. at UP River Ghurch in from River, with Pastor James River, with Pastor James Pellizzer officiating, Burial will take place in the spring at Evergreen Memorial

Cemetery. Maximilals may be made

Conductances to the fami-ly of Beverly Anderson may be expressed online at

The feighty has entrusted the Nash Funeral Home and Commation Services of Crys-tal Falls with the arrangeme

Janet M. Lantz

FELCH - Innet M: Lantz, 86, of Felch, passed away in the comfort of her own home on Wednesday, Dac. 7, 2022, surrounded by her facely.

Arrangements are incomplete and will be amounced by the Bricksen-Rochon & Nash Funeral Home in Iron Mountain

Stocks

of Local Interest

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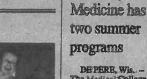
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The Medical College of Wisconsin-Green Bay and St. Norbert College are partnering College are partnering to offer high school students two Stimmer Academy of Mediaine experiences on June

13-16 and June 20-23. During each three-snd'a-half-day pro-gram, students will explore careers in medicine and the bio-medical solences, engage in hands-on active learning in classrooms and labora-torice, and gain insights into the stills, educational paths and personal qualities required for a career as

Academy of

quired for a career as a physician, nesearcher, or scientist.

or scientis; The programs will behoused in St. Nor-bert College's state-of-the-art Gehl-Mulva Science Genter, home of MCW's Green Bay campus, Classes will be taught by faculty from MCW Green Bay and St. Norbert Bay and St. Norbert College, with College, with a strong emphasis on ethics, collsborative work and

collaborative, work and leadership. The programs are open to students entex-ing their junior or sea-ier year of high school; a limited number of scholarships are evail-able. Participants will be house the Chick be housed in Gries Hall on the St. Norbert

The cost is \$800 per participant and includes meals, snacks, housing and evening activities. Parents will be invince to join mean.



promptly to secure a place - in the program Registration opens Jan. 1, 2023. Prevea Health is the

Trouble dealing with loss is overshadowing her life

Dear Annie: I have been friends with "Jasmine" for over 50 years. Jasmine has trouble dealing with loss, often grisving for decades. Last year, she lost her dog. She sils and cries every night. I understand that loss is hard-

I understand that loss is hard-er for some than others, but Jeanine is so angry. She has out off contact with long-time friends for saying things like. "You all outlive your pets," and, "At least you still have your fami-te." ty."

ly. Jamine says the dog was her daughter and she should not have to get over the loss. not have to get over the loss. All J aspine wants' to talk about is how alone she is and how angry she is about what people have said to her about the loss. Have tried to be supportive and pointed out the positive things people have said, but she twish that her more supportive his more negativity. She has cut off contact

She has cut off contact with filesde who siggested the move-on. She has even caused a problem in her nother's marriage because of her anger. She refuses to get help, aving she just needs her dog back. What can I do? ~ Unsure Unsure Dear Unsure: If she's

refusing help and isolating herself from her communi-ity, there's not much you can do. She clearly needs to change her mindset, but she needs to want to make that ch i

Moving on doesn't mean we forget about our loved ones - even if it feels that outs - even if if rees that way sometimes. Communi-cate that to Jasmine, and tell her to take the time she needs fo proceas her loss. Let her know that you will be there once she is ready to rejors her coassumity, and then take a step back. You

Today's

Birthdays

Dec. 9, 2022

NIE

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Dida

Andrena Griffie-Hiltonen

Perry, Ga. Scott Olson,

Norway



who was upset she wasn't

ter from "Entited Grantins, who was upset she waan't invited to meet her newborn grandsons while fir daugh-ter-in-law's fimily was and is not currently on speaking torms with her son and his family, and it fets files a lot of things were overlooked. I myself gave bitht to disadual twin hoys this ison-mer. Inomediately after, I was sore, bleeding, anotional and dich 't want to see anybody. Pm not sure why the mothes, who just wert fitned a diffi-cylit molical procedure – which is what obliddisth is – is not given more defirence, and thought is only given to. "I want to see the baby." The daughter in-lisive year, ents were there to see thelf own baby, who just weat through this as much as the newbons. B's also many si-ing that in those first day/weeks, when recovery is the harder, that she would

displayeeks, when recovery is the hardest, that she would want to be surrounded by those people she is most com-fortable around when feeling when the so vulnerable.

people are asking for space to get into a routine. It honestly sounds like the letter writer has a history of boundary storping and the daughter-in-law was preserving her peace how she saw fit. Kudos to her husband for

can have compassion for Jasmine while still setting some boundaries to protect your mental health. Dear Anghes: 4 read the ki-the from "Chutted Grandma," cut off. The stories of families cut off. The stories of families posting baby pictures despite the parents.' wishes are numerous. Fagice that Grand-si ma should reach equit, but 1' strongly shink she has more bridge-building to do before getting regular access to the ablies. - Just Another Per-reneries

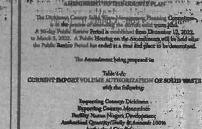
Dear Another Perspe tive: As a new mother of i twins yourself, I really appreciate your insight on the "Gutted Grandma"'s situation. Thank you for writing in. Bringing children a into the world by beautiful and undeniably informing endsavor, and the points you've made make complete

sense. For whatever factors were at play in this scenario, 1 hope "Guited" has since, been abla to smooth things over with har son and . daughter-in-law and, togeth-" er, celebrate as a whole fina-ity these two new blessings. "How Carl Forgive My Cheating Pariner?" is com-new. Ame

\$..

Cheating Pariner?" is out now. Annie Lane's second Notice and the main terms of the second anthology – featuring so inserted by rude as favorite columns on marriage, announcing to new parents infidility, communication and that you're coming to their reconciliation – is available house, family or not. I as a paperback and a book, would ve had choice words Go to http://www.reatorspub-for anyone who would be so lishing.com for more informa-bold. It'd be better to ask tion. Send your questions for when a good time is and Anale Lane to dearanne@cre-accept that more and more

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DICKINSON COUNTY SOLID WASTE MANAGEMOOT PLAN

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submitted to and address submitted to and address situation County Solid Ware Plan 3 c/o CHPPAD Regional Crainia 2950 College Ave., Beamles, MI

DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN AMENDMENT TO THE COUNTY PLAN

The Dickinson County Solid Waste Management Planning Committee is in the process of amending the current solid waste plan. A 90-day Public Review Period is established from December 12, 2022, to March 3, 2022. A Public Hearing on the Amendments will be held after the Public Review Period has ended at a time and place to be determined.

The Amendment being proposed is:

Table 1-A: CURRENT IMPORT VOLUME AUTHORIZATION OF SOLID WASTE with the following:

> Importing County: Dickinson Exporting County: Menominee Facility Name: Niagara Development Authorized Quantity/Daily & Annual: 100% Authorized Conditions:

Only Low-Hazardous Industrial Waste sludges; Primary

Copies of the Plan Amendments may be viewed at the following locations during normal office hours: Dickinson County Controller, Courthouse, 705 S. Stephenson Ave., Iron Mountain, MI Dickinson County Library, 401 Iron Mountain Street, Iron Mountain, MI Solomonson Branch Library, 620 Section Street, Norway, MI CUPPAD Regional Commission, 2950 College Avenue, Escanaba, MI

> Comments on the Plan Amendment may be submitted to and addressed to Dickinson County Solid Waste Plan Amendment, c/o CUPPAD Regional Commission, 2950 College Ave., Escanaba, MI 49829.

AREA NEWS

Obituaries

Raymond Balkum

IRON MOUNTAIN Raymond Keith Balkum, 65, of Iron Mountain passed away peacefully on Monday, Feb. 27, 2023, in the comfort of his own home.

Ray was born in Sault Ste. Marie on Dec. 19, 1957, son of the late Benjamin and Phyllis (Dickinson) Balkum. He was a graduate of Norway High School, Class of '76, and later attended Northern Michigan University. In 1991 Ray was mar-

ried to Susan Johnson at St. Mary's Catholic Church in Norway. Ray was proud of his 30-year career with the Oscar G. Johnson VA Medical Center, retiring in 2013. Ray will be remembered for his fun-loving personality. He enjoyed watching and

playing any and all sports and particularly loved playing golf and watching his favorite teams, the Los Angeles Rams and the Boston Bruins. His natural talent earning him hole-in-ones at Oak Crest and Bombers. Ray loved playing cards and spending time with his family and friends.

Ray will be deeply missed by his wife, Sue Bal-kum; five children, William Balkum, Nicole Balkum (Brandon Knopp), Ryan Balkum (Meg Barrett), Megan (Candace) Williams, and Kristian Balkum; four grandchildren, Isabella Al-len, Riley Balkum, Damian Balkum, and Hailey Balkum; eight siblings, Pam (Ed) Jacobsen, Benjamin (Song) Balkum, Dennis Balkum, Maurice (Jean) Balkum, Shirley Perry Nash Funeral He (Dave), Jojo Sauld, Monica the arrangements.



RAYMOND BALKUM

Wagner (Randy), and San-dy (Byron) Dalla Valle; his father-in-law, Jim Johnson; sisters-in-law and brotherin-law, Mary (Scott) Ed-wards, Kirsten Johnson, and IN THIS IMAGE taken from video provided by the Thunder Bay National Marine Sanctuary, the bow of the Ironton is seen in Lake Huron off Michigan's east coast in a June 2021 photo. Searchers have found the long-lost Great Lakes ship that came to a tragic end. Officials with the sanctuary in Alpena, Mich., Robert (Valerie) Johnson; and many other family and say they've located the Ironton, a freight schooner that plunged to the bottom of Lake Huron in 1894. friends.

In addition to his parents, Ray is preceded in death by son, Ben Balkum; first his wife, Tammy Balkum; and two sisters, Barbra (Denny) McKay and Phyllis (George) Twardzik; two By JOHN FLESHER nephews, Cale Jacobsen and Denny McKay; and mother-in-law, Pat Johnson.

Visitation will be at the Erickson-Rochon & Nash Funeral Home, 901 Carpenter Ave. from 2 until 4 p.m. on Sunday, March 5, with Rev. Jim Danielson officiating the memorial ser-vice at 4 p.m. Burial will be in Iron Mountain Cemetery Park.

Condolences to the family of Raymond Keith Balkum may be expressed online at www.emashfuneralhomes.com.

The family has entrusted the Erickson-Rochon & Nash Funeral Home with

Judy Process

SAGOLA - Judy Marie with cancer, Judy developed a (Rugg) Process of Channing, heart condition which required bom Dec. 16, 1960, passed away on Monday, Feb. 27, A celebration 2023. After a 2 1/2 year fight announced later.

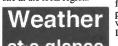
surgery. She did not survive. A celebration of life will be

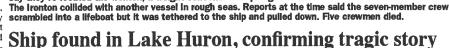
Urban forestry event Tuesday at Dickinson County Library

IRON MOUNTAIN and the benefits of tree plant-

ing. This event is in partnership between the Dickinson County Conservation District and the Iron Mountain Tree Board, and is hosted by Joshua Isaac, Michigan Forestry Assistance Program forester for the Dickinson Conservation District, and a member of the Iron

Two local trees sales that Dickinson County Library are currently underway will will host an event at 7 p.m. be discussed. Iron Moun-Tuesday for those interested in tain Tree Board's tree sale learning about urban forestry is intended only for residents within the city of Iron Mountain. There are flyers around town and at City Hall on this tree sale. The Dickinson Conservation District tree sale is for anyone in the local region.





Associated Press

TRAVERSE CITY, Mich. (AP) - Even for the Thunder Bay area, a perilous swath of northern Lake Huron off devoured many a ship, the Ironton's fate seems particularly cruel.

The 191-foot cargo vessel collided with a grain hauler on a blustery night in Sep-tember 1894, sinking both. The Ironton's captain and six sailors clambered into a lifeboat but it was dragged to the sunken wreckage of the the bottom before they could detach it from the ship. Only two crewmen survived.

The gravesite long eluded

Mich., said Wednesday. The Associated Press obtained details of the discovery ahead of the announcement.

A team of historians, underwater archaeologists and technicians located the time history." wreckare in 2019 and de- Nearly 200 shipwrecks ployed remotely controlled cameras to scan and document it, Superintendent Jeff Gray said in an AP interview. The sanctuary plans to reveal the location in coming months and is considering placing a mooring buoy at the site. Officials have kept the find secret to prevent divers from disturbing the site be-fore video and photo documentation is finished.

Video footage shows the Ironton sitting upright on the lake bottom, hundreds of nator. "remarkably feet down preserved" by the cold, fresh water like many other Great Lakes shipwrecks, Gray said.

"Archaeologists things to learn about the past. But it's not really things that we're studying; it's people," Gray said. "And that lifeboat of northern Lake Huron off ... really connects you to the the Michigan coast that has site and reminds you of how powerful the lakes are and what it must have been like to work on them and lose people on them."

involved a number of organizations, including Ocean Exploration Trust, founded by Robert Ballard, who located Titanic and the German battleship Bismarck.

"We hope this discovery The gravesue rough shipwreck hunters. Now, the mystery has ed families of those lost on been solved, officials with the Ironton, and the commu-nities impacted by its loss," There is a solution in the ironton is helps contribute to an eleyet another piece of the puzzle of Alpena's fascinating place in America's history of trade," while the Thunder Bay sanctuary "continues to reveal lost chapters of mari-

are believed to rest within or nearby the boundaries of the sanctuary, which includes the Great Lakes Maritime Heritage Center in Alpena and some 4,300 square miles of northwestern Lake Huron.

Several factors made the area a "shipwreck alley" for more than two centuries, until modern navigation and weather forecasting reduced the danger, said Stephanie Gandulla, the sanctuary's resource protection coordi-

The late 1800s was a busy period for Great Lakes commerce. Thousands of No human remains were and hundreds of steamers

study something of a maritime two Ironton men. But a wave e past. highway cloverleaf. Vessels overturned the craft, flinging cruised to and from Lake Huron and Lake Michigan through the nearby Straits of Mackinac. Others ranged northward to Lake Superior, fetching iron ore for steel mills from mines in Minnesota and Upper Peninsula.

them." "It's where the upbound The search and inspections and downbound shipping kind of crossed each other, Gray said. "Busy intersections are where most accidents happen." The weather was notori-

ously unstable – dense fog, sudden storms. Islands and submerged reefs lurked.

On the fateful night, the Ironton and another schooner barge, the Moonlight, were being towed northward from the Lake Erie town of Ashtabula, Ohio, by a steam-powered ship - a common practice then, much as a train engine pulls freight cars on a railroad. They were bound for Marquette.

The steamer broke down in heavy Lake Huron seas around 12:30 a.m. the morning of Sept. 26. The Ironton and the Moonlight disconnected their tow lines and drifted apart, with the Ironton crew setting sails and firing up its engine. It veered off course and ran into the Ohio, a freighter loaded with 1,000 tons of flour, about 10 miles off Presque Isle.

The Ohio soon foundered, its crew of 16 rescued by the Moonlight. The Ironton staved afloat more than an hour before going down.

Newspapers quoted William Party as saying he and two other Ironton sailors bobbed in the heaving lake another steamer, the Charles

everyone into the water. He bard crewmen tossed lines and pulled all to safety except Ironton mate Ed Boswick, who couldn't muster the strength to hold on.

Thunder Bay National Marine Sanctuary via AP

tuary, part of the National Oceanic and Atmospheric Administration, took a sonar survey in the area of the Ironton-Ohio collision in 2017. They detected two images on the lake bed, one later identified as the Ohio. The other was a more recent shipwreck.

confirmed as the Ironton.

A high-resolution scan in 2021 provided more details. The vessel is largely intact, Gray said. Its masts point skyward, with rigging and ropes tied to spars and lying on deck. The robotic camera also showed the lifeboat tied

The sanctuary awaits federal and state permits to plant the buoy, anchored by weights of up to 3,000 pounds, on the lake floor. Divers could attach their boats to the floating device and head down to explore the long-lost craft. "Then we get to share it

"It's a powerful, tragic story," Gandulla said.

So fierce was the gale that it claimed yet another schooner, the William Home, farther west on Lake Michigan.

Six of seven crew members died Staffers with the sanc-

It took two more years to track down the Ironton several miles away. Ballard's organization provided an autonomous surface vehicle designed for seafloor mapping. After days of searching, it spotted a figure that later was

to the ship's stern.

https://outlook.office.com/mail/id/AAQkAGJIMGQ2ZTg1LTNIMWMtNGQ0Ni1iNTI4LTY5N2U3OTQ2MTEyYwAQAPho2kEPbP9Ngp7d7ST1%2BTU%3... 2/3

16/01/2024, 15:26		Mail - Dotty LaJoye - Ou	tlook
Refreshments will be pro- vided.	Today, partly sunny. Wednesday's high tem- perature was 35 degrees. The overnight low was	seen. But the lifeboat remains tethered to the bigger vessel, a poignant confirmation of witness accounts from 128 years ago. hauled cargo and passengers between bustling port cities such as Chicago, Detroit and Cleveland. The sanctuary area was	struggled aboard as the He- Grav said, "and try to protect
of local interest	19, and the temperature expected at noon today was 28 degrees.	Jazz band concert	Obituaries
Apple 145.31 D 2.1 BP PLC 39.39 U 0.33 Charter 382.54 D 5.07 Clev. Cliffs 21.42 U 0.25 General Elec Co. 84.14 D 0.57 General Motors 38.72 D 0.02 Google 90.51 U 0.21 Home Depot 290.78 D 5.75 Harley Davidson 47.49 D 0.61 IBM 128.19 D 1.11 Intel Corp 25.33 U 0.4 Intl'Paper Co. 3.66 U 0.3 Johnson Controls 63.19 U 0.41 10.47 McDonald's CorpeCz.72 D 0.33 Louis, Pac. 29.17 McTecadit's CorpeCz.72 D D 0.53 Louis, Pac. McTecadit's CorpeCz.72 D D 1.55 D 0.56 Proct & Gam. 137.66 U 0.315 D	Today Wind: N 5 to 10Partly sunnyWind: N 5 to 10High: 31 Low: 13Friday Wind: E 5 to 15Mostly cloudyWind: E 5 to 15Low: 19Saturday Cloudy High: 40 Low: 23Mostly sunny High: 40 Low: 24Monday CloudyMostly cloudy	March 11 in Goodman GOODMAN, Wis. – Returning to Goodman to Goodman to bay in the Old Toaxler-Ruff is bringing the Alma Jazz Band to Goodman to play in the Old Theater Ballroom of the Goodman Club House on Saturday, March 11. The band consists of all time tunes, as well as some polkas. Music begins at 7 p.m. and ends at 9 p.m. There Music begins at 7 p.m. and ends at 9 p.m. There The Dickinson County Board of Commissioners will be holding a Public Meeting on March 13, 2023 at 6 pm in the Circuit Court Courtorom located at the Dickinson County Courthouse, 705 S Stephenson Ave., Iron Mountain, Michigan. The Public Hearing	Geradd Steele ScScANABA – Gerald "Jerry" James Steele, 75, of Escanaba passed away at home on Tuesday, Feb. 28, 2023 The family will receive friends on Saturday, March Stradski Family Funeral Homors will be presented at Kome on Tuesday, Feb. 28, 2023 The family will receive friends on Saturday, March Stradski Family Funeral Homors in Escanaba. Military Dickinson County Board of Commissioners Meeting on April 10, 2023 at 6 pm in the Circuit Court Courtroom Noteding an Dublic Hearing will be in regards to amending the Dickinson County Solid Waste Management Plan. The Amendment being proposed is: Table 1-A: CURRENT IMPORT VOLUME AUTHORIZATION OF SOLID Waste With the following: Importing County: Dickinson Exporting County: Dickinson Exporting County: Menominee
Brought to you by:	High: 39 Low: 26	will be in regards to Brownfield Plan for the Pine Mountain Resort.	Facility Name: Niagara Development Authorized Quantity/Dality & Annual: 100% Authorized Conditions: Only Low-Hazardous Industrial Waste studges; Primary
The Daily News For up to date financial infor- mation go to our website at:w- ww.ironmountaindailynews.com	For detailed weather Information go to our website at: www.ironmountaindailynews. com	Copies of the Plan may be viewed at the Dickinson County Controller, Courthouse, 705 S. Stephenson Ave., Iron Mountain, MI during normal office hours.	Copies of the Plan Amendments may be viewed at the Dickinson County Controller, Courthouse, 705 S. Stephenson Ave., Iron Mountain, MI during normal office hours.

DICKINSON COUNTY BOARD OF COMMISSIONERS REGULAR BOARD MEETING Monday, April 10, 2023 – 6:00 p.m. Courthouse – Circuit Courtroom

- 1. The meeting was called to Order by Chairperson Wender at 6:00 PM.
- 2. Pledge of Allegiance to the Flag of the United States of America was said by all.
- Roll Call was taken by County Clerk Carol Bronzyk and a quorum was present. Present: Chairperson Henry Wender, Vice Chair Barbara Kramer, Commissioners John Degenaer, Joe Stevens and Ann Martin. (5) Absent: None Also, Present: Controller Brian Bousley, County Clerk Carol Bronzyk, Sheriff Scott Rutter and Equalization Director Matt Baumgartner.

The Board welcomed the following student from the Iron Mountain Government class: Benjamin Truong

- 4. Motion by Commissioner Martin seconded by Commissioner Stevens to accept the agenda as written. All Ayes, Motion Carried.
- 5. Motion by Commissioner Kramer seconded by Commissioner Degenaer to approve the following meeting minutes: COW – March 24th Regular – March 27th

Finance – March 30th All Ayes, Motion Carried.

6. <u>COMMUNICATIONS AND LEGISLATION:</u>

- A. Citizens' Time: (Limited to five minutes per person) Chairperson Wender opened the floor to Citizens Time and there was no participation.
 - 1. Public Hearing: Amendment of the Dickinson County Solid Waste Plan
 - A. Motion by Commissioner Stevens seconded by Commissioner Kramer to Close the regular county Board Meeting and open a Public Hearing at 6:02 PM. All Ayes, Motion Carried.

Tony Edlebeck addressed the Board as to the Solid Waste Plan for the landfill known as Niagara Development.

- B. Motion by Commissioner Kramer seconded by Commissioner Martin to close the Public Hearing and go back into the regular County Board Meeting at 6:11 PM. All Ayes, Motion Carried.
- B. Resolutions and Legislation Commissioner Stevens
 - 1. Motion by Commissioner Stevens seconded by Commissioner Degenaer to approve Resolution 2023-8 - Issuance of Revenue Bonds by The Economic Development Corporation of Dickinson County. All Ayes, Motion Carried.

Resolution 2023-8

APPROVAL BY THE BOARD OF COMMISSIONERS OF DICKINSON COUNTY, MICHIGAN April 10, 2023

- WHEREAS, under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), an elected representative of Dickinson County, Michigan (the "County") must approve certain revenue bonds to be issued by The Economic Development Corporation ' of Dickinson County (the "Issuer") in an aggregate principal amount not to exceed \$53,500,000 (the "Bonds"), the proceeds of which will be loaned to International Paper Company, a New York corporation (the "Borrower"); and
- WHEREAS, the proceeds of the Bonds will be used by the Borrower to refinance the costs of certain solid waste disposal facilities (the "Project") at that certain pulp and paper manufacturing mill (the "Mill") located in the County, by refunding the Issuer's Environmental Improvement Revenue Refunding Bond (International Paper Company Project), Series 2018A, currently outstanding in the aggregate principal amount of \$53,500,000 (the "Prior Bonds"); and
- WHEREAS, the County must approve the issuance of the Bonds because it is the governmental unit on behalf of which the Bonds are to be issued by the Issuer and because it is the governmental unit having jurisdiction over the area in which the Project is located; and
- WHEREAS, such elected representative is required to approve the Bonds following a public hearing held in a location which, under the facts and circumstances, is convenient for residents of the County and for which there was reasonable public notice; and
- WHEREAS, the Board of Commissioners of the County (the "Board") is an applicable elected representative of the County because the Board is popularly elected at-large by the voters of the County; and
- WHEREAS, on April 6, 2023, at 6:00 p.m. local time in the Sherriff's Conference Room at the Dickinson County Correctional Center located at 300 East D Street, Iron Mountain, Michigan 49801, the Issuer conducted a public hearing on the Bonds and the location and nature of the facilities to be refinanced with the proceeds of the Bonds, notice of which was published in The Daily News on March 30, 2023.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF DICKINSON COUNTY, MICHIGAN, ACTS AS FOLLOWS:

- 1. The Board hereby approves the issuance of the Bonds:
- (a) the proceeds of which will refinance the Project by refunding the Issuer's Prior Bonds; and
- (b) the maximum principal amount of which will not exceed \$53,500,000.
- 2. The current owner and operator of the Project is Billerud Americas Corporation (or an affiliate thereof), and the Project is located at W6791 U.S. Highway 2, Quinnesec, Michigan 49876.
- 3. This approval is solely for the purpose of complying with, and is to be construed in accordance with, the provisions of Section 147(f) of the Code, and such approval does not constitute an endorsement to a prospective purchaser of the Bonds or the creditworthiness of the Borrower or the Project, and the Bonds shall not constitute an

indebtedness or obligation of the State of Michigan, or of any county, municipal corporation or political subdivision thereof, but the Bonds shall be payable solely from the revenues derived from the Borrower and pledged to the payment thereof and no owner of any of the Bonds shall ever have the right to compel any exercise of the taxing power of said State or any county, municipal corporation or political subdivision thereof, nor to enforce the payment thereof against any property of said State or of any such county, municipal corporation or political subdivision.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Approved as of the date first written above.

BOARD OF COMMISSIONERS OF DICKINSON COUNTY By:

Henry Wender Chairperson Carol Bronzyk County Clerk

7. REPORTS OF STANDING COMMITTEES:

- A. Finance Committee Finance Chairperson Kramer
 - Motion by Commissioner Kramer seconded by Commissioner Stevens to approve the check register from March 24, 2023 to April 6, 2023 in the amount of \$2,333,254.06.
 Roll Call Vote: Commissioners: Kramer Aye

Marun	Ауе	
Stevens	Aye	
Wender	Aye	
Degenaer	Aye	Motion Carried.

- B. A-95 Review Commissioner Kramer-None
- C. Six County Employment Alliance Commissioner Stevens-None
- D. Planning and Zoning Committee Commissioner Kramer
 1. Planning Commission meeting agenda of March 23rd.
- E. DHHS / DICSA Commissioner Kramer
 1. DHHS meeting minutes of March 2nd.
- F. Dickinson-Iron Health Department Commissioner Stevens
 1. Board of Health meeting minutes of February 22nd.
- G. Northpointe Commissioner Martin
 1. Northpointe meeting minutes of March 2nd.
- H. Pinecrest Commissioner Degenaer
 1. Pinecrest meeting minutes of March 2nd.
 Commissioner Degenaer stated the LPNs had a picket today for a wage increase.

- J. Building & Supply/Real Estate-Remodeling Commissioner Degenaer-None
- K. Public Safety and Judiciary Commissioner Wender-None
- L. Parks Committee Commissioner Stevens
 1. LAPP meeting minutes of March 1st.

M. Airport Committee – Commissioner Wender

- 1. Motion by Commissioner Degenaer seconded by Commissioner Stevens to approve the preparing of an RFP for a new hangar build. All Ayes, Motion Carried.
- 2. Letter from State Representative, Greg Markkanen, congratulating Ford Airport Staff.
- N. **Fair Board** Commissioner Degenaer Commissioner Degenaer stated they will be submitting their revised by-laws.
- O. Library Board Commissioner Martin The Library Director Megan Buck in on a personal leave, Renee Augustine is taking over as interim Director.
- P. Employee Relations Commissioner Degenaer-None
- Q. Dickinson County Road Commission Commissioner Wender
 1. DCRC meeting minutes of January 10th.
 2. DCRC meeting minutes of February 14th.
- R. Construction Code Commission Commissionner Degenaer-None
- S. **Bay West Advisory Committee** Commissioner Degenaer Commissioner Degenaer stated they are interviewing 4 applicants for the President position.
- T. Veterans' Affairs Committee Commissioner Stevens Commissioner Stevens stated the Memorial Day presentation will be held back at the Courthouse again this year.
- 8. UNFINISHED BUSINESS & OLD BUSINESS: Commissioner Stevens-None
- 9. **PETITIONS AND NEW BUSINESS:** Commissioner Stevens A. Dickinson County Clerk/Register Deeds monthly report for March.

- B. Motion by Commissioner Stevens seconded by Commissioner Degenaer to approve the second quarter payment request from DC Senior Center in the amount of \$12,500.00. Roll Call Vote: Commissioners:
 - MartinAyeStevensAyeWenderAyeDegenaerAyeKramerAyeMotion Carried.
- C. Motion by Commissioner Stevens seconded by Commissioner Kramer to approve the facility use request from the Dickinson County Community Chorus to host a community concert on July 9, 2023 in the Lake Antoine Park Bandshell. All Ayes, Motion Carried.
- D. Motion by Commissioner Stevens seconded by Commissioner Kramer to approve the second quarter payment request from MCAC in the amount of \$22,500.00. Funds to be disbursed from account number 279-000-700.221. Roll Call Vote: Commissioners: Stevens Aye

Wender Aye Degenaer Aye Kramer Aye Martin Aye Motion Carried.

- 10. Motion by Commissioner Martin seconded by Commissioner Stevens to accept the Committee Reports and Correspondence and place on file. All Ayes, Motion Carried.
- 11. Controller's Report.

Brian stated he met with Tim at the airport and they have had 4,069 enplanements so far this year, it is always busy out there. They met with a person who wants to build their own hangar out there. We also need an employee relations committee meeting. We have a Veterans grant due May 1st and we have been approved for \$71,000, up from \$50,000. Brian stated that Denise and Lacy bring a lot of benefits to the Veterans in this community with the outreach programs and back pay. We have a park meeting Friday and wanted to remind everyone about the UP Commissioners meeting in May. The ME building needs electricity yet, equipment has been ordered, anticipate a May opening.

- 12. Citizen's Time (Limited to five minutes per person) Chairperson Wender opened the floor to Citizens' Time, Mike Bronzyk Quinnesec addressed the Board, he just had a question for the solid waste people as to the road they were looking at into the landfill so they don't have to bring the big trucks through neighborhoods.
- 13. Commissioners' Personal Privilege.

Commissioner Stevens stated that the VSOs have been so great getting the younger Veterans and more women in to help get the benefits they deserve. In tonight's paper there was a article on Line 5, he wants to go on record that he is in favor of line 5. Kingsford Band went to Disney World, Kudos to them, he also stated we have so many good athlete's/coaches/teams in this area GREAT JOB for what you all do. Commissioner Martin asked if there is a Veterans Cemetery and Commissioner Stevens stated no but they would like one.

Commissioner Kramer stated that her and Commissioner Martin have been working on the Spark grant application. The next grant up is for an Electric vehicle charging station. They are excited to be creators of grants for the County.

Commissioner Degenaer stated he would like to thank the Board for giving him the opportunity to be on the Presidential search committee, it was an experience of a life time for him. Commissioner Martin wanted to congratulate the Kingsford high school quiz bowl team on winning the UP championship, the 1st time in history.

14. Motion by Commissioner Degenaer seconded by Commissioner Kramer to adjourn, Subject to the Call of the Chairman at 6:40 PM.

leve

Henry Wender, Chair

Carol Bronzyk County Clerk

L20 836

DICKINSON COUNTY BOARD OF COMMISSIONERS Special Board Meeting Friday, April 21, 2023 – 10:30 a.m. Dickinson County Correctional Center Conference Room

- 1. The meeting was called to Order by Chairman Wender at 10:30 AM.
- 2. Pledge of Allegiance to the Flag of the United States of America was said by all.
- Roll Call was taken by County Clerk Carol Bronzyk and a quorum was present. Present: Chairperson Henry Wender, Vice Chair Barbara Kramer, Commissioners John Degenaer, Joe Stevens and Ann Martin. (5) Absent: None Also, Present: Controller Brian Bousley, County Clerk Carol Bronzyk, Admin Asst. Christy Paul
- Motion by Commissioner Degenaer seconded by Commissioner Kramer to approve the agenda as written. All Ayes, Motion Carried.
- 5. Items before the County Board:
 - A. Motion by Commissioner Kramer seconded by Commissioner Stevens to approve the Dickinson County Solid Waste Plan Amendment, 2022-1. All Ayes, Motion Carried.
 - B. Motion by Commissioner Martin seconded by Commissioner Degenaer to approve Dickinson County Resolution 2023-9.

RESOLUTION 2023-9 APPROVAL OF AMENDMENT 2022-1 TO THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN BY THE DICKINSON COUNTY BOARD OF COMMISSIONERS

WHEREAS; The Dickinson County Solid Waste Planning Committee has reviewed a proposed action to amend the Dickinson Solid Waste Management Plan; and

WHEREAS; On December 6, 2022 the Dickinson Solid Waste Planning Committee called a meeting to review the proposed amendment to the Dickinson County Solid Waste Plan, adopted a resolution and released the proposed language for the requires 90-day public review period, and

WHEREAS; The solid waste plan amendment language was published in the local newspaper of general circulation on December 9, 2022 and the required public comment period was met, and

WHEREAS; The Dickinson County Board of Commissioners conducted a public hearing to take public comment on amendment 2022-1 on April 10, 2023; and

THEREFORE, BE IT RESOLVED; The Dickinson County Board of Commissioners approves Amendment 2022-1 of the Dickinson County Solid Waste Management.

Henry Wender	-Board Chair	Date	Carol Bronzyk - County Clerk
Roll Call Vote	: Commission	ers:	
Kramer	Aye		
Martin	Aye		
Stevens	Aye		
Wender	Aye		
Degenaer	Aye	Motion Carried.	
-	•		

C. Motion by Commissioner Stevens seconded by Commissioner Degenaer to approve the following Dickinson County Employee's expired vacation hours to be extend for ninety (90) days from April 21,

2023. The employees are Tim Howen, Sue Ellis.

There was a discussion as to whether Controller Bousley should be added to this list as he has lost a lot of time. This vote does not include Brian. They do not want this to happen in the future. It was stated that the employee leave time accrued will be included on their check stubs in the near future. Amended Motion:

Motion by Commissioner Stevens seconded by Commissioner Degenaer to approve the following Dickinson County Employee's expired vacation hours to be extended for ninety (90) days from April 21, 2023. All employees will be required to keep track of when their leave time expires. Roll Call Vote: Commissioners:

MartinAyeStevensAyeWenderAyeDegenaerAyeKramerAyeMotion Carried.

D. Motion by Commissioner Martin seconded by Commissioner Stevens to approve the Prosecuting Attorney to hire a new Assistant Prosecuting Attorney at a salary of \$85,000 annually. There was a long discussion. Roll Call Vote: Commissioners:

Stevens	Aye	
Wender	Aye	
Degenaer	-	Nay
Kramer	Aye	Ţ
Martin	Aye	Motion Carried.

E. Motion by Commissioner Stevens seconded by Commissioner Martin to approve the Chief Prosecuting Attorney's salary of \$85,000 annually.

 A long discussion was had.
 Roll Call Vote: Commissioners:

 Wender
 Aye

 Degenaer
 Nay

 Kramer
 Aye

 Martin
 Nay

 Stevens
 Nay

 Motion Failed.

 The Board will have a special meeting to discuss this issue further.

6. Any Other Business

Commissioner Degenaer stated he spoke out at MAFE in re the 1099s our auditor had required us to give to the kids that sold their 4-H animals at our fair. No other fair does this and it is exempt-sale of property and falls under agriculture. Brian will talk to our auditor.

He also stated that at the Legislature days down in Lansing, the State will pay for the premiums, which will be a savings of around \$18,000.00.

Commissioner Martin requested that we have a meeting to discuss item 5 E. It was decided that when Commissioner Stevens returns in 10 days, they will schedule a special meeting. She stated she would like to be notified if/when the new prosecutor accepts the position.

Commissioner Degenaer wanted to let Prosecutor Richards know that they are working on a solution, it will take some time.

7. Citizens' Time: (Limited to 5 minutes per person)

Chairperson Wender opened the floor to Citizens Time Nicholas Ghere wanted to thank the board for their support/approval of the Solid Waste Plan on behalf of Niagara Development and Resolute. Prosecutor Richards stated it is getting hard to find employees wanting to work for the public sector, as there is more money on the defense side. They are recruiting, this is an issue for all of Michigan. Chief Prosecutor Kass has been a loyal employee for 14 years, and that needs to be considered.

8. Motion by Commissioner Kramer seconded by Commissioner Degenaer to adjourn at 11:13 AM.

Chair, Henry Wender

County Clerk, Carol Bronzyk

620 842

TO THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

By action of the Board/Council of <u>City of Jon Mounta</u> Name of City/Township

It is hereby resolved that we <u>Approve</u> Amendment 2023 – 1 to the Dickinson County (Approve/Disapprove)

Appropriate Local Official Clerk/Treasurer

Assessor

Date

TO THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

Resolution #2023/5/15.1

By action of the Board/Council of Kingsford

Name of City/Township

It is hereby resolved that we $\underline{APPNOVE}$ Amendment 2023 – 1 to the Dickinson County (Approve/Disapprove)

Appropriate Local Official Mayor, Joseph Groeneveld

Witnessed By City Manager, Michael Stelmaszek

5/15/23

Date

TO THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

It is hereby resolved that we Approve/Disapprove Amendment 2023 – 1 to the Dickinson County

Appropriate Local Official

Witnessed By

TO THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

By action of the Board/Council of <u>Ralph West Branch</u> Name of City/Township

It is hereby resolved that we <u>APPROVE</u> Amendment 2023 – 1 to the Dickinson County (Approve/Disapprove)

Appropriate Local Official <u>Homesond</u> - Supervisor <u>Homesond</u> - TREASURER

Witnessed By

7-11-2023 Date

TO THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

By action of the Board/Council of SAGOLA COUNTRY Name of City/Township

It is hereby resolved that we Apple VC Amendment 2023 – 1 to the Dickinson County (Approve/Disapprove)

Appropriate Local Official

0 % Witnessed By

5 MAry 202 Date

TO THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

By action of the Board/Council of FELCH TOWNSHIP BOARD Name of City/Township

It is hereby resolved that we APROVE Amendment 2023 – 1 to the Dickinson County

Wand Quer FELCH TWP. CLERK.

Appropriate Local Official

Witnessed B

8/9/2023

Date

8/7/2023. Per township Board meeting approved on Roll Carl Vote. all ayes.

Jame Cem

May 22, 2023

TO: Members of the Township Board

RE: Dickinson County Solid Waste Plan Amendment

The Dickinson County Solid Waste Planning Committee has recommended amending the County Solid Waste Plan to include the Resolute sludges into the Niagara Development Landfill. It had been designated as a trial period to be mixed with Grede's waste sand to fill the lagoons which is a goal specified by EGLE.

This would cement the process into our plan and not be a trial period. At the meeting I attended, the request was not for an increase in trucks or tonnage. One of the issues they had was that Grede does not always have sand available, and they would need to unload it as landfill just a short distance from the lagoon site.

Respectfully Submitted,

Steve Mulka, Superintendent

DICKINSON COUNTY SOLID WASTE MANAGEMENT PLANNING COMMITTEE MEMBERS 2022/2023

Committee member	Area of representation
Mark Gregory	Industrial Waste Generator
Terry Barnes	Solid Waste Management Industry
Steve Coron	Solid Waste Management Industry
Tony Edlebeck	Solid Waste Management Industry
Ray Anderson	Solid Waste Management Industry
Ann Hruska	Environmental Interest Group
Amber Butterfield	Environmental Interest Group
Barbara Kramer	County Government
Jordan Stanchina	City Government
Steve Mulka	Township Government
Dotty LaJoye	Regional Planning Commission
Jack Peterson	General Public
William Rice	General Public
Paul Christy	General Public

PROOF OF PUBLICATION PUBLISHER'S AFFIDAVIT

STATE OF MICHIGAN NOTICE OF PUBLIC MEETING; SOLID WASTE

County of Dickinson

Lori Osieczonek	being duly sworn, deposes and says that he/she is <u>clerk</u>
of THE DAILY NEWS, a newspaper print	ed, published, and circulated in the City of Iron Mountain
and the County of Dickinson, State of Micl	higan; that the annexed printed notice has been duly
published in said newspaper on the	day of MARCH A.D. 2023, and the

succeeding publication on the following dates:

	Signed Lori Osieczonek
Subscribed and sworn to before me this 10 th JENNIFER L FLYNN Notary Public, State of Michigan County of Dickinson My Commission Expires Mar. 29, 2026 Acting in the County of Mickin ASUY	day of APRIL A.D. 2023 Signed Multur LUM Jennifer Flynn Notary Public for Dickinson County, MI Acting in Dickinson County, MI
My Commission expires March 29, 2026	

Dickinson County Solid Waste Planning Committee Friday, April 21, 2023 – 10:00 AM Dickinson County Correctional Center Conference Room

Minutes

- 1. Call Meeting to Order at 10:02 by ANTHONY Edichark
- 2. Pledge of Allegiance
- 3. Roll Call-

Edico est KNDERDON, GREGORY, HENRICH, FOTERFIELD, KRADER

STANCHINA

- 4. Approval of the Agenda: motion by Anton ERGON seconded by Stand Allina ApprovED
- 5. Approval of Meeting Minutes

motion by prover seconded by 350 Approver

6. Citizen Time: (Limited to 5 minutes per person)

CAROL BRONZYK QUEETID-160 PERS & NICK GIERE WINGARD SEPLEINED

AS LIBLE BARE HARAMER.

- 7. Items before the Committee
 - a) Approval Dickinson County Solid Waste Plan Amendment:

Table 1-A: CURRENT IMPORT VOLUME AUTHORIZATION OF SOLID WASTE with the following:

Importing County: Dickinson Exporting County: Menominee Facility Name: Niagara Development Authorized Quantity/Daily & Annual: 100% Authorized Conditions: Only Low-Hazardous Industrial Waste sludges; Primary motion by Burteketer seconded by Hausses Recorded by Hausses

17-12-11-10525 A

8. Other Business

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1

	RAY ANDERGON ASKED ROBETION ARDET TRAFFIC.
	NO CHARE IN TIDAFFIC
9.	Citizen Time: (Limited to 5 minutes per person)
10.	Approval of Meeting Minutes
	motion by STANCHINTS seconded by BKEANED APPROVED
11.	Adjournment at: Scanswink
	motion by STANZHINA seconded by ANOBRYDA
	queen flor
Chair-	Tony Edelbeck Clerk-Jordan Stanchina

RESOLUTION NO. 07242023

RESOLUTION FOR THE APPROVAL OF AMENDMENT 2023-1

TO THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

By action of the Board/Council of Charter Township of Breitung

Name of City/Township

It is hereby resolved that we <u>Approve</u> Amendment 2023 -1 to the Dickinson County (Approve/Disapprove)

Solid Waste Management Plan, prepared pursuant to the Natural Resources and Environmental Protection Act. PA 1994, Act 451 as Amended (NREPA) Part 115, and its Administrative Rules.

Appropriate Local Official

Witnessed By

Date

OFFICIAL CENSUS COUNTS FOR MICHIGAN CITIES, VILLAGES, AND TOWNSHIPS OR REMAINDERS OF TOWNSHIPS, 2010 (*cont.*)

Area Name	Population	Area Name I	Population
Delta County	37,069	Emmet County (Cont.)	
Baldwin township.		Balance of Maple River township	1,149
Bark River township		Petoskey city	
Bay de Noc township		Pleasant View township	
Brampton township		Readmond township.	
Cornell township		Resort township	2,697
Ensign township		Springvale township	
Escanaba city		Mackinaw City village (part)	
Escanaba township		Balance of Wawatam township	
Fairbanks township.		West Traverse township	1,606
Ford River township		Genesee County.	425,790
Garden village		Argentine township	
Balance of Garden township		Goodrich village	
Gladstone city		Balance of Atlas township	
Masonville township		Burton city	
Nahma township		Lennon village (part)	
Wells township		Balance of Clayton charter township	
		Clio city	
Dickinson County		Davison township.	
Breen township		Fenton city.	
Breitung charter township		Fenton charter township	
Felch township		Flint city.	
Iron Mountain city		Flint charter township	
Kingsford city		Flushing city.	
Norway township	. ,	Flushing charter township	
Sagola township		Otisville village	
Waucedah township		Otter Lake village (part)	69
West Branch township		Balance of Forest township	3,769
		Gaines village	
Eaton County.		Balance of Gaines township	
Bellevue village Balance of Bellevue township		Genesee township	
Benton township		Grand Blanc city.	8,276
Brookfield township		Grand Blanc charter township	
Carmel township		Linden city Montrose city	
Charlotte city		Montrose charter township	
Chester township		Mt. Morris city	
Delta charter township	32,408	Mt. Morris township	
Eaton township		Mundy township.	
Eaton Rapids city		Richfield township	
Eaton Rapids township	4,113	Swartz Creek city	
Grand Ledge city (part)		Thetford township	7,049
Hamlin township		Vienna township.	13,255
Kalamo township		Gladwin County	25,692
Lansing city (part).		Beaverton city	
Olivet city	1,605	Beaverton township	
Oneida charter township		Bentley township	844
Potterville city.		Billings township	2,416
Mulliken village		Bourret township	
Balance of Roxand township		Buckeye township	1,308
Sunfield village		Butman township	
Balance of Sunfield township Vermontville village		Clement township	
Balance of Vermontville township		Gladwin city.	
Walton township.		Gladwin township	
Dimondale village.	1,234	Grim township	
Balance of Windsor charter township		Hay township.	
*	· · · · ·	Sage township	
Emmet County		Secord township.	
Bear Creek township	6,201	Sherman township	
Bliss township	620 759	Tobacco township	2,566
Carp Lake township	759		
Cross Village township		Gogebic County	
Friendship township	889	Bessemer city	1,905
Harbor Springs city	1,194	Erwin township	
Alanson village		Ironwood city.	
Balance of Littlefield township	2,240	Ironwood township	
Little Traverse township	2,240	Marenisco township	
Pellston village (part)		Wakefield city.	1.851
		1 1 1	.,
Balance of McKinley township	674	Wakefield township	305

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GOVERNOR

TO:

DEPARTMENT OF ENVIRONMENTAL QUALITY LANSING



C. HEIDI GRETHER DIRECTOR

Mr. Henry Wender, Chairperson Dickinson County Board of Commissioners

FROM: Mr. Jack Schinderle, Director Waste Management and Radiological Protection Division

DATE: September 15, 2017

SUBJECT: Revised Dickinson County Solid Waste Management Plan Amendment Approval Letter to Supersede Letter of August 23, 2017

STATE OF MICHIGAN

Please note that the attached letter approving the Dickinson County Solid Waste Management Plan Amendment, dated September 15, 2017, shall replace the previous approval letter received by you.

The previous letter was sent in error and should be disregarded. The attached letter shall be included in the final approved version of the Dickinson County Solid Waste Plan amendment package filed by the Department of Environmental Quality (DEQ).

If you have any questions, please contact Ms. Amy Lafferty, Environmental Quality Analyst, Sustainable Materials Management Unit, Solid Waste Section, Waste Management and Radiological Protection Division, at 517-242-8324; laffertya@michigan.gov; or DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741.

Attachment

cc/att: Senator Tom Casperson Representative Beau LaFave Mr. Peter Van Steen, CUPPAD Regional Commission Ms. C. Heidi Grether, Director, DEQ Mr. Michael McClellan, Environment Deputy Director, DEQ Ms. Sarah M. Howes, Legislative Liaison, DEQ Ms. Rhonda Oyer, DEQ Mr. Phil Roycraft, DEQ Mr. Jeff Spencer, DEQ Ms. Carolyn St Cyr, DEQ Ms. Amy Lafferty, DEQ\Dickinson County File



RICK SNYDER GOVERNOR

STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

LANSING



C. HEIDI GRETHER DIRECTOR

September 15, 2017

Mr. Henry Wender, Chairperson Dickinson County Board of Commissioners Courthouse P.O. Box 609 Iron Mountain, Michigan 49801

Dear Mr. Wender:

SUBJECT: Revised Dickinson County Solid Waste Management Plan Amendment Approval Letter to Supersede Letter of August 23, 2017

The locally approved amendment to the Dickinson County Solid Waste Management Plan (Plan Amendment) received by the Department of Environmental Quality (DEQ) on January 6, 2017, is hereby approved with modification. The Plan Amendment required modifications were sent to the Dickinson County Designated Planning Agency contact, Mr. Peter Van Steen, on June 23, 2017. The approval of the modifications dated July 11, 2017, were received from you on behalf of the Dickinson County Board of Commissioners.

Based upon the intent of the County, the following modifications were made to the Plan Amendment:

The Selected Solid Waste Management System, found on <u>Page III-1</u>, refers in the second paragraph to the "Dickinson County Solid Waste Processing Center (GAD)." However, the facility is referenced throughout the rest of the Plan Amendment as "Dickinson County Solid Waste Transfer Station." Therefore, to alleviate any confusion the reference to this facility on Page III-1 shall be changed to the "Dickinson County Solid Waste Transfer Station."

The third bullet under the Siting Criteria in the Siting Review Procedures section, found on Page III-28, authorizes and determines that the "Dickinson County Solid Waste Transfer Station (GAD)" is automatically consistent for construction or expansion. However, it shall be noted that the intent of this bullet is to allow this facility to expand as a Type A transfer facility and to allow this facility to become a Processing Facility. Therefore, this bulleted item shall be changed to read as follows: "Construction or expansion of its current operations of the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners, located in Section 33, Township 40 North, Range 30 West, of any means including being permitted as a Processing Facility, is deemed automatically consistent." The Plan Amendment also makes the following changes:

- Allows for the exportation of 100 percent of Dickinson County waste with no conditions to landfills in Ontonagon and Schoolcraft Counties in addition to the already authorized Alger, Delta, and Menominee Counties, so long as the solid waste was transferred through the Dickinson County Solid Waste Transfer Station (GAD).
- Allows for the disposal of low hazard industrial wastes generated within Dickinson County at the existing Niagara Development Type III landfill in Breitung Township.
- Changes references of Champion International Landfill to Verso Quinnesec, LLC, and Champion International to Verso Paper Corporation-Quinnesec Mill in appropriate places in the text.
- Changes references of the name of Great American Disposal Company to its current name of Great American Environmental Services.
- Changes references of the current operating transfer station to Dickinson County Solid Waste Transfer Station (GAD), or subsequent owners, and authorizes automatic consistency for construction or expansion of this facility.

The DEQ would like to thank Dickinson County for its efforts in addressing its solid waste management issues. If you have any questions, please contact Ms. Amy Lafferty, Environmental Quality Analyst, Sustainable Materials Management Unit, Solid Waste Section, Waste Management and Radiological Protection Division, at 517-242-8324; laffertya@michigan.gov; or DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741.

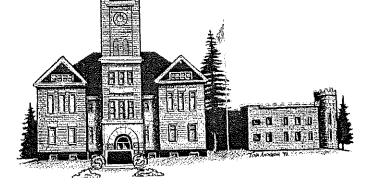
Sincerely.

Jack Schinderle, Director Waste Management and Radiological Protection Division 517-284-6551

cc: Senator Tom Casperson Representative Beau LaFave Mr. Peter Van Steen, CUPPAD Regional Commission Ms. C. Heidi Grether, Director, DEQ Mr. Michael McClellan, Environment Deputy Director, DEQ Ms. Sarah M. Howes, Legislative Liaison, DEQ Ms. Rhonda Oyer, DEQ Mr. Phil Roycraft, DEQ Mr. Jeff Spencer, DEQ Ms. Carolyn St Cyr, DEQ Ms. Amy Lafferty, DEQ\Dickinson County File

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DICKINSON COUNTY BOARD OF COMMISSIONERS



Board Chairman: Henry Wender Vice Chairman: Joe Stevens Commissioners: John P. Degenaer, Jr. Ann Martin Barbara J. Kramer Controller/Administrator: Brian R. Bousley Administrative Assistant: Christy Mattson

July 11, 2017

Ms. Amy Lafferty Sustainable Materials Management Unit PO Box 30241 Lansing, MI 48909-7741

Dear Ms. Lafferty:

As a follow-up to your letter dated June 23, 2017, the Dickinson County Board of Commissioners reviewed and discussed your letter at the July 10, 2017 regular meeting. The Dickinson County Board of Commissioners respectively requests the Michigan Department of Environmental Quality to issue approval of the Dickinson County Waste Management Plan (Plan) Amendment, and agrees with the DEQ administratively in making the modifications as discussed below.

The modifications recommended by the DEQ are:

• The Selected Solid Waste Management System, found on Page III-1 makes reference in the second paragraph to the "Dickinson County Solid Waste Processing Center (GAD)". The facility is referenced throughout the rest of the Amendment as the "Dickinson County Solid Waste Transfer Station". To alleviate any confusion, the reference to this facility on Page III-1 should be changed to the "Dickinson County Solid Waste Transfer Station".

• The third bullet under Siting Criteria in the Siting Review Procedures section, found on Page III-28, authorizes and determines that the "Dickinson County Solid Waste Transfer Station (GAD)" is automatically consistent for the construction or expansion. The intent of the bullet is to allow this facility to expand as a Type A transfer facility and to allow this facility to become a Processing Facility. This bulleted item should be changed to read as follows: "Construction or expansion of its current operations of the Dickinson County solid Waste Transfer Station (GAD) or subsequent owners, located in Section 33, Township 40 North, Range 30 West, of any means including being permitted as a Processing Facility, is deemed automatically consistent."

Should you require additional information, please do not hesitate to contact our office at 906-774-2573.

Best regards,

my Wender

Henry Wender Dickinson County Board of Commissioners

Courthouse, P.O. Box 609, Iron Mountain, Michigan 49801 • Phone: 906.774.2573 • Fax: 906.774.3686



STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

LANSING



C. HEIDI GRETHER DIRECTOR

August 23, 2017

Mr. Henry Wender, Chairperson Dickinson County Board of Commissioners Courthouse P.O. Box 609 Iron Mountain, Michigan 49801

Dear Mr. Wender:

The locally approved amendment to the Dickinson County Solid Waste Management Plan (Plan Amendment) received by the Department of Environmental Quality (DEQ) on January 6, 2017, is hereby approved with modification. The Plan Amendment required modifications were sent to the Dickinson County Designated Planning Agency contact, Mr. Peter Van Steen, on June 23, 2017. The approval of the modifications dated, July 11, 2017, were received from you on behalf of the Dickinson County Board of Commissioners.

Based upon the intent of the County, the following modifications were made to the Plan Amendment:

The Selected Solid Waste Management System, found on <u>Page III-1</u>, refers in the second paragraph to the "Dickinson County Solid Waste Processing Center (GAD)." However, the facility is referenced throughout the rest of the Plan Amendment as "Dickinson County Solid Waste Transfer Station." Therefore, to alleviate any confusion the reference to this facility on Page III-1 shall be changed to the "Dickinson County Solid Waste Transfer Station."

The third bullet under the Siting Criteria in the Siting Review Procedures section, found on <u>Page III-28</u>, authorizes and determines that the "Dickinson County Solid Waste Transfer Station (GAD)" is automatically consistent for construction or expansion. However, it shall be noted that the intent of this bullet is to allow this facility to expand as a Type A transfer facility and to allow this facility to become a Processing Facility. Therefore, this bulleted item shall be changed to read as follows: "Construction or expansion of its current operations of the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners, located in Section 33, Township 40 North, Range 30 West, of any means including being permitted as a Processing Facility, is deemed automatically consistent." The Plan Amendment also makes the following changes:

- Allows for the exportation of 100 percent of Dickinson County waste with no conditions to landfills in Delta, Menominee, Ontonagon, and Schoolcraft Counties, in addition to the already authorized Alger County.
- Allows for the disposal of low hazard industrial wastes generated within Dickinson County at the existing Niagara Development Type III landfill in Breitung Township.
- Changes references of Champion International Landfill to Verso Quinnesec, LLC and Champion International to Verso Paper Corporation-Quinnesec Mill in appropriate places in the text.
- Changes references of the name of Great American Disposal Company to its current name of Great American Environmental Services.
- Changes references of the current operating transfer station to Dickinson County Solid Waste Transfer Station (GAD), or subsequent owners, and authorizes automatic consistency for construction or expansion of this facility.

The DEQ would like to thank Dickinson County for its efforts in addressing its solid waste management issues. If you have any questions, please contact Ms. Amy Lafferty, Environmental Quality Analyst, Sustainable Materials Management Unit, Solid Waste Section, Waste Management and Radiological Protection Division, at 517-242-8324; laffertya@michigan.gov; or DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely,

Jack Schinderle, Director Waste Management and Radiological Protection Division 517-284-6551

cc: Senator Tom Casperson Representative Beau LaFave Mr. Peter Van Steen, CUPPAD Regional Commission Ms. C. Heidi Grether, Director, DEQ Mr. Michael McClellan, Environment Deputy Director, DEQ Ms. Sarah M. Howes, Legislative Liaison, DEQ Ms. Rhonda Oyer, DEQ Mr. Phil Roycraft, DEQ Mr. Jeff Spencer, DEQ Ms. Carolyn St Cyr, DEQ



Central Upper Peninsula Planning And Development Regional Commission

2950 College Ave., Escanaba, MI 49829 • www.cuppad.org • cuppad@cuppad.org Phone: 906-786-9234 • Fax: 906-786-4442

January 3, 2017

Christina Miller Solid Waste Planning, Reporting and Surcharge Coordinator Office of Waste Management and Radiological Protection Department of Environmental Quality P.O. Box 30241 Lansing, MI 48933

Dear Ms. Miller:

RE: Amendments to Dickinson County Solid Waste Management Plan

On behalf of Dickinson County, enclosed are documentation of amendments to the Dickinson County Solid Waste Management Plan:

- 1. The major concepts and changes to the County Solid Waste Management Plan are:
 - To allow for the exportation of 100% of Dickinson County waste with no conditions to landfills located in Delta, Menominee, Ontonagon and Schoolcraft Counties and to allow for the continued exportation of 100% of waste to Alger County. Currently waste is exported to the Wood Island Landfill near Munising in Alger County. This amendment would allow the county other options for waste disposal if it chooses.
 - Change the name of Great American Disposal Company to its current name of Great American Environmental Services and reference of the current operating transfer station to Dickinson County Solid Waste Transfer Station (GAD) in the county solid waste plan. The Committee added the phrase "or subsequent owners" to be placed after the name of the transfer station to reflect, should the situation arise in the future, that future owners/operators of the transfer station would be consistent with the county plan. The amendment language does not change or alter the current situation.
 - At the request of Verso Quinnesec LLC, the plan is amended to change all references from Champion International to Verso Quinnesec LLC, with no change in landfill size, locations or conditions.
 - Additional some grammatical errors or others errors were corrected on the pages being amended.
- 2. The Dickinson County Solid Waste Management Planning Committee actions:
 - a. April 18, 2016 meeting minutes: approval of the amendment language and authorizing the 90-day public comment period. A copy of the signed meeting minutes is attached.
 - b. August 9, 2016 meeting minutes: review and approval of the amendment language forwarding the Amendment language to the Dickinson County Board of Commissioners for approval. This action was taken after the Solid Waste Planning Committee conducted the public hearing on the amendments. A copy of the signed meeting minutes is attached.
- 3. The Dickinson County Board of Commissioners reviewed the Plan Amendment texts at the September 12, 2016 regular meeting. The Board approved the Plan Amendment text for the amendments indicated above. A copy of the signed meeting minutes is attached.

IAN 0 6 2017

DEPARTMENT OF ENVIRONMENTAL QUALITY

- Public hearing notice that was published in the Thursday, July 7, 2016 issue of The (Iron Mountain-Kingsford, Michigan) Daily News. 90-day public comment period notice that was published in the April 26, 2016 issue of The (Iron Mountain-Kingsford, Michigan) Daily News.
- August 9, 2016 meeting minutes of the Dickinson County Solid Waste Planning Committee: comments/discussions of the Public Hearing. Comments received from the MDEQ and Mark Gregory, Verso Corporation are attached.
- 6. The amendment has been approved by seven of the ten municipalities within Dickinson County. The approving municipalities are:
 - a. West Branch Township
 - b. Breen Township
 - c. Norway Township
 - d. Breitung Charter Township
 - e. City of Iron Mountain
 - f. City of Kingsford
 - g. City of Norway

The municipalities from which approval has not been received as of yet are:

- a. Sagola Township
- b. Felch Township
- c. Waucedah Township
- 7. The current membership of the Dickinson County Solid Waste Planning Committee is, appointed by the Dickinson County Board of Commissioners is:

Committee member	Area of representation
Terry Barnes	Solid Waste Management Industry
Darrell Finley	Solid Waste Management Industry
Tony Edlebeck	Solid Waste Management Industry
Ray Anderson	Solid Waste Management Industry
Mark Gregory	Industrial Waste Generators
Ann Hruska	Environmental Interest Group
Amanda Nelson	Environmental Interest Group
Barbara Kramer	County Government
Jordan Stanchina	City Government
John Gaudette	Township Government
Peter Van Steen	Regional Planning Commission
Jack Peterson	General Public
William Rice	General Public
Richard Wales	General Public

Should you have any questions, feel free to contact me at the CUPPAD Regional Commission.

Sincerely, to Jack

Executive Director

Enclosures

Dickinson County Solid Waste Management Planning Committee

Minutes of the April 18, 2016 Meeting (0 Daid 12/28/2016 Approval Signature

- The meeting was called to order by Chairman Tony Edlebeck at 9:05 a.m. at the Dickinson Co Correctional Center Conference Room.
- Roll call. The following committee members were in attendance and a quorum was attained: Barnes (9:15), Edlebeck, Gaudette, Gregory, Hruska, Pascoe, Rice, Stanchina, and Van Steen. Also in attendance: Curt Spears, GAD, and Nick Ghere, Niagara Development.
- 3. Gaudette moved and Stanchina supported acceptance of the agenda with no additions. Motion carried.
- Stanchina moved and Rice supported acceptance of the February 16, 2016 SWMPC Minutes. Motion carried.
- 5. Citizens' Participation Time was opened by the Chair. There was no citizen input.
- 6. Items before the committee:
 - A. Discussion Regarding Request to Update SWMP Language and Process:
 - Central Upper Peninsula Planning and Development (CUPPAD) to aid in the Solid Waste Management Plan (Plan) Amendment Administration: Edlebeck informed the committee that the Dickinson County Board has retained the services of CUPPAD to conduct correspondence with DEQ, draft plan language amendments, oversee public notices and meetings, and facilitate required approval processes. Emma DeGan will be the primary contact with CUPPAD.
 - U.P. landfills available for disposal of Dickinson County household waste and proposed Solid Waste Management Plan changes. In the absence of DeGan, Van Steen identified proposed changes based on motions from the last meeting, review of nomenclature, and DEQ requirements. A draft of amendments was reviewed by the committee (see attached).
 - Several export locations were identified and listed, with correct names. Out of County Disposal: Wood Island Waste Management, Inc. (Alger Co.); Michigan Environs, Inc. (Menominee Co.); Hiawatha Shores Landfill, Inc. (Schoolcraft Co.); Delta County Landfill (Delta Co.); K& W Landfill (Ontonagon Co.) In County Disposal: Niagara Development LLC Landfill, if permitted and licensed as a Type II Landfill.
 - Correct identification of ownership of the Dickinson Co Solid Waste Transfer Station (GAD). Edlebeck noted that the original baler building at the Transfer Station was built and owned by the County but GAD built and licensed the drop off building to the north. This would need to be considered in any new contracts.
 - An option for Niagara Development LLC Landfill to develop a Type II Landfill at the current site to accept Dickinson Co Type II (municipal solid waste), with proper permitting and processes. No import of Type II waste from outside Dickinson Co is allowed under the Plan.
 - Noted a correction to reflect the fact that Niagara Development LLC Landfill is now permitted to accept Construction and Demolition waste.
 - Change all references to Champion International Corp to Verso Quinnesec LLC.
 - The process for Plan amendment was reviewed: 90 day public review period; public hearing- after which the Committee reviews and finalizes recommendations to send to

the County Board; the County Board approves or disapproves; if approved it is sent to local units of government where approval of 67% of units is needed to send the amendment language to the DEQ.

The following motion was generated:

Motion 1: Stanchina moved to accept the Dickinson Type II Waste Amendment, as provided by CUPPAD, but with additional name changes for Verso Quinnesec LLC, and to start the 90 day public notice process. Pascoe supported. A roll call vote was taken. Voting in favor of the motion: Edlebeck, Gaudette, Gregory, Hruska, Pascoe, Rice, Stanchina, and Van Steen. Voting against the motion: Barnes. Motion Passed.

3. GEI Consultants, Inc. Letter of March 11, 2016. In the letter, GEI Consultants provided additional information requested by the Committee related to Niagara Development's requested Plan amendment that would allow Niagara Development LLC Landfill the ability to accept low hazard industrial waste (Type III) from other U.P. counties. On the issue of egress into the landfill, GEI Consultants could not identify any other viable options, other than the existing Lake St access in Quinnesec. Edlebeck provided MDOT National Functional Classification information about the classification of Lake St as a Class A road, eligible for Federal funding. On the question of what the truck traffic increase would be, GEI noted that they expect an increase of 2-4 trucks per day with current potential contracts, which would mean a total of 12-15 trucks per day (compared to 8-11 now.) GEI noted that Niagara Development Inc. owns 800 acres at the Quinnesec site and has received interest in various types of development. Gaudette noted that the Breitung Twp Board has not commented on the issue yet, but that personally he recognizes that the landfill already exists so sees no argument with its intended use.

Motion 2: Stanchina moved to accept a separate Waste Import Amendment to the Plan, which would allow import of Type III waste from all U.P. counties into the Niagara Development LLC Landfill in Quinnesec, with the stipulation of a maximum of 15 truckloads per day and approval by the Committee of additional import contracts on a case by case basis. Gaudette supported. A roll call vote was taken. Voting in favor: Barnes, Edlebeck, Gaudette, Gregory, Hruska, Pascoe, Rice, Stanchina, and Van Steen. Voting against: None. Motion passed.

Motion 3. Gaudette moved and Barnes supported authorizing CUPPAD to initiate the Public Review Period and Amendment Process on April 25, 2016, with a Public Hearing to be set by the SWMPC Chair at the end of the 90 day Public Review. All ayes. Motion passed.

- 7. Other Business: None.
- 8. Citizen's Time: There was no citizen participation.
- 9. Adjournment: Stanchina moved to adjourn the meeting at 9:50 a.m. Gaudette supported. Motion carried.

Submitted by: Ann Hruska, Secretary

Dickinson County Solid Waste Management Planning Committee Minutes of the August 9, 2016 Meeting

- The meeting was called to order by Chairman Tony Edlebeck at 6:30 pm at the Circuit Court Room in the Dickinson County Courthouse.
- Roll call. The following committee members were in attendance and a quorum was attained: Anderson, Barnes, Edlebeck, Finley, Gregory, Hruska, Kramer, Nelson, Rice, Stanchina, and Van Steen.
- 3. Stanchina moved and Anderson supported acceptance of the agenda with no additions. Motion carried.
- 4. Anderson motioned to open the public hearing on proposed 2016 Dickinson County Solid Waste Plan Amendments and Stanchina supported. All in favor; motion carried.
- Edlebeck began the hearing by reading the public hearing notice as it was written and published in the Daily News. Included in the notice was the public hearing location, date, and time in addition to the proposed Amendments, locations to view the Plan Amendments, and how to submit comments.

After the reading of the notice, the floor was open to the public to comment. No comments were received by the public. Van Steen noted that Mark Gregory from Verso submitted a comment stating that the Verso Quinnesec LLC should be referred to as such throughout the Plan Amendment. Also noted from Van Steen were the comments received by the MDEQ on August 2, 2016 with proposed language changes. No other comments were received. A motion to close the public hearing was moved by Barnes and supported by Stanchina. All in favor; motion carried.

- 6. Stanchina moved and Van Steen supported acceptance of previous SWMPC Minutes. Motion carried.
- 7. Items before the committee:
 - A. Discussion Regarding Request to Update SWMP Language and Process.

The MDEQ submitted comments to Emma DeGan, CUPPAD Assistant Planner, with suggested changes to the Plan Amendment Language. A copy of the MDEQ letter sent to DeGan was provided to the committee in addition to a copy of the Proposed Amendments to the DCSWP incorporating the August 2, 2016 MDEQ comments. The committee reviewed each statement in the Amendment that the MDEQ proposed language changes to. Edlebeck read these changes out loud in the order that they appeared on the Amendment.

Hruska and Kramer both commented on the proposed language on Page III-1 bullet point two. The segment of the statement in question reads: "Great American Environmental Services, Inc. will operate under contract with the Dickinson County Solid Waste Management Authority a waste transfer station in Breitung Township, the Dickinson County Solid Waste Transfer Station (GAD)." Hruska and Kramer noted that specifically siting the Great American Environmental Services, Inc. as the entity under contract with the DCSWMA may be limiting. Van Steen commented the legal name of the transfer station is DCSW Transfer Station (GAD) and if language were to be added to the Amendment regarding where transfer stations can be located that would need to be identified in other portions of the Plan and include siting criteria that proposed transfer stations must meet. Stanchina stated that the Authority would have to agree to take waste to another transfer station and Edlebeck commented that if there was a need for an additional transfer station that a request would come up and necessary amendment changes would be made at that time. Finley stated that if GAD does not obtain the contract with the Dickinson County Solid Waste Authority then the transfer station would

be sold back to the Authority. To address this concern, the committee concluded that subsequent owners would be an appropriate addition to the Amendment language to ensure that if there were in GAD holding the contract for the transfer station, that other entities would be included.

On the same bullet point, Page III-1 bullet point two, Stanchina questioned if the asterisk included in the statement was referring to anything. Van Steen responded stating it was an error made while typing that it would be corrected.

On page III-1 bullet point 4, Verso Quinnesec LLC was referred to as Verso Paper Company Quinnesec Mill. The comment received by Mark Greggory stated that Verso Quinnesec LLC should be referred to as such. The language stating Verso Paper Company Quinnesec Mill should be changed to Verso Quinnesec LLC.

Van Steen stated that on page III-1 bullet 5 the comments received by the MDEQ asked to specify if the construction and demolition waste delivered to the Dickinson County Solid Waste Transfer Station (GAD) may come from Dickinson County, or if the C&D waste may be imported from other counties. Because C&D waste to be processed at the Dickinson County Solid Waste Transfer Station (GAD) will not be imported from other counties the sentence refers to such waste being from Dickinson County.

Page III-1 bullet point 6 reads, "Low hazard industrial, and construction and demolition waste generated within the Upper Peninsula may be disposed of at the Niagara Development Type III Landfill, subject to the condition of a maximum of 15 truckloads per day to the landfill." Edlebeck commented that the statement should include measurable restrictions as requested by the MDEQ. Niagara Development LLC determined that such restrictions should be that the truckloads may weigh no more than 24 tons. After requests from Kramer and Stanchina, the committee decided to further clarify the statement by having the measurable restriction read "maximum of 15 truckloads per day with each truck carrying no more than 24 tons of waste." This language is also to be used on page III-2 when referring to the measurable restriction. On the same statement Stanchina noted that Upper Peninsula may not be specific enough and requested that it is referred to as Upper Peninsula of Michigan.

After reviewing page III-1 bullet point 7: "The Dickinson County Solid Waste Management Authority will contract with Great American Environmental Services, Inc. or other selected entities that would best serve their interest to provide labor for all operations at the Dickinson County Solid Waste Processing Center.", Hruska requested to move this statement to the beginning of bullet point 2 as it would help clarify that other selected entities can operate under contract with the Dickinson County Solid Waste Management Authority a waste transfer station.

Van Steen noted that on page III-31 the ultimate disposal area uses were listed incorrectly in the original plan. The ultimate disposal area uses should disclose the potential uses of the disposal areas specified within the Plan after postclosure. It was noted to residential use should be added in addition to the uses currently listed. Edlebeck commented that "in accordance to zoning ordinance" be added follow the list of potential uses.

Hruska asked if the MDEQ will approve the Plan if other counties may not have corresponding information in their plans. Van Steen responded that it is okay and that the next step for Niagara Development LLC is to review and work with other counties to amend their plans. For example, noted Van Steen, Dickinson County will be able to export waste to Schoolcraft County according to the Plan Amendment, but Schoolcraft County will need to amend their Plan to allow the importation of waste from Dickinson County.

Stanchina motioned to approve the proposed Amendment language to the DCSWMP incorporating the August 2, 2016 MDEQ comments and including specifying that subsequent entities may own/operate the Dickinson County Solid Waste Processing Center, referring to Verso Quinnesec LLC as such, and changing the measurable restriction of truckloads to a maximum of 15 truckloads per day with each truck carrying no more than 24 tons of waste; and further moving to send the Amendment language to the Dickinson County Board of Commissioners for approval. Hruska supported. A roll call vote was taken. Voting in favor: Anderson, Barnes, Edlebeck, Finley, Gregory, Hruska, Kramer, Nelson, Rice, Stanchina, and Van Steen. Voting against: None. Motion passed.

Van Steen briefly reviewed the next steps in the Amendment process. If the Dickinson County Board of Commissioners approved the Amendment, it would then be sent on to the local units of government within Dickinson County for approval. 67% of the local units would need to approve the Amendment for it to pass. Kramer suggested that someone from the Solid Waste Management Planning Committee should be present at the Board of Commissioners meeting to answer any questions the board should have.

- 8. Other Business: None
- 9. Citizen's Time: There was no citizen participation
- 10. Adjournment: Barnes moved to adjourn the meeting at 7:25pm. Stanchina supported. Motion carried.

Minutes submitted by: Emma DeGan, CUPPAD

Approval Signature: 12/28/2016

DICKINSON COUNTY BOARD OF COMMISSIONERS **REGULAR BOARD MEETING** Monday, September 12, 2016 - 6:00 p.m. **Courthouse - Circuit Courtroom**

Tape 235

The meeting was called to order by Chairman Wender at 6:00 P.M. 1.

Pledge of Allegiance to the Flag was said by all. 2.

A moment of Silence in memory for Frank Smith, a long time Commissioner, who passed away a few weeks ago.

Roll Call was taken by County Clerk Dolly Cook and a quorum was present. 3. Present: Chairman Wender, Vice Chairman Stevens and Commissioners Degenaer, Kramer and Martin. (5) Absent: None Also Present: County Clerk Dolly Cook, Prosecutor Lisa Richards, Sheriff Scott Celello and Admin Asst Dianah Fayas.

Motion by Commissioner Martin, supported by Commissioner Kramer to accept the agenda as 4. written. All Ayes, Motion Carried.

Motion by Commissioner Kramer, supported by Commissioner Martin to approve the following 5. meeting minutes with one correction to the Finance meeting of August 18th. Under 4. Finance Chair Items, second sentence read: "Commissioner Wender stated Commissioner Stevens is at his Grandsons Wedding It should of read: Commissioner Wender stated Commissioner Stevens is at his Granddaughters Wedding*

Airport Committee - Aug. 12th Special Meeting - Aug. 15th Finance Committee - Aug. 18th Regular Meeting - Aug. 22nd

Degenaer Jr., Kramer, Martin and Wender Ayes, Stevens abstained from approving Finance, August 18 and Regular August 22, 2016 but voted Aye on COW of August 12, and Special of August 15, 2016. Motion Carried.

COMMUNICATIONS AND LEGISLATION: 6.

B.

Citizens' Time: (Limited to five minutes per person)

Chairman Wender opened the floor to Citizens' Time. Dan Carlson, Quinnesec, addressed the Board. He stated he and many others are opposed to the amendments made by the Solid Waste Planning Commission. (He turned in 653 signatures of citizens opposed to the landfill changes which are on file in the County Clerk's Office.) He gave some history on the roads involved. He stated most landfills have been built away from homes and have roads directly to them with no homes, parks or rivers close by. He wants the amendments returned to the Solid Waste Planning Commission.

Mary Dixon, Quinnesec, addressed the Board. She stated she was concerned about the Sports Complex and all the kids who go there. She stated it would be very dangerous. She stated someone told her on a foggy day there is a residue that forms on outside furniture. Eric Spirtas, owner of Niagara Development, addressed the Board. He stated there is no smell coming from the landfill. He stated his employees want to maintain their employment. He stated they will be in compliance. He stated the State of Michigan says this is the cleanest and neatest landfill of its type in Michigan.

Ron Milan, Quinnesec, addressed the Board. He stated now we are on the up and up. He stated we do not want to be the dump for the U.P. He stated they should find a different route for the trucks. He stated we don't want it any bigger and we especially don't want garbage!

There was no other participation.

Resolutions and Legislation -Commissioner Degenaer

Motion by Commissioner Degenaer Jr., supported by Commissioner Stevens to approve Resolution 2016-10 Opposition to New EPA Regulations All Ayes, Motion Carried. See also 10-A below.

Chairman Wender stated he was glad this Board was opposing this legislation.

DICKINSON COUNTY **RESOLUTION 2016-10**

Page 1 of 6

OPPOSITION TO NEW EPA REGULATIONS

WHEREAS, the Dickinson County Board of Commissioners is concerned that Michigan counties have experienced long term and costly delays to road construction projects and also to private projects located in the Upper Peninsula due to the EPA and Army Corps definitions for "Waters of the U.S."

WHEREAS, the U.S. Supreme Court has stated that an applicant spends an average of 788 days of time and \$271,596 to obtain an individual 404 U.S. Corps permit. The Supreme Court chastised these agencies in the 2001 SWANCC case and the 2006 Rapanos case for regulatory overreaching and these agencies have refused to adapt to the pushback they continue to receive from taxpaying landowners.

WHEREAS, the proposed rule, should it become effective, will drain local budgets, hamper business development, increase cost of infrastructure construction and maintenance, and continue an unacceptable level of uncertainty in the permitting processes; and

WHEREAS, these agencies are currently using interpretive guidelines established by the EPA in 2011 and these guidelines do not grant them final authority.

WHEREAS, the EPA now wishes to adopt new regulations which will indeed grant them final authority in matters dealing with waters of the U.S. and will include regulation of man-made ditches, public drains, tributaries, adjacent & neighboring wetlands, ecoregion, significant nexus, surface connection, ground water connection, discharge and possibly much more. Regulation of these latter items had currently resulted in high levels of confusion, delays and increased permitting costs for the applicants. It has also allowed the EPA and Corps to far exceed their applicable regulatory, statutory and constitutional limits. In addition, this regulation is redundant to State wetland regulations that are already in place and mitigate wetland impacts from a prepaid wetland bank of credits for road projects.

NOW, THEREFORE, BE IT RESOLVED That the Dickinson County Board of Commissioners hereby oppose the new EPA proposed regulations that would replace the 2011 interpretive guidelines they are currently following concerning the Clean Waters Act definition for "Waters of the United States."

BE IT RESOLVED That the Dickinson County Board of Commissioners will support EPA and Corps regulation of traditional navigable waters only.

DICKINSON COUNTY BOARD OF COMMISSIONERS

Henry Wender, Chairman

Joe Stevens, Commissioner

John Degenaer, Jr., Commissioner

Ann Martin, Commissioner Barbara Kramer, Commissioner

I, Dolly Cook, the duly appointed, qualified and Acting Clerk of the County of Dickinson, Michigan, do hereby certify that the above extract from the minutes of a Regular meeting of the County Board of Commissioners of Dickinson County, Michigan held on Sept. 12, 2016 is a true and correct excerpt of original minutes related to the matters set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the County of Dickinson, Michigan, Sept. 12, 2016.

Dolly Cook, Clerk

C. Presentation and synopsis by Mr. Tony Edlebeck, Secretary of the Solid Waste Planning Committee, of the Committee's proposed amendments to the Dickinson County Solid Waste Plan.

Tony Edlebeck, Chairman of the SWPC addressed the Board. He handed out a map that

Page 2 of 6

19.589

shows where the landfill is located which is on file in the County Clerk's Office. He went through the landfill history since 2015. He stated there is type three waste going to this site. He further stated they may want a type 2 landfill in the future. He talked about the truck traffic and there would be no other route to be taken. He stated after the 90 day review period, there were no comments and they held a public hearing on August 9, 2016 after publishing the meeting to be held in the Daily News on July 7, 2016. He stated 15 truckloads from 15 counties would be the limit and an unlimited amount from Dickinson County was the decision of the SWPC. He stated the amendments were unanimously approved by the SWPC. (They are listed under 10A in their entirety.)

He stated the SWPC would have 30 days to respond to the Counties concerns. The Board thanked Tony Edlebeck and Tony thanked the Board.

7. <u>REPORTS OF STANDING COMMITTEES:</u>

- A. Finance Committee Finance Chairperson Martin
 - Motion by Commissioner Martin, supported by Commissioner Kramer to approve the monthly bills for August in the amount of \$216,775.44. Roll Call Vote: Commissioners:

10,	
Aye	
Ауе	
Ауе	
Aye	
Aye	Motion Carried.
	Aye Aye Aye

 Motion by Commissioner Martin, supported by Commissioner Stevens to accept the Trial Balance & Budget Status Report from the Treasurer for period ending Aug. 31, 2016.

All Ayes, Motion Carried.

 Motion by Commissioner Martin, supported by Commissioner, Kramer to amend the FY2017 Dickinson County Budget Calendar, to reschedule Sept. 27th's meeting with Department Heads to a later, to be determined date. All Ayes, Motion Carried.

B. A-95 Review – Commissioner Kramer

- Motion by Commissioner Kramer, supported by Commissioner Stevens to recommend favorable approval for theA-95 Review of Iron Mountain/Kingsford Joint Sewage Authority's Wastewater Treatment Plant Improvements. All Ayes, Motion Carried.
 Commissioner Stevens also wanted a letter of support for the project above.
 Commissioner Kramer wanted information on the grant but has not been able to get any.
- C. Crystal Lake Center/YMCA Commissioner Kramer-None
- D. Six County Employment Alliance Commissioner Stevens-None
- E. Planning and Zoning Committee Commissioner Kramer-None
- F. DHHS / Community Services Agencies Commissioner Kramer
 - 1. Department of Health and Human Services meeting minutes of July 25th.
 - 2. DICSA meeting minutes of Aug. 11th.
- G. Dickinson-Iron Health Department Commissioner Stevens 1. Board of Health meeting minutes of Aug. 31st.
- H. Northpointe Commissioner Martin-None
- I. Pinecrest Commissioner Degenaer 1. Pinecrest meeting minutes of July 28th.
- J. Equalization Committee Commissioner Degenaer-None Equalization Director Sid Bray stated Felch Township is in the middle of a re-appraisal project. He stated this is a check on the accessors work.
- K. Building & Supply/Real Estate-Remodeling Commissioner Degenaer-None

L. Public Safety and Judiciary – Commissioner Wender

1. Motion by Commissioner Martin, supported by Commissioner Kramer to approve

FY2017-2021 Cooperative Reimbursement Program agreement with the State of Michigan for child support services provided by the Prosecuting Attorney's office and authorizes the Chairman to sign same. All Ayes, Motion Carried.

- Parks Committee Commissioner Stevens Μ.
 - Fumee Lake Commission meeting minutes of Aug. 3rd. 1.
- Airport Committee Commissioner Wender-None N.
- Fair Board Commissioner Degenaer 0.

1.

- Fair Board meeting minutes of Aug. 23rd. Commissioner Degenaer Jr, stated this fair set a record of \$200,000.00. He stated attendance was 30,000. He thanked the Sheriff for his work at the fair.
- Library Board Commissioner Martin Ρ.
 - Address to the Board by Library Board Chairman Mr. William Cummings. 1. (Bill Cummings read from a handout that is on file in the County Clerk's Office.) He explained all the Library has done with the millage they receive and were asking the Board for their full .90 mills.
 - Motion by Commissioner Martin supported by Commissioner Kramer to approve 2. the request by the Library Board to levy .9 mills for the 2016 winter tax levy. Roll Call Vote: Commissioners:

Kramer	Aye		
Martin	Aye		
Stevens	Aye		
Wender		Nay	
Degenaer Jr.,		Nay	Motion Carried.

Employee Relations Committee - Commissioner Degenaer-None Q.

- Dickinson County Hospital Committee Commissioner Stevens-None R.
- Dickinson County Road Commission Commissioner Wender S. Road Commission meeting minutes of Aug. 9th. 1.
- Construction Code Commission Commissioner Degenaer-None т.
- Bay West Advisory Committee Commissioner Degenaer-None U.
- Citizens' Time: (Limited to five minutes per person) 8.
- Chairman Wender opened the floor to Citizens time. Megan Buck, Iron Mountain addressed the Board. She thanked the Board for their support. She stated there are many goals for the Library. Dale Alessandrini, Iron Mountain, stated kudos on the fair. He told Commissioner Kramer that the Joint Sewage Authority Waste Project is funded by Bonds, not a grant. Paul Killian from GEI Consultants of Green Bay and engineer for Niagara Development stated the size of the landfill will remain the same. He stated they looked at alternative routes and Verso said no but they will still look. He stated Grede is the biggest dumper. Denny Olson, Breitung Township, addressed the Board. He stated he wants to be on record that we have had enough garbage. He stated this was done many years ago. He stated what is there is working and we have to look at alternative routes. He stated we do not want type 2 refuse. UNFINISHED BUSINESS & OLD BUSINESS: Commissioner Degenaer Motion by Commissioner Degenaer Jr., supported by Commissioner Martin to appoint ʻ 9. Α. Tristan Summers (the only applicant) to the Fumee Lake Commission, FUMEE LAKE COMMISSION -Applicants: Tristan Summers One partial term to expire 7/14/2019 All Ayes, Motion Carried Motion by Commissioner Degenaer Jr., supported by Commissioner Kramer to appoint Jack Peterson to the General Public Solid Waste Planning Committee.. SOLID WASTE PLANNING COMMITTEE - Three year terms to expire 6/1/2019 Applicants: Jack Peterson General Public - 3 members All Ayes, Motion Carried. **PETITIONS AND NEW BUSINESS:** - Commissioner Degenaer Motion by Commissioner Degenaer Jr., supported by Commissioner Wender to Deny 10. Α. Uq.sai Page 4 of 6

Dickinson County's Solid Waste Planning Commission's five proposed amendments to the Dickinson County Solid Waste Plan and authorizes the Chairman to execute resolution elative to the same Roll Call Vote: Commissioners:

relative to the	same.	Non Can V	
Martin		Nay	
Stevens		Nay	
Wender	Aye		
Degenaer Jr.,	Aye		
Kramer		Nay	Motion Failed.

- Motion by Commissioner Degenaer Jr.,, to allow for the exportation of 100% of 1. Dickinson County waste with no conditions to landfills in Delta, Menominee, Ontonagon and Schoolcraft Counties and continued exportation of up to 100% of waste to Alger County and approve and authorizes the Chairman to execute resolution relative to the same. Motion Died for lack of support.
- Motion by Commissioner Martin, supported by Commissioner Stevens to allow for 2. the exportation of 100% of Dickinson County waste with no conditions to landfills in Delta, Menominee, Ontonagon and Schoolcraft Counties and continued exportation of up to 100% of waste to Alger County and approve and authorize Chair to execute resolution relative to same. Roll Call Vote: Commissioners: A 110

Stevens	Aye		
Wender	Ауе		
Degenaer Jr.,		Nay	
Kramer	Aye		
Martín	Aye		Motion Carried.

Motion by Commissioner Stevens, supported by Commissioner Kramer to deny for 3. the siting of a Type II landfill by Niagara Development LLC on their lands located in Section 13, Township 39 North, Range 30 West Breitung Township, for disposal of Dickinson County household (Type II) waste and approve and authorizes the Chairman to execute resolution relative to the same. (The landfill would only be allowed to be constructed if permitted, licensed and constructed in accordonce with Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended.) Roll Call Vote: Commissioners: w

Wender	Aye	
Stevens	Aye	
Martin	Aye	
Kramer	Aye	
Degenaer Jr.,	Aye	Motion Carried.

Motion by Commissioner Martin, supported by Commissioner Kramer to approve 4. changing the name of Great American Disposal Company to its current name of Great American Environmental Services and reference of the current operating transfer station to Dickinson County Solid Waste Transfer Station (GAD), add the phrase "or subsequent owners" to be placed after the name of the transfer station to reflect, should the situation arise in the future, that future owners/operators of the transfer station would be consistent with the county plan and approve and authorizes the Chairman to execute resolution relative to the same. Roll Call Vote:

S:	
Aye	
Aye	
Aye	
Aye	
Ауе	Motion Carried.
	Aye Aye Aye

Motion by Commissioner Stevens, supported by Commissioner Kramer to approve 5. changing all references in the Plan of Champion International to Verso Quinnesec LLC and approves and authorizes the Chairman to execute resolution relative to the same. (There is no change in landfill size, locations or conditions.) Roll Call Vote: Commissioners:

Commonioner			
Kramer	Aye		
Martin	Aye		
Stevens	Aye		
Wender	Aye		
Degenaer Jr.,	Aye	•	Motion Car

rried

6. Motion by Commissioner Degenaer Jr., supported by Commissioner Martin to deny for the importation of Type III wastes from the 14 Upper Peninsula counties for disposal at the existing Niagara Development Type III landfill in Breitung Township, with the maximum of 15 truckloads per day with each truck carrying no more than 24 tons of waste to the landfill and approve and authorizes the Chairman to execute resolution relative to the same. Roll Call Vote: Commissioners:

Stevens	Aye	
Wender	Aye	
Degenaer Jr.,	Aye	
Kramer	Aye	
Martin	Aye	Motion Carried.

- B. Motion by Commissioner Degenaer Jr. supported by Commissioner Kramer to approve the request from Ontonagon County for a letter of support to keep the White Pine Power Plant online and generating electricity. All Ayes, Motion Carried.
- C. Motion by Commissioner Degenaer Jr., supported by Commissioner Stevens to approve the request from the County Clerk to advertise for upcoming appointments to the Fumee Lake Commission, the Department of Human Services Board, various Solid Waste Planning Committees and any other committee vacancies. All Ayes, Motion Carried.
- 11. Motion by Commissioner Martin supported by Commissioner Kramer to accept the Committee Reports and Correspondence and place on file. All Ayes, Motion Carried.
- 12. Controller's Report.-None
- 13. Commissioners' Personal Privilege. Commissioner Stevens thanked Dale Alessandrini and BJ Outdoor Services for their work on the basketball Court and Barb Kramer for writing the grant and Eric for his help at Lake Antoine Park. Motion by Commissioner Martin, supported by Commissioner Kramer to do a resolution for Tom Izzo and his induction into the National Basketball Hall of Fame. All Ayes, Motion Carried. Chairman Wender stated we have hired a new controller and his name is Brian Bousley and he is currently the controller in Menominee and he will start on October 3, 2016.
- 14. Motion by Commissioner Degenaer Jr., supported by Commissioner Kramer to adjourn, Subject to Call of Chairman. At 7:16 P.M.

Page 6 of 6

dejeks wender

Henry Wender Chairman

Dolly L Coope, County Clerk

Lla 593

Class of 1964

DAILY RECORD

Obituaries

Eileen J. Ponzio

NIAGARA, Wis. Eileen J. Ponzio, 89, of Niagara, passed away Thursday, March 24, 2016, at Maryhill Manor in Niagana.

Graveside Services will be held Saturday, July 9. 2016, at 11 a.m. at the Niagara Cemetery, Rev. Fr. Matt Settle will officiate. The family has chosen

the Jacobs Funeral Home, Niagara Chapel to honor Eileen's legacy of life. You may light a candle

in remembrance of Eileen pr.leaxe, a condolence for

Sunday	Mostly
3 reges	Sunny
3rt	High: 81
85581	Low; 57
Monday	Mostly
Just -	Sunny
3 ret	High: 81
	Low: 60

site at: ironmountaindailynews.com

Stocks of Local Interest

Apple	
BP PLC	35.57D0.33
Charter	232 28U1 01
Clev. Cliffs	5.81U0.22
Ford Motor C	o. 12.57U0.17
General Elec	Co.31.74U0.29
General Motor	rs 28,40U0.23
Google	.697.77U3.28
Home Depot.	.131.57U2.22
Harley Davids	ion47.49D0.88
18M	.152.37U0.69
Intel Corp	
Intl Paper Co.	41.96U0.20
Johnson Contr	
J. C. Penney	
Kimb.DClark.	
Louis. Pac	17.68U0.29 orp120.63D0.13
McDonald's C	orp120.63D0.13
Microsoft	
Proct. & Gam	.85.03D0.41
Pentair	
Quanta Serv I	nc.23.46U0.42
Rio Tinto PLC Sears	
Sears	13.14U0.16
Super Valu	
AT&T, Inc	
Twitter Inc	
Verso Corpora	
Walgreen Co.	
We Energies .	
Wendy's	9.63U0.05
Wells Fargo	46.65U0.44
Wal-Mart	73.82U0.68
Washington Pr	ost Co. D 0.00
WestRock Com	pany37.42U0.38
U.S.X Corp	_17.95U0.31

Brought to you by: The Daily News and Marc J. Mogan, Financial Advisor, Mogan, McKinnon and Associates A Financial Advisory practice of Ameriprise nancial Services, Inc. 110 East B Street Iron Mountain MI 49801 906-774-5002 **Ameriprise Financial** Services, Inc. Member FINRA & SIPC For up to date financial informs tion visit our website at: .ironmonstaladailyaeva.



The Peterson Family, in the memory of Jeff and Buzz (Lloyd) Peterson, each year since 2010, has awarded one \$500 scholarship. The appli-cant must have played on a KHS boys or girls athletic team with at least three years on the same team. One of the years must be in his or her senior year. This year's recipient is Samuel Santi. Sam will be attending St. Norbert College. Presenting the award at this year's KHS Scholarship Banquet Is Linda Michaud.

Kezar scholarship

The Vera Ruth Kezar Memorial Scholarship was

nursing school at Michael Reese Hospital in Chicago in 1948. She went on to graduate school at the University of Illinois through 1953.

She worked as the University or market through 1953. She worked as the Nurse and Utilization Coordi-nator at the VA Medical Center for 32 years before retiring. This scholarship was established to make a positive difference in the nurshing pro-fession by awarding a scholarship to an individ-

ual pursuing a bachelor of science degree in nursing. This year, one \$500 scholarship was

awarded to Lauren Jayne. Presenting the award

at the Kingsford High School Scholarship Ban-

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quet is Lisa Harry, KHS guidance counselor

Grammy Award

Winning Tenor

LARRY FORD

will be appearing

JULY 9TH

at 6:00 PM

FIRST COVENANT

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Iron Mountain

774-5611

blished in 2008. Mrs. Kezar graduated from

Class of 1987



son, Everett James, born June 3, at Dickinson County Memorial Hospital in Iron Mountain, Weight was 9 pounds, 5 ounces. Grandparents are Mark and Becky Trulock of Iron Mountain, Ken and Denise Gauthier of Cape Coral, Fla., and Jim and Debbie Wahoviak of Iron Mountain, Greatgrandparents are John and Diane Aune of Iron Mountain, Bob and Kathy Trulock of Kingsford, Larry and Maria Monosso of Kingsford and Bob and Mary Ann Wahoviak of Iron Mountain.

AZARIA MICHAUD

Tiffany and Branden Michaud of Powers, a

daughter, Azaria Mia, born

June 4. at Dickinson Coun-

ty Memorial Hospital in

Iron Mountain. Weight was 7 pounds, 6 ounces, Grandparents are James and Jodi

Perryman of Berlin, Wis., Kevin and Robyn Tichelaar

of Powers, Julie Hacker of

Escanaba, Tim Britton of Powers and Roger Michaud of Green Bay, Wis. Great-

grandparents are Gerald and Darlene Gagne of Spalding,

Helga Perryman of Escana

ba and Gordon and Sharl Cayer of Rock.

Ameriprise 😋

Zann, born June 7, at Dick inson County Memorial Hospital in Iron Mountain. Weight was 8 pounds, 2 ounces. Grandparents are George and Sandy Zahn of Florence. Great-grandmother is Dorthy Stankavitch of Iron Mountain.



Shamion of Crystal Falls, a daughter, Ava Rylee, born June 7, at Dickinson County Memorial Hospital in Iron Mountain. Weight was 7 pounds, 5 ounces. Grandpar-ents are John and Charlotte Lortie of Crystal Falls, Eric Sundquist of Crystal Falls, and Jerry and Christine Shamion of Iron River.

PUBLIC HEARING NOTICE

DICKINSON COUNTY SOLID WASTE MANAGEMENT PLANNING COMMITTEE AMENDMENT TO THE DICKINSON COUNTY

SOLID WASTE PLAN

The Dickinson County Solid Waste Management Planning Committee will be conducting a Public Hearing on proposed amendments to the Dickinson County Solid Waste Management Plan. The Public Hearing will be held: TUESDAY, ALGUST 9, 2016 6:39 P.M. Clevelt Court Room, Dickinson County Courtheane, Iron Mountain, MJ

At the conclusion of the Public Hearing, the Dickinson County Solid

Waste Maragement Planning Committee will convene in regular session review comments enceived and take action on proposed amendments. The Amendments being proposed are: Allow for the experiation of 100% of Dickinson County waste with

- e Amendenetis being proposed are: Allow for the exportation of 100% of Dickimon County waste with iso conditions to landfills in Delta, Menominer, Ontoragon and Schoolorsh Counties. (Currently the Plan allows for the exportation of 100% of waste to Ager County, which will still be allowed.) Allow for the siting of a Type II landfill by Niagara Development, LLC on their lands located in Section 13, Town 39 North Range 30 West, Breizung Township, for disposal of Dickimon County bousehold waste.
- accurences waste. Allow for the importation of Type III wastes from the 14 Upper Penintula coatties for disposal at the existing Niagara Development Type III landfill in Breitung Township, subject to a maximum of 15 twokload per day to the landfill.
- Type in another in the state of the state of

opies of the Plan Amendments may be viewed at the following locati ring normal office hours:

Dickinson County Controller, Courth 705 S. Stephenson Ave., Iron Mountain, MI Dickieson County Library, 401 Iron Mountain Street, Iron Mountain, MI

Solomonson Branch Library, 620 Section Street, Norway, MJ

CUPPAD Regional Commission, 2950 College Avenue, Escanaba, MI

The Public is encouraged to antend and present comments on the Plan Amendment. Written comments may be submitted to and addressed to Dickianon Courty Solid Watter Plan Amendment, vio CUPPAD Regional Commission, 2950 College Avenue, Escanaba, MI 49829.

Lottery

MADISON, Wis. (AP) These Wisconsin lotteries were drawn Wednesday: 5 Card Cash: QC-KS-4C-3H-8S; Megabucks: 19-22-29-38-42-45; SuperCash: 10-12-17-28-29-36, Doubler: N; Badger 5: 04-11-12-15-25; Daily Pick 3: 4-3-3; Dai-ly Pick 4: 8-6-0-1

ORLANDO, Fla. (AP) -The winning numbers in Wednesday evening's draw-ing of the "Powerball" game were: 02-24-31-57-66, Powerball: 18, Power Play: 3 Estimated jackpot: \$257 million

DETROIT (AP) - These Michigan lotteries were drawn Wednesday: Classic Lotto 47: ounces. Grandparents are Ken and Sue Coombe of Iron Mountain and Dick and Karin Iverson of Viroqua, Wis. Great-grandparents are Kay and the late Mark LeClaire of Kingsford and Ken and the lac Marilyn Coombe of Kingsford.



BRAYDON THOMAS

Maygen Alm and John Thomas of Iron Mountain, a son, Braydon Alan Thomas, born June 9, at Dickinson County Memorial Hospital in Iron Mountain. Weight was 7 pounds, 4 ounces, Grandparents are Dennis and Tina Martinson of Kingsford, David and Thea Mianecki of Minocqua, Wis., and Jim and Janice Lowe of Norway.

AVA SHAMION

Megan and Ryan



ADVERTISING NEWS Fox's Sean Hannity at center of bitter campaign competition

By DAVID BAUDER **AP** Television Writer

NEW YORK (AP) Sean Hannity is getting a bruising reminder that this year's presidential campaign defies traditional political rules. The Fox News Channel

and radio host had a nasty spat with Sen. Ted Cruz this past week, following criticism from both the left and right about his interviews with Donald Trump, Fox also aired the odd spectacle of Hannity sitting oustage with Tramp as an audience booed lustily at the mention of Fox colleague

Megyn Kelly's name. In an election year when cable news networks are amplified by the conservative, enjoying a bump in viewership, Hannity is a key man for Fox, and his audience is growing more quickly than Kelly's and Bill O'Reilly's. They precede Hannity in didate would help people eco-Fox's prime-time lineup.

Hannity available for an interview for this story.

Hannity's relationship

a story that wondered how Hannity had been able to interview Trump so much you say to them?" without making news, and quoted exchanges that depict-

ed a friendly relationship. Trump had been a guest on Hannity's Fox show 32 times before last week's town hall in Pittsburgh, according to the host's records.

Hannity has said on his radio show that he does not support one Republican over another.

The attack didn't seem to surprise Hannity, who noted the website's ties to Hillary Clinton supporters. The story, however, was picked up and

anti-Trump website Redstate.com. During Hannity's recent Trump interview, he pressed co Rubio, another dropout, for specifics on how the cannomically in that part of the

Fox declined to make country and how his Mideast policies would differ from President Barack Obama's

About Trump's claims that with Trump became an issue some delegates were being when the liberal website snatched. Hannity said

We're here for

your home

improvement

needs! LIVIAL

sall Communities Since 1981!

State Bank of Florence

NURSING & REHABILITATION

COMMUNITY

Thinkprogress.org published "Clearly there are people who logged more interview time Hannity replied. "Every time want to circumvent and disenfranchise the voters. What do He asked him to detail

Clinton's weaknesses, and Trump to reveal what unflattering nickname he would try to stick on Clinton like he did with "Lyin' Ted" Cruz.

first to know.

By Hannity's count, Cruz had appeared on his television show 34 times since Cruz announced his candidacy. Ohio Gov. John Kasich, still in the race, and Kentucky Sen. Rand Paul, who is not, had been on the show 20

times, with Florida Sen. Marmaking 19 appearances.

than any other candidate more than 188 minutes on the air. Trump's 112 minutes were third behind Rubio.

"I'm just going to remain there was an uncomfortable neutral and give you access to candidate." moment where he asked the candidates, because no one else is doing it," Hannity said. "At the end of the day, if it's Cruz or Trump who is the nominee, I'm going to sup-Trump wouldn't say, but port them because it would be promised Hannity he'd be the a disaster if Hillary Clinton becomes president

emingly made a reference to s critics in a radio inter-Hannity view, the host flashed annovance.

After Cruz called a Hanniquestion about the fight for delegates part of a silly media obsession, Hannity pressed the point.

Rubio, another dropout, Rubio, another dropout, aking 19 appearances. On h is r a d io s h o w, rough last week, Cruz had "You've got to stop," through last week, Cruz had

SPIGARELLI

EXCAVATING

Basements + Boad Building

I have you on the air and I ask you a legitimate question, you on the air more than any other motion with his arms.

tive makes no secret of his for Fox views, and he appeals to a like-minded audience.

In last week's Trump interview, when Hannity asked many Hannity fans are siding about the candidate's private with the GOP front-runner neeting at Trump Tower with When Cruz this past week Kelly on April 13, the pro-mingly made a reference to Trump crowd booed at the nention of her name. Kelly has come under constant criticism from Trump since she asked him a question he didn't like last summer.

Neither man spoke about the audience's reaction Trump smiled, Hannity, who throw this in my face, and I'm was largely off camera, eetting sick of it. I've had you appeared to make a "stop"

It was an audible manifes-The unabashed conserva- tation of a delicate problem

Kelly, Fox's brightest new star, has come under relentless criticism from Trump, and instead of the network long loved by Republican viewers. Given that Trump seems

to feel comfortable on Hannity's show, the veteran talk show host is an important asset for Fox in a combustible campaien.

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- HURRY -New Winners Every Day 5 Lucky Winners Daily.

Extra signs now available at The Daily News office

1805 West Pyle Drive • Kingsford, MI 49802 NOTICE OF PUBLIC HEARING FELCH TOWNSHIP PROPOSED ZONING ORDINANCE UPDATE AMENDMENT

Previding Physical, Occupational & Sparch Therapy 7 Days & Hirek

Pease take notice that the Feich Township Planning Commission will hold a public hearing on Tuesday May 10, 2016 at 6:00 p.m. at the felch Township Community Center located at W4243 State Highway Felch Township Community Center located at W4243 State Hi M69, Felch, Michigan 49831. The purpose of the hearing is to commonts from revidents, property owners and the general public regarding a proposal zoning ordinance update amendment which addresses much of the text of the zoning ordinance and partions of the zoning map.

The update, adds and revises some definitions, non The optimizant uses in all districts, adds a number of conditional use regulations amends the schedule of regulations, adds a number of regulation, incorporates the private road requirments, site plan review requirments, incorporates condominian development and non-conforming use and structure regulations, provides for

administration and enforcement, the social or regulations, provides for interpretation, severability, no vested rights, penalties, effective date, and planning commission authorities and adds a new article regarding tendments and reasoning. Finally, the existing zoning map is also updated.

A copy of the full text of the proposed sime opy or neural needs of the product of the Felch Township Hall by posisitivent. Writen comments are also encouraged and will be reived at Felch Township, P.O. Box 187, Felch, MI 49831-0187 util the close of business on Tuesday May 10, 2016.

Randy Oman, Chairperson Felch Township Planning Comm

SATURDAY, APRIL 30 #2607 • 57711 Chaple 51 Florence, WI + 715-528-4833 25

> DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

AMENDMENT TO THE COUNTY PLAN The Dickinson County Solid Waste Management Planning Complities is in the

receipts of emerging the current solid water plan. A 90-day Pathic Review Period enablished from Agril 25, 2016 until July 25, 2016. A Public Hearing on the transferents will be held after the Public Review Period has ended at a time and ce to be de

The Amendments being prop ed an

- Allow for the exportation of 100% of Dickinson County water with no conditions to landfills in Delta, Mesononee, Granagon and Schoolers Controls. (Currently the Plan allows for the exportation of 100% of water to Algor County, which will util be allowed.) Allow for the siting of a Type II landfill by Niagam Development, LLC on
- Anow to the using us 17pt 11, Town 39 North Range 30 West, Brentung Towning, for disposal of Dickinson Courty Instehold water. Allow for the importation of Type III waters from the 14 Upper Periodic
- counties for disposal at the existing Ningara Development Type III landfill in Breitung Township, subject to a maniesan of 15 trackloads per day 30 the landfill.
- es of Champion International Landfill to Versio Out Charge restricted of Chargeon International Exector in Versi Quentrete: LLC and Chargeon International in Verso Corporation-Quarteries Mill in appropriate places in the text. (No charge in landfill size, location or conditions are proposed.)
- eies of the Plan Amendments may be viewed at the following locations during al office hours
- Dickinson County Controller, Coarthouse, 765 S. Stephenson Ave. Iron Mogentain, MI
- Prov Moustenia, MI Dickinson County Library, 401 Ison Missattain Storet, Ison Moustain, M Schemennon Brauch Library, 620 Section Street, Narway, MI CUPPAD Regional Commission, 2950 College Average, Escandra, MI
- Comments on the Plan Amendment may be submitted to and addressed to

Dickinson County Solid Waste Plan Amendment, CUPPAD Regional Commission, 2950 Callege Ave., Escanaba, MI 49829

Screened Topsoil · Gravel Licensed and Insured . Free Estimates Cell: 906-396-1825

Dickinson County Solid Waste Management Planning Committee Minutes of the August 9, 2016 Meeting

- The meeting was called to order by Chairman Tony Edlebeck at 6:30 pm at the Circuit Court Room in the Dickinson County Courthouse.
- Roll call. The following committee members were in attendance and a quorum was attained: Anderson, Barnes, Edlebeck, Finley, Gregory, Hruska, Kramer, Nelson, Rice, Stanchina, and Van Steen.
- 3. Stanchina moved and Anderson supported acceptance of the agenda with no additions. Motion carried.
- 4. Anderson motioned to open the public hearing on proposed 2016 Dickinson County Solid Waste Plan Amendments and Stanchina supported. All in favor; motion carried.
- Edlebeck began the hearing by reading the public hearing notice as it was written and published in the Daily News. Included in the notice was the public hearing location, date, and time in addition to the proposed Amendments, locations to view the Plan Amendments, and how to submit comments.

After the reading of the notice, the floor was open to the public to comment. No comments were received by the public. Van Steen noted that Mark Gregory from Verso submitted a comment stating that the Verso Quinnesec LLC should be referred to as such throughout the Plan Amendment. Also noted from Van Steen were the comments received by the MDEQ on August 2, 2016 with proposed language changes. No other comments were received. A motion to close the public hearing was moved by Barnes and supported by Stanchina. All in favor; motion carried.

- 6. Stanchina moved and Van Steen supported acceptance of previous SWMPC Minutes. Motion carried.
- 7. Items before the committee:
 - A. Discussion Regarding Request to Update SWMP Language and Process.

The MDEQ submitted comments to Emma DeGan, CUPPAD Assistant Planner, with suggested changes to the Plan Amendment Language. A copy of the MDEQ letter sent to DeGan was provided to the committee in addition to a copy of the Proposed Amendments to the DCSWP incorporating the August 2, 2016 MDEQ comments. The committee reviewed each statement in the Amendment that the MDEQ proposed language changes to. Edlebeck read these changes out loud in the order that they appeared on the Amendment.

Hruska and Kramer both commented on the proposed language on Page III-1 bullet point two. The segment of the statement in question reads: "Great American Environmental Services, Inc. will operate under contract with the Dickinson County Solid Waste Management Authority a waste transfer station in Breitung Township, the Dickinson County Solid Waste Transfer Station (GAD)." Hruska and Kramer noted that specifically siting the Great American Environmental Services, Inc. as the entity under contract with the DCSWMA may be limiting. Van Steen commented the legal name of the transfer station is DCSW Transfer Station (GAD) and if language were to be added to the Amendment regarding where transfer stations can be located that would need to be identified in other portions of the Plan and include siting criteria that proposed transfer stations must meet. Stanchina stated that the Authority would have to agree to take waste to another transfer station and Edlebeck commented that if there was a need for an additional transfer station that a request would come up and necessary amendment changes would be made at that time. Finley stated that if GAD does not obtain the contract with the Dickinson County Solid Waste Authority then the transfer station would

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be sold back to the Authority. To address this concern, the committee concluded that subsequent owners would be an appropriate addition to the Amendment language to ensure that if there were in GAD holding the contract for the transfer station, that other entities would be included.

On the same bullet point, Page III-1 bullet point two, Stanchina questioned if the asterisk included in the statement was referring to anything. Van Steen responded stating it was an error made while typing that it would be corrected.

On page III-1 bullet point 4, Verso Quinnesec LLC was referred to as Verso Paper Company Quinnesec Mill. The comment received by Mark Greggory stated that Verso Quinnesec LLC should be referred to as such. The language stating Verso Paper Company Quinnesec Mill should be changed to Verso Quinnesec LLC.

Van Steen stated that on page III-1 bullet 5 the comments received by the MDEQ asked to specify if the construction and demolition waste delivered to the Dickinson County Solid Waste Transfer Station (GAD) may come from Dickinson County, or if the C&D waste may be imported from other counties. Because C&D waste to be processed at the Dickinson County Solid Waste Transfer Station (GAD) will not be imported from other counties the sentence refers to such waste being from Dickinson County.

Page III-1 bullet point 6 reads, "Low hazard industrial, and construction and demolition waste generated within the Upper Peninsula may be disposed of at the Niagara Development Type III Landfill, subject to the condition of a maximum of 15 truckloads per day to the landfill." Edlebeck commented that the statement should include measurable restrictions as requested by the MDEQ. Niagara Development LLC determined that such restrictions should be that the truckloads may weigh no more than 24 tons. After requests from Kramer and Stanchina, the committee decided to further clarify the statement by having the measurable restriction read "maximum of 15 truckloads per day with each truck carrying no more than 24 tons of waste." This language is also to be used on page III-2 when referring to the measurable restriction. On the same statement 5tanchina noted that Upper Peninsula may not be specific enough and requested that it is referred to as Upper Peninsula of Michigan.

After reviewing page III-1 bullet point 7: "The Dickinson County Solid Waste Management Authority will contract with Great American Environmental Services, Inc. or other selected entities that would best serve their interest to provide labor for all operations at the Dickinson County Solid Waste Processing Center.", Hruska requested to move this statement to the beginning of bullet point 2 as it would help clarify that other selected entities can operate under contract with the Dickinson County Solid Waste Management Authority a waste transfer station.

Van Steen noted that on page III-31 the ultimate disposal area uses were listed incorrectly in the original plan. The ultimate disposal area uses should disclose the potential uses of the disposal areas specified within the Plan after postclosure. It was noted to residential use should be added in addition to the uses currently listed. Edlebeck commented that "in accordance to zoning ordinance" be added follow the list of potential uses.

Hruska asked if the MDEQ will approve the Plan if other counties may not have corresponding information in their plans. Van Steen responded that it is okay and that the next step for Niagara Development LLC is to review and work with other counties to amend their plans. For example, noted Van Steen, Dickinson County will be able to export waste to Schoolcraft County according to the Plan Amendment, but Schoolcraft County will need to amend their Plan to allow the importation of waste from Dickinson County.

Stanchina motioned to approve the proposed Amendment language to the DCSWMP incorporating the August 2, 2016 MDEQ comments and including specifying that subsequent entities may own/operate the Dickinson County Solid Waste Processing Center, referring to Verso Quinnesec LLC as such, and changing the measurable restriction of truckloads to a maximum of 15 truckloads per day with each truck carrying no more than 24 tons of waste; and further moving to send the Amendment language to the Dickinson County Board of Commissioners for approval. Hruska supported. A roll call vote was taken. Voting in favor: Anderson, Barnes, Edlebeck, Finiey, Gregory, Hruska, Kramer, Nelson, Rice, Stanchina, and Van Steen. Voting against: None. Motion passed.

Van Steen briefly reviewed the next steps in the Amendment process. If the Dickinson County Board of Commissioners approved the Amendment, it would then be sent on to the local units of government within Dickinson County for approval. 67% of the local units would need to approve the Amendment for it to pass. Kramer suggested that someone from the Solid Waste Management Planning Committee should be present at the Board of Commissioners meeting to answer any questions the board should have.

- 8. Other Business: None
- 9. Citizen's Time: There was no citizen participation
- 10. Adjournment: Barnes moved to adjourn the meeting at 7:25pm. Stanchina supported. Motion carried.

Minutes submitted by: Emma DeGan, CUPPAD

Approval Signature: A Conte: 12/28/2016



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STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY LANSING



KEITH CREAGH

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August 2, 2016

Ms. Emma DeGan, Assistant Planner Dickinson County Designated Planning Agency Contact 2950 College Avenue Escanaba, Michigan 49829

Dear Ms. DeGan:

SUBJECT: Dickinson County (County) Solid Waste Management Plan (Plan) Amendment

The Department of Environmental Quality (DEQ), Office of Waste Management and Radiological Protection (OWMRP), has received and reviewed the documentation provided by you for the draft Plan Amendment 90-day public comment period that began on April 25, 2016. Comments will be addressed in the order they appear in the Plan Amendment.

Please note that if a facility name change is referenced in the Plan Amendment, it may be addressed as a blanket statement in the beginning of the Amendment. For example, in the Plan Amendment language prior to any physical Plan Amendment changes, a statement may be made such as, "All references to Great American Disposal Company shall be changed to refer to Great American Environmental Services, Inc." This eliminates the need to address all page numbers and sections affected throughout the Plan.

Page 2; item number 3, DATABASE, PAGE II-2, the second to last bullet states, "Add the fourth bullet as follows: Niagara Development LLC, Type II Landfill, if permitted, licensed and constructed is permitted to accept waste from Dickinson County." Please note that all disposal areas must be consistent with the Plan and not subject to discretionary measures. Therefore, the sentence should state the following, "Add the fourth bullet as follows: Niagara Development LLC, Type II Landfill, if permitted, licensed, and constructed in accordance with Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended, may accept waste from Dickinson County."

Also on page 2, item number 3, DATABASE, PAGE II-2, the last section that begins with "Alter the last paragraph as follows: Out of county facilities which may be used include...." While, this paragraph identifies specific landfills in a county, please be advised that facilities listed in this DATABASE section of the Plan Amendment must also be listed in the Export Authorization Table on page III-4. The Import and Export Authorization Tables are identified for import/export, authorized

Ms: Emma DeGan

conditions, waste types, facilities (if included) and quantities with which a disposal area must comply.

Page 2, item number 4, SOLID WASTE COLLECTION SERVICE AND TRANSPORTATION INFRASTRUCTURE, PAGE II-5, last paragraph states: "Add the following as the last paragraph: The Dickinson County Solid Waste Management Authority may select other entities that would best serve their interest and/or other disposal facilities..." Please note that all disposal areas must either be included within the Plan, be consistent with the Plan's siting process, or be in counties that are authorized per the Import/Export Authorization Tables. Therefore, the sentence should state the following, "The Dickinson County Solid Waste Management Authority may select other entities that would best serve their interest and/or other disposal facilities so long as they are included in the County Plan, they are consistent with the County Plan's siting process, or are in counties identified in the import/export authorization tables..."

Page 3, item number 5, SELECTED SOLID WASTE MANAGEMENT SYSTEM, paragraphs 5 and 6 both state "Alter paragraph seven as follows." The same instructions appear in two separate places. Please ensure references to these paragraphs are accurate. Further, it appears that this Plan Amendment is actually adding these items to the Plan and not altering existing language; therefore, please change the language to reflect this by changing the line to the following: "Add paragraphs 5 through 9 as follows..." Additionally, to help with the formatting and to eliminate confusion it is recommended that each of the items in this section be separated by including bullets or numbering for each paragraph.

Page 3, item number 5, SELECTED SOLID WASTE MANAGEMENT SYSTEM, PAGE III-1, paragraph seven, says "Low hazard industrial, and construction and demolition waste generated within the Upper Peninsula may be disposed of at the Niagara Development Type III Landfill, subject to the condition of a maximum of 15 truckloads per day to the landfill." The restriction to what a landfill may accept each day must be objective and measurable and a "truckload" is not defined. Therefore, please specify in this section, as well as in the Import Authorizations, Table 1-A, on Page III-2 either an amount, in tons or cubic yards, that can be accepted at this landfill, or define specifically what constitutes one truckload.

Lastly, on Page 3, item number 5, SELECTED SOLID WASTE MANAGEMENT SYSTEM, PAGE III-1, paragraph five says, "Household waste and commercial waste generated within Dickinson County may be delivered to the Dickinson County Solid Waste Transfer Station (GAD) in Quinnesec. Construction and demolition waste may be delivered to the DCSW Transfer Station." Please refer to the Dickinson County Solid Waste Transfer Station consistently using its abbreviated name, unless specified in the Import or Export Authorization Table. For example, the Dickinson Solid Waste Transfer Station (GAD) could be consistently referenced as either GAD, or DCSW-GAD. A blanket statement may also be made at the beginning of the Amendment language to change all references made to this facility.

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Ms. Emma DeGan

Also in this same sentence, please specify if the Construction and demolition waste that may be delivered to the Dickinson County Solid Waste Transfer Station (GAD) may only come from within Dickinson County, or if the C&D waste may be imported from other counties.

On Page 3, item number 6, IMPORT AUTHORIZATIONS, PAGE III-2 Table 1-A; and item number 7, EXPORT AUTHORIZATIONS, Page III-4 Table 2-A, please be advised that Import and Export Authorizations apply to all disposal areas. Therefore if a facility is identified by name in either the Import or Export Authorization Table, all other facilities are restricted, and waste may only go to the specified facility. Since all types of disposal areas are included in these authorizations, by listing specific landfills in these tables, all other disposal areas, including transfer and processing stations, are not authorized to accept waste from importing counties and would be in violation of the Plan. Please make changes to the Export Authorizations that clarify the actual intent of the Plan.

Page 5, item number 9, SOLID WASTE COLLECTION SERVICE AND TRANSPORTATION INFRASTRUCTURE, PAGE III-12, last paragraph states "Add the following as the last paragraph: The Dickinson County Solid Waste Management Authority may select other entities that would be serve their interest and/or other disposal facilities." Since all disposal areas must be either included in the Plan or consistent with the Plan, at the end of this sentence, please add, "so long as they are included in the County Plan, they are consistent with the County Plan's siting process, or are in counties identified in the import/export authonization tables..."

Please be advised on Page 5, item number 11, IDENTIFICATION OF RESPONSIBLE PARTIES, PAGE III-31, that this section of the Plan is intended to identify the entities within the County that will have management responsibilities over each of the areas and allow the DEQ and the public to have the opportunity to have a contact regarding the Plan, its implementation, and enforcement. Therefore, please revise this section of your Amendment to identify the responsible party, include documentation of acceptance of responsibilities from all entities that will be performing a role in the Solid Waste Management Plan, and include them in APPENDIX D, ATTACHMENTS SECTION, of the Plan.

Finally, Page 5, item number 11, IDENTIFICATION OF RESPONSIBLE PARTIES, PAGE III-31, fourth paragraph, please be advised that "ULTIMATE DISPOSAL AREA USES" includes recreational or other potential uses after a facility is properly closed and maintained. Therefore, please disclose potential uses of the disposal areas specified within the Plan after postclosure.

PAGE III-28, SITING REVIEW PROCEDURES, AUTHORIZED DISPOSAL AREA TYPES, states, "Waste Transfer and/or processing facilities" are deemed inconsistent with the Plan. However, under the "SITING CRITERIA AND PROCESS," construction or expansion of the Dickinson County Solid Waste Transfer Station (GAD) is directly referenced in the third bullet point as being consistent with the Plan and the proposed

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Ms. Emma DeGan

Plan Amendments. Therefore, please revise the proposed amendments in order to alleviate this contradiction and maintain consistency throughout the entire Plan.

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If you have any questions or comments, please contact either me at the telephone number below, or Christina Miller at 517-614-7426; via e-mail at laffertya@michigan.gov or millerc1@michigan.gov; or at DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely,

amy Labberty

Amy Lafferty Sustainable Materials Management Unit Solid Waste Section Office of Waste Management and Radiological Protection 517-242-8324

cc: Ms. Rhonda S. Oyer, DEQ Ms. Christina Miller, DEQ Dickinson County File



RE: Bizhub Scan Document

1 message

Gregory, Mark <Mark:Gregory@versoco.com> Tue, May 3, 2016 at 12:23 PM To: Peter VanSteen <pvansteen@cuppad.org> Cc: Emma DeGan <edegan@cuppad.org>, "Hruska, Ann - NRCS-CD, Kingsford, MI" <ann.hruska@mi.nacdnet.net>

Hi Peter, I understand, it is confusing. With our recent business changes the MDEQ site is not fully updated correctly. We are Verso Corporation, and the landfill is permitted Verso Quinnesec LLC.

From: Peter VanSteen [mailto:pvansteen@cuppad.org]
Sent: Tuesday, May 03, 2016 11:15 AM
To: Gregory, Mark
Cc: Emma DeGan; Hruska, Ann - NRCS-CD, Kingsford, MI
Subject: Re: Bizhub Scan Document

Mark:

According to the MDEQ landfill database, the "specific site name" is "Verso Paper Corporation" and the legal site name is "Verso Quinnesec LLC". So I was assuming the company name as Verso Paper Corporation-Quinnesec Mill instead of the "Verso Corporation- Quinnesec Mill". Will change the references to "Verso Corporation- Quinnesec Mill" in the final rendering.

Peter

On Tue, May 3, 2016 at 9:49 AM, Gregory, Mark <Mark.Gregory@versoco.com> wrote:

Hello Peter, Couple reference corrections for Verso. We are Verso Corporation – Quinnesec Mill. The landfill is permitted as Verso Quinnesec LLC. So if your references are direct to the landfill then Verso Quinnesec LLC. If your references are to us an operation/facility Verso Corporation – Quinnesec Mill.

From: Hruska, Ann - NRCS-CD, Kingsford, MI [mailto:ann.hruska@mi.nacdnet.net]

Sent: Friday, April 22, 2016 2:53 PM

To: Terry Barnes; Anthony Edlebeck (citymgr@cityofkingsford.com); Stanchina Jordan (citymanager@ cityofironmountain.com); Ray Anderson (citymanager@norwaymi.gov); Gregory, Mark; Jack Bomberg; Hruska, Ann - NRCS-CD, Kingsford, MI; Barb Kramer (bjkramer@charter.net); John M Gaudette; 'Peter VanSteen'; Dave; Rice Bill (wmdrice@gmail.com); 'kaypascoe@yahoo.com'

Cc: adminsonya@dickinsoncountymi.gov; pkillian@geiconsultants.com; nick.ghere@niagaraworldwide.com

Subject: FW: Bizhub Scan Document

From: Peter VanSteen [mailto:pvansteen@cuppad.org] Sent: Friday, April 22, 2016 1:57 PM To: Hruska, Ann - NRCS-CD, Kingsford, MI <ann.hruska@mi.nacdnet.net> Subject: Fwd: Bizhub Scan Document

Ann:

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Please forward the attached proposed amendments to solid waste planning committee members.

thanks,

Peter

Peter Van Steen

Transportation Planner

CUPPAD Regional Commission

2950 College Avenue

Escanaba, MI 49829

906.786.9234- extension 1379 work phone

248.579.9095- work phone direct line

906.786.4442- fax

906.399.0260- work cell phone

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Peter Van Steen

Transportation Planner

CUPPAD Regional Commission

2950 College Avenue

Escanaba, MI 49829

906.786.9234- extension 1379 work phone

248.579.9095- work phone direct line

906.786.4442- fax

906.399.0260- work cell phone

WHEREAS, the Dickinson County Solid Waste Planning Committee has proposed several Amendments to the county's current solid waste management Plan as presented:

Initiated by the Solid Waste Management Planning Committee:

- Allow for the exportation of 100% of Dickinson County waste with no conditions to landfills in Delta, Menominee, Ontonagon and Schoolcraft Counties and continued exportation of 100% of waste to Alger County.
- Change the name of Great American Disposal Company to its current name of Great American Environmental Services and reference of the current operating transfer station to Dickinson County Solid Waste Transfer Station (GAD). The Committee added the phrase "or subsequent owners" to be placed after the name of the transfer station to reflect, should the situation arise in the future, that future owners/operators of the transfer station would be consistent with the county plan.

At the request of Verso Quinnesec LLC:

• Change all references in the County Solid Waste Plan from Champion International to Verso Quinnesec LLC, with no change in landfill size, locations or conditions.

WHEREAS, the Dickinson County Solid Waste Management Planning Committee held a public hearing on August 9, 2016.

WHEREAS, the Dickinson County Board of Commissioners at the September 12, 2016 meeting approved the amendment text to the Dickinson County Solid Waste Management Plan.

BE IT RESOLVED, West Branch Township approves the Amendments to the Dickinson County Solid Waste Management Plan as presented.

Motion to adopt the above resolution was made by <u>DAN</u> <u>(ominsky</u> supported by <u>Curol Jensen</u>, and adopted by the following vote <u>Syes</u>

12 - 5

Date

WHEREAS, the Dickinson County Solid Waste Planning Committee has proposed several Amendments to the county's current solid waste management Plan as presented:

Initiated by the Solid Waste Management Planning Committee:

- Allow for the exportation of 100% of Dickinson County waste with no conditions to landfills in Delta, Menominee, Ontonagon and Schoolcraft Counties and continued exportation of 100% of waste to Alger County.
- Change the name of Great American Disposal Company to its current name of Great American Environmental Services and reference of the current operating transfer station to Dickinson County Solid Waste Transfer Station (GAD). The Committee added the phrase "or subsequent owners" to be placed after the name of the transfer station to reflect, should the situation arise in the future, that future owners/operators of the transfer station would be consistent with the county plan.

At the request of Verso Quinnesec LLC:

• Change all references in the County Solid Waste Plan from Champion International to Verso Quinnesec LLC, with no change in landfill size, locations or conditions.

WHEREAS, the Dickinson County Solid Waste Management Planning Committee held a public hearing on August 9, 2016.

WHEREAS, the Dickinson County Board of Commissioners at the September 12, 2016 meeting approved the amendment text to the Dickinson County Solid Waste Management Plan.

BE IT RESOLVED, Breen Township approves the Amendments to the Dickinson County Solid Waste Management Plan as presented.

Motion to adopt the above resolution was made by Harold Beauchaup

_____, and adopted by the following vote $\underline{}$

Kevil

Murvey Clerk

supported by

2016

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WHEREAS, the Dickinson County Solid Waste Planning Committee has proposed several Amendments to the county's current solid waste management Plan as presented:

Initiated by the Solid Waste Management Planning Committee:

- Allow for the exportation of 100% of Dickinson County waste with no conditions to landfills in Delta, Menominee, Ontonagon and Schoolcraft Counties and continued exportation of 100% of waste to Alger County.
- Change the name of Great American Disposal Company to its current name of Great American Environmental Services and reference of the current operating transfer station to Dickinson County Solid Waste Transfer Station (GAD). The Committee added the phrase "or subsequent owners" to be placed after the name of the transfer station to reflect, should the situation arise in the future, that future owners/operators of the transfer station would be consistent with the county plan.

At the request of Verso Quinnesec LLC:

• Change all references in the County Solid Waste Plan from Champion International to Verso Quinnesec LLC, with no change in landfill size, locations or conditions.

WHEREAS, the Dickinson County Solid Waste Management Planning Committee held a public hearing on August 9, 2016.

WHEREAS, the Dickinson County Board of Commissioners at the September 12, 2016 meeting approved the amendment text to the Dickinson County Solid Waste Management Plan.

BE IT RESOLVED, Norway Township approves the Amendments to the Dickinson County Solid Waste Management Plan as presented.

Motion to adopt the above resolution was made by <u>Michael</u> Steens

Solda_____, and adopted by the following vote 5-0. David supported by

re of Clerk

iani Clerk

2-8-16 Date

NO.12122016A

RESOLUTION ON AMENDMENT TO THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, the Dickinson County Solid Waste Planning Committee has proposed several Amendments to the county's current solid waste management Plan as presented:

Initiated by the Solid Waste Management Planning Committee:

- Allow for the exportation of 100% of Dickinson County waste with no conditions to landfills in Delta,
- Menominee, Ontonagon and Schoolcraft Counties and continued exportation of 100% of waste to Alger County.
- ... Change the name of Great American Disposal Company to its current name of Great American
- Environmental Services and reference of the current operating transfer station to Dickinson County Solid Waste Transfer Station (GAD). The Committee added the phrase "or subsequent owners" to be placed after the name of the transfer station to reflect, should the situation arise in the future, that
 - 1.4 future owners/operators of the transfer station would be consistent with the county plan.

At the request of Verso Quinnesec LLC:

Change all references in the County Solid Waste Plan from Champion International to Verso Quinnesec LLC, with no change in landfill size, locations or conditions.

WHEREAS, the Dickinson County Solid Waste Management Planning Committee held a public hearing on August 9, 2016.

WHEREAS, the Dickinson County Board of Commissioners at the September 12, 2016 meeting approved the amendment text to the Dickinson County Solid Waste Management Plan.

BE IT RESOLVED, Breitung Township approves the Amendments to the Dickinson County Solid Waste Management Plan as presented.

Motion to adopt the above resolution was made by __Trustee Soderbloom

supported by Trustee Garrett , and adopted by the following vote Unanimous

ovens

Signature of Clerk

2

Samantha NeuenCherk Name of Clerk

December 12, 2016 Date

WHEREAS, the Dickinson County Solid Waste Planning Committee has proposed several Amendments to the county's current solid waste management Plan as presented:

Initiated by the Solid Waste Management Planning Committee:

- Allow for the exportation of 100% of Dickinson County waste with no conditions to landfills in Delta, Menominee, Ontonagon and Schoolcraft Counties and continued exportation of 100% of waste to Alger County.
- Change the name of Great American Disposal Company to its current name of Great American Environmental Services and reference of the current operating transfer station to Dickinson County Solid Waste Transfer Station (GAD). The Committee added the phrase "or subsequent owners" to be placed after the name of the transfer station to reflect, should the situation arise in the future, that future owners/operators of the transfer station would be consistent with the county plan.

At the request of Verso Quinnesec LLC:

• Change all references in the County Solid Waste Plan from Champion International to Verso Quinnesec LLC, with no change in landfill size, locations or conditions.

WHEREAS, the Dickinson County Solid Waste Management Planning Committee held a public hearing on August 9, 2016.

WHEREAS, the Dickinson County Board of Commissioners at the September 12, 2016 meeting approved the amendment text to the Dickinson County Solid Waste Management Plan.

BE IT RESOLVED, City of Iron Mountain approves the Amendments to the Dickinson County Solid Waste Management Plan as presented.

Motion to adopt the above resolution was made by Revorc

supported by and adopted by the following vote b

Saac Michaelerk

Date

THE PROGRESSIVE CITY



Phone: (906) 774-3526

CITY OF KINGSFORD 305 S. Carpenter Avenue Kingsford, MI 49802 www.cityofkingsford.com

Fax: (906) 774-7093

RESOLUTION ON AMENDMENT TO THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN RESOLUTION 2016/12/19.2

WHEREAS, the Dickinson County Solid Waste Planning Committee has proposed several Amendments to the county's current solid waste management Plan as presented: Initiated by the Solid Waste Management Planning Committee:

- Allow for the exportation of 100% of Dickinson County waste with no conditions to landfills in Delta, Menominee, Ontonagon and Schoolcraft Counties and continued exportation of 100% of waste to Alger County.
- Change the name of Great American Disposal Company to its current name of Great American Environmental Services and reference of the current operating transfer station to Dickinson County Solid Waste Transfer Station (GAD). The Committee added the phrase "or subsequent owners" to be placed after the name of the transfer station to reflect, should the situation arise in the future, that future owners/operators of the transfer station would be consistent with the county plan.

At the request of Verso Quinnesec LLC:

• Change all references in the County Solid Waste Plan from Champion International to Verso Quinnesec LLC, with no change in landfill size, locations or conditions.

WHEREAS, the Dickinson County Solid Waste Management Planning Committee held a public hearing on August 9, 2016.

WHEREAS, the Dickinson County Board of Commissioners at the September 12, 2016 meeting approved the amendment text to the Dickinson County Solid Waste Management Plan.

BE IT RESOLVED, City of Kingsford approves the Amendments to the Dickinson County Solid Waste Management Plan as presented.

This Institution is an Equal Opportunity Provider and Employer

Motion to adopt the above resolution was made by Councilman Erickson, Supported by Councilman Flaminio, and adopted by the following vote on December 19, 2016.

Ayes: Baldinelli, Erickson, Flaminio, Groeneveld and Dixon-Miller Nays: None Absent: None Abstain: None

Mayor Joseph Groeneveld

Anthony D. Edlebeck Manager/Clerk

December 20, 2016 Date

i



City of Norway

P.O. Box 99 - 915 Main St., Norway, MI 49870 - Ph. 906-563-9961 - Fax 906-563-7502 - norwaymi.gov

RESOLUTION 2016-30

RESOLUTION ON AMENDMENT TO THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, the Dickinson County Solid Waste Planning Committee has proposed several Amendments to the county's current solid waste management Plan as presented:

Initiated by the Solid Waste Management Planning Committee:

- Allow for the exportation of 100% of Dickinson County waste with no conditions to landfills in Delta, Menominee, Ontonagon and Schoolcraft Countles and continued exportation of 100% of waste to Alger County.
- Change the name of Great American Disposal Company to its current name of Great American Environmental Services and reference of the current operating transfer station to Dickinson County Solid Waste Transfer Station (GAD). The Committee added the phrase "or subsequent owners" to be placed after the name of the transfer station to reflect, should the situation arise in the future, that future owners/operators of the transfer station would be consistent with the county plan.

At the request of Verso Quinnesec LLC:

Change all references in the County Solid Waste Plan from Champion International to Verso Quinnesec
 LLC, with no change in landfill size, locations or conditions.

WHEREAS, the Dickinson County Solid Waste Management Planning Committee heid a public hearing on August 9, 2016.

WHEREAS, the Dickinson County Board of Commissioners at the September 12, 2016 meeting approved the amendment text to the Dickinson County Solid Waste Management Plan.

BE IT RESOLVED, City of Norway approves the Amendments to the Dickinson County Solid Waste Management Plan as presented.

Motion to adopt the above resolution was made by <u>Bubloni</u> .

supported by Popp ______, and adopted by the following vote_5 of 5 .

Signature of Clerk

Trisha Plante ____ Clerk Name of Clerk

December 19, 2016

Date

After adoption return to: Dickinson County Solid Waste Amendment c/o CUPPAD 2950 College Avenue Escanaba, MI 49820 3

Dickinson County Solid Waste Management Planning Committee

Proposed Amendments to the Dickinson County Solid Waste Management Plan December 1, 2016

1. CONCLUSIONS - EXECUTIVE SUMMARY, PAGE I-2:

Change all references to Great American Disposal Company to Great American Environmental Services, Inc. as this is the legal site name.

The first paragraph to read as follows:

Solid waste disposal for Dickinson County includes the utilization of landfills in either Alger, Delta, Dickinson, Menominee, Ontonagon, and/or Schoolcraft Counties.

The second paragraph to read as follows:

The drop-off recycling center and yardwaste composting site will be operated by Great American Environmental Services, Inc. under contract with the Dickinson County Solid Waste Management Authority. The Dickinson County Solid Waste Management Authority will continue to operate the household hazardous waste collection program.

2. SELECTED ALTERNATIVES – EXECUTIVE SUMMARY, PAGE I-2:

The selected alternatives for disposal sites to read as follows:

Out of County Disposal:	Wood Island Waste Management, Inc. – Alger County Michigan Environs, Inc. – Menominee County Hiawatha Shores Landfill, Inc. – Schoolcraft County Delta County Landfill – Delta County K & W Landfill – Ontonagon County
In County Disposal:	Niagara Development LLC Type III Landfill Verso Quinnesec LLC Type III Landfill

3. DATA BASE, PAGE II-2:

Change references to Dickinson County Solid Waste Management Authority (DCSWMA Transfer Station) and Great American Disposal Company transfer station to Dickinson County Solid Waste Transfer Station (GAD) as this is the specific site name. Change reference of Verso Paper Company to Verso Quinnesec LLC.

First paragraph to read as follows:

Solid waste disposal areas within the county to be used to meet disposal needs for the planning period are the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners, the Verso Quinnesec LLC Type III Landfill, and Niagara Development LLC Type III landfill.

The first bullet point to read as follows:

The Dickinson County Solid Waste Management Authority under contract with Great American Environmental Services, Inc. may operate a waste transfer station in Breitung Township (Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners) located in Section 33, Township 40 North, Range 30 West.

The second bullet point to read as follows::

Verso Quinnesec LLC operates a landfill in Section 12, Township 39 North, Range 30 West solely for the disposal of waste generated by the Verso Quinnesec LLC. There are 58 acres permitted as a landfill with an estimated life of 15 years. The landfill will be used only for disposal of waste generated by Verso Quinnesec LLC.

The third bullet point to read as follows:

Niagara Development LLC operates a landfill in Section 13, Township 39 North, Range 30 West. Low hazard industrial waste generated within Dickinson County is permitted to be disposed at the Niagara Development Type III Landfill. There are 39 acres permitted as a landfill with an estimated life of 66.8 years, based on current disposal rates.

The last paragraph to read as follows:

Out of county facilities which may be used include the Wood Island Waste Management Inc. in Alger County, Michigan Environs, Inc. in Menominee County, Delta County Landfill in Delta County, K & W Landfill in Ontonagon County, and Hiawatha Shores Landfill Inc. in Schoolcraft County.

4. SOLID WASTE COLLECTION SERVICES AND TRANSPORTATION INFRASTRUCTURE, PAGE II-5:

Paragraph four to read as follows:

Waste collection at residential, commercial and industrial locations may be collected by either municipal or private haulers.

Paragraph five to read as follows:

Waste brought to the Dickinson County Solid Waste Transfer Station (GAD) is currently transported to and disposed of at the Wood Island Waste Management, Inc. in Alger County. Great American Environmental Services, Inc. currently operates the Dickinson County Solid Waste Transfer Station (GAD) under contract with the Dickinson County Solid Waste Management Authority.

The last paragraph to read as follows:

The Dickinson County Solid Waste Management Authority may select other entities that would best serve their interest and/or other disposal facilities so long as they are included in the County Plan, they are consistent with the County Plan's siting process, or are in counties identified in the import/export authorization tables. The exportation of waste from Dickinson County may be processed at the transfer station in Dickinson County prior to transport to Alger, Delta, Menominee, Ontonagon and/or Schoolcraft Counties.

5. SELECTED SOLID WASTE MANAGEMENT SYSTEM, PAGE III-1:

Change references to Dickinson County Solid Waste Management Authority (DCSWMA Transfer Station) to Dickinson County Solid Waste Transfer Station (GAD) as this is the specific site name. Change references of Verso Paper Company and Verso Quinnesec Mill to Verso Quinnesec LLC.

Page III-1 will now read as follows:

- 1) The selected solid waste management system for Dickinson County is for municipalities to be responsible for residential solid waste collection systems. All waste types would need to be characterized and disposed of properly.
- 2) The Dickinson County Solid Waste Management Authority will contract with Great American Environmental Services, Inc. or other selected entities that would best serve their interest to provide labor for all operations at the Dickinson County Solid Waste Processing Center. Great American Environmental Services, Inc. will operate under contract with the Dickinson County Solid Waste Management Authority a waste transfer station in Breitung Township, the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners. All solid waste * types delivered to the DCSW Transfer Station (GAD) or subsequent owner may be transported to the Wood Island Waste Management, Inc. in Alger County, Delta County Landfill in Delta County, Michigan Environs Inc. in Menominee County, K & W Landfill in Ontonagon County and/or the Hiawatha Shores Landfill, Inc. in Schoolcraft County.

* "Solid waste" as defined within the NREPA Solid Waste Act, 324.11506 Definitions; S to Y.

- 3) The Niagara Development Type III Landfill is permitted and licensed to operate and accept only low hazard industrial waste, construction and demolition waste generated in Dickinson County.
- 4) Verso Quinnesec LLC Type III Landfill is only authorized to dispose of waste generated by Verso Quinnesec LLC.
- 5) Household waste and commercial waste generated within Dickinson County may be delivered to the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners in Quinnesec. Construction and demolition waste generated in Dickinson County may be delivered to the DCSW Transfer Station (GAD) or subsequent owners.
- 6) Low hazard industrial and construction and demolition waste generated within Dickinson County may be disposed of at the Niagara Development Type III Landfill.

6. EXPORT AUTHORIZATION, PAGE III-4:

Refer to facility names by their specific site names:

• Replace Wood Island with Wood Island Waste Management, Inc.

- Replace United Waste Systems of Menominee- Michigan Environs with Michigan Environs, Inc.
- Replace Delta Solid Waste Management Authority Landfill with Delta County Landfill

Add Schoolcraft County as an Importing County with Hiawatha Shores Landfill, Inc. as the facility name.

Add Ontonagon County as an Importing County with K&W Landfill as the facility name.

For Wood Island Landfill in Alger County, Michigan Environs Landfill in Menominee County, Delta Solid Waste Management Authority Landfill in Delta County, Hiawatha Shores Landfill in Schoolcraft County, and K&W Landfill in Ontonagon County list the Authorized Quantity/Daily and Authorized Quantity/Annual as 100%.

For Wood Island Landfill in Alger County, Michigan Environs Landfill in Menominee County, Delta Solid Waste Management Authority Landfill in Delta County, Hiawatha Shores Landfill in Schoolcraft County, and K&W Landfill in Ontonagon County list the authorized conditions as P (Primary Disposal).

7. SOLID WASTE DISPOSAL AREAS, PAGE III-6:

Refer to facility names by their specific site names:

- Replace Wood Island with Wood Island Waste Management, Inc.
- Replace United Waste Systems of Menominee- Michigan Environs with Michigan Environs, Inc.
- Replace Delta Solid Waste Management Authority Landfill with Delta County Landfill
- Replace Champion International, Inc. with Verso Quinnesec LLC
- Change Great American Disposal Company listed under Type A Transfer Facility to Dickinson County Solid Waste Transfer Station (GAD) as this is the specific site name, and add the phrase "or subsequent owners".

Add Hiawatha Shores Landfill, Inc., and K&W Landfill under Type II Landfill.

8. SOLID WASTE COLLECTION SERVICES AND TRANSPORTATION, PAGE III-12:

Change all references to Great American Disposal Company to Great American Environmental Services, Inc. as this is the legal site name.

Paragraph five to read as follows:

Waste brought to the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners is currently transported to and disposed of at the Wood Island Waste Management, Inc. in Alger County. Great American Environmental Services, Inc. currently operates the Dickinson County Solid Waste Transfer Station (GAD) under contract the Dickinson County Solid Waste Management Authority.

Add the following as the last paragraph to read as follows:

The Dickinson County Solid Waste Management Authority may select other entities that would best serve their interest and/or other disposal facilities. The exportation of waste from Dickinson County may be processed at the transfer station in Dickinson County prior to transport to Alger, Delta, Menominee, Ontonagon and/or Schoolcraft Counties so long as they are included in the County Plan, they are consistent with the County Plan's siting process, or are in counties identified in the import/export authorization tables.

9. SITING REVIEW PROCEDURES, PAGE III-28:

Under Authorized Disposal Area Types, Replace "Type II Municipal Landfill, Type III landfillexcept expansion of existing industrial facilities and Waste Transfer and/or processing facilities" with "Not Applicable".

Change reference of Verso Paper Company to Verso Quinnesec LLC.

Refer to Wood Island Landfill as Wood Island Waste Management, Inc. and DCSWMA Transfer Station as Dickinson County Solid Waste Transfer Station (GAD) as they are the specific site names of the facilities.

The first bullet under Siting Criteria to read as follows:

Expansion of the Verso Quinnesec LLC Type III Landfill facility located in Section 12, Township 39 North, Range 30 West is permitted.

The third bullet under Siting Criteria to read as follows:

Construction or expansion of the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners, located in Section 33, Township 40 North, Range 30 West is permitted.

10. IDENTIFICATION OF RESPONSIBLE PARTIES, PAGE III-31:

Transportation to read as follows:

Great American Environmental Services, Inc. or other waste haulers serving Dickinson County

Replace The Great American Disposal Company listed under Transfer Stations with Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners.

Sanitary Landfills to read as follows: Niagara Development Type III Landfill Verso Quinnesec LLC Type III landfill

Ultimate Disposal Area Uses to read as follows:

 Dickinson County Solid Waste Transfer Station (GAD) or subsequent ownersresidential, industrial and/or commercial use in accordance to the zoning ordinance

- Niagara Development LLC Type III landfill- commercial, industrial, and/or recreational uses in accordance to the zoning ordinance
- Verso Quinnesec LLC Type III landfill- commercial, industrial, and/or recreational uses in accordance to the zoning ordinance

11. ATTACHMENTS, PAGE D-5

Solid Waste Disposal Facilities map with location of landfills in Ontonagon and Schoolcraft Counties.

12. ATTACHMENTS, PAGE D-6:

Special Conditions Attachment, page D-6 delete conditions and replace with "None".

END OF AMENDMENTS

EXECUTIVE SUMMARY

CONCLUSIONS

3

Solid waste disposal for Dickinson County includes the utilization of landfills in either Alger, Delta, Dickinson, Menominee, Ontonagon, and/or Schoolcraft Counties.

The drop-off recycling center and yardwaste composting site will be operated by Great American Environmental Services, Inc. under contract with the Dickinson County Solid Waste Management Authority. The Dickinson County Solid Waste Management Authority will continue to operate the household hazardous waste collection program.

Existing waste collection and transportation systems will be used throughout the planning period.

Encourage the disposal of low hazard industrial waste and Construction and Demolition waste in the Niagara Development Type III Landfill. Disposal of such waste must be consistent with the Michigan Department of Environmental Quality (MDEQ) operating license issued to Niagara Development Type III Landfill.

SELECTED ALTERNATIVES

Out of County Disposal:	Wood Island Waste Management Inc.– Alger County Michigan Environs Inc. – Menominee County Hiawatha Shores Landfill Inc.– Schoolcraft County	
	Delta County Landfill – Delta County K & W Landfill – Ontonagon County	
In County Disposal:	Niagara Development LLC Type III Landfill Verso Quinnesec LLC Type III Landfill	

Waste Reduction/Recycling: Recycling Drop Off Center – Dickinson County Solid Waste Processing Facility; Compost Site – Dickinson County Solid Waste Processing Facility

Potentially Hazardous Materials: Household Hazardous Waste Collection Center – Dickinson County Solid Waste Processing Facility

DATA BASE

Inventory and description of all solid waste disposal areas within the county or to be utilized by the county to meet its disposal needs for the planning period.

Solid waste disposal areas within the county to be used to meet disposal needs for the planning period are the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners, the Verso Quinnesec LLC Type III Landfill, and Niagara Development LLC Type III Landfill.

Solid waste disposal areas for Dickinson County are:

- The Dickinson County Solid Waste Management Authority under contract with Great American Environmental Services, Inc. may operate a waste transfer station in Breitung Township (Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners) located in Section 33, Township 40 North, Range 30 West.
- Verso Quinnesec LLC operates a landfill in Section 12, Township 39 North, Range 30 West solely for the disposal of waste generated by Verso Quinnesec LLC. There are 58 acres permitted as a landfill with an estimated life of 15 years. The landfill will be used only for disposal of waste generated by Verso Quinnesec LLC.
- Niagara Development LLC operates a landfill in Section 13, Township 39 North, Range 30 West. Low hazard industrial waste generated within the Upper Peninsula of Michigan is permitted to be disposed at the Niagara Development Type III Landfill. There are 39 acres permitted as a landfill with an estimated life of 66.8 years, based on current disposal rates.

Out of county facilities which may be used include the Wood Island Waste Management Inc. in Alger County, Michigan Environs, Inc. in Menominee County, Delta County Landfill in Delta County, K & W Landfill in Ontonagon County, and Hiawatha Shores Landfill Inc. in Schoolcraft County.

II-2

SOLID WASTE COLLECTION SERVICES AND TRANPORTATION INFRASTRUCTURE

The following describes the solid waste collection services and transportation infrastructure that will be utilized within the County to collect and transport solid waste.

The Cities of Iron Mountain, Kingsford and Norway will continue to provide curbside collection of residential and certain commercial wastes generated within their boundaries, with municipal employees and equipment. Breitung Township will continue to provide curbside collection of residential waste through a contract with Great American Environmental Services, Inc., a different private company or resume municipal service. Sagola Township will continue to provide curbside collection of solid waste and recyclables through a contract with Warmboe and Bates, or another private party.

Residents of Waucedah and Norway Townships will continue individual contracts with private waste collection companies to deliver waste to the transfer station or deliver it themselves.

Felch, Breen and West Branch Townships will continue to operate green box collection sites for their residents. The Great American Environmental Services, Inc. provides transportation for waste collect in Felch and West Branch Townships. Superior Special Services, Inc. collects the waste from Breen Township.

Waste collection at residential, commercial and industrial locations may be collected by either municipal or private haulers.

Waste brought to the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners, is currently transported to and disposed of at the Wood Island Waste Management, Inc. in Alger County. Great American Environmental Services, Inc. currently operates the Dickinson County Solid Waste Transfer Station (GAD) under contract with the Dickinson County Solid Waste Management Authority.

The Dickinson County Solid Waste Management Authority may select other entities that would best serve their interest and/or other disposal facilities so long as they are included in the County Plan, they are consistent with the County Plan's siting process, or are in counties identified in the import/export authorization tables. The exportation of waste from Dickinson County may be processed at the transfer station in Dickinson County prior to transport to Alger, Delta, Menominee, Ontonagon and/or Schoolcraft Counties.

THE SELECTED SOLID WASTE MANAGEMENT SYSTEM

The Selected Solid Waste Management System (Selected System) is a comprehensive approach to managing the County's solid waste and recoverable materials. The Selected System addresses the generation, transfer and disposal of the County's solid waste. It aims to reduce the amount of solid waste sent for final disposal by volume reduction techniques and by various resource conservation and resource recovery programs. It also addresses collection processes and transportation needs that provide the most cost effective, efficient service. Proposed disposal area locations and capacity to accept solid waste are identified as well as program management, funding, and enforcement roles for local agencies. Detailed information of recycling programs, evaluation, and coordination of the Selected System is included in Appendix B. Following is an overall description of the Selected System:

1) The selected solid waste management system for Dickinson County is for municipalities to be responsible for residential solid waste collection systems. All waste types would need to be characterized and disposed of properly.

2) The Dickinson County Solid Waste Management Authority will contract with Great American Environmental Services, Inc. or other selected entities that would best serve their interest to provide labor for all operations at the Dickinson County Solid Waste Processing Center. Great American Environmental Services, Inc. will operate under contract with the Dickinson County Solid Waste Management Authority a waste transfer station in Breitung Township, the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners. All solid waste * types delivered to the DCSW Transfer Station (GAD) or subsequent owner may be transported to the Wood Island Waste Management, Inc. in Alger County, Delta County Landfill in Delta County, Michigan Environs Inc. in Menominee County, K & W Landfill in Ontonagon County and/or the Hiawatha Shores Landfill, Inc. in Schoolcraft County.

* "Solid waste" as defined within the NREPA Solid Waste Act, 324.11506 Definitions; S to Y.

- 3) The Niagara Development Type III Landfill is permitted and licensed to operate and accept only low hazard industrial waste, construction and demolition waste generated in Dickinson County.
- Verso Quinnesec LLC Type III Landfill is only authorized to dispose of waste generated by Verso Quinnesec LLC.
- 5) Household waste and commercial waste generated within Dickinson County may be delivered to the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners in Quinnesec. Construction and demolition waste generated in Dickinson County may be delivered to the DCSW Transfer Station (GAD) or subsequent owners.
- 6) Low hazard industrial and construction and demolition waste generated within Dickinson County may be disposed of at the Niagara Development Type III Landfill.

Proposed Amendments-December 1, 2016- local approval

Selected System

EXPORT AUTHORIZATION

If a Licensed solid waste disposal area is currently operating within another County, disposal of solid waste generated by the EXPORTING COUNTY is authorized up to the AUTHORIZED QUANTITY according to the CONDITIONS AUTHORIZED in Table 2-A if authorized for import in the approved Solid Waste Management Plan of the receiving County.

Table 2-A

EXPORTING COUNTY	IMPORTING COUNTY	FACILITY NAME ¹	AUTHORIZED QUANTITY/ DAILY	AUTHORIZED QUANTITY/ ANNUAL	AUTHORIZED CONDITIONS ²
Dickinson	Alger	Wood Island Waste Management Inc.	100%	100%	Р
Dickinson	Menominee	Michigan Environs Inc.	100%	100%	Р
Dickinson	Delta	Delta County Landfill	100%	100%	Р
Dickinson	Schoolcraft	Hiawatha Shores Landfill Inc.	100%	100%	Р
Dickinson	Ontonagon	K&W Landfill	100%	100%	Р

CURRENT EXPORT VOLUME AUTHORIZATION OF SOLID WASTE

Additional authorizations and the above information for those authorizations are listed on an attached page.

¹ Facilities are only listed if the exporting county is restricted to using specific facilities within the importing county.

² Authorization indicated by P = Primary Disposal; C = Contingency Disposal; * = Other conditions exist and detailed explanation is included in the Attachment Section.

SOLID WASTE DISPOSAL AREAS

The following identifies the names of existing disposal areas which will be utilized to provide the required capacity and management needs for the solid waste generated within the County for the next five years and, if possible, the next ten years. Pages III-7-1 through III-7-5 contain descriptions of the solid waste disposal facilities which are located within the County and the disposal facilities located outside of the County which will be utilized by the County for the planning period. Additional facilities within the County with applicable permits and licenses may be utilized as they are cited by this Plan, or amended into this Plan, and become available for disposal. If this Plan update is amended to identify additional facilities in other counties outside the County, those facilities may only be used if such import is authorized in the receiving County's Plan. Facilities outside of Michigan may also be used if legally available for such use.

Type II Landfill:

Wood Island Waste Management, Inc.

Michigan Environs, Inc.

Delta County Landfill

Hiawatha Shores Landfill, Inc. K&W Landfill

<u>Type III Landfill:</u> Niagara Development LLC Verso Quinnesec LLC Type A Transfer Facility:

Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners

Type B Transfer Facility:

Processing Plant:

Incinerator:

Waste Piles:

Waste-to-Energy Incinerator:

Other:

Additional facilities are listed on an attached page. Letters from or agreements with the listed disposal areas owners/operators stating their facility capacity and willingness to accept the County's solid waste are in the Attachments Section.

SOLID WASTE COLLECTION SERVICES AND TRANSPORATION:

The following describes the solid waste collection services and transportation infrastructure which will be utilized within the County to collect and transport solid waste.

The Cities of Iron Mountain, Kingsford and Norway will continue to provide curbside collection of residential and certain commercial wastes generated within their boundaries, with municipal employees and equipment. Breitung Township will continue to provide curbside collection of residential waste through a contract with Great American Environmental Services, Inc., a different private company or resume municipal service. Sagola Township will continue to provide curbside collection of solid waste and recyclables through a contract with Warmboe and Bates, or another private party.

Residents of Waucedah and Norway Townships will continue individual contracts with private waste collection companies to deliver waste to the transfer station or deliver it themselves.

Felch, Breen and West Branch Townships will continue to operate green box collection sites for their residents. The Great American Environmental Services, Inc. provides transportation for waste collect in Felch and West Branch Townships. Superior Special Services, Inc. collects the waste from Breen Township.

Waste collection at residential, commercial and industrial locations may be collected by either municipal or private haulers.

Waste brought to the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners, is currently transported to and disposed of at the Wood Island Waste Management, Inc. in Alger County. Great American Environmental Services, Inc. currently operates the Dickinson County Solid Waste Transfer Station (GAD) under contract the Dickinson County Solid Waste Management Authority.

The Dickinson County Solid Waste Management Authority may select other entities that would best serve their interest and/or other disposal facilities. The exportation of waste from Dickinson County may be processed at the transfer station in Dickinson County prior to transport to Alger, Delta, Menominee, Ontonagon and/or Schoolcraft Counties so long as they are included in the County Plan, they are consistent with the County Plan's siting process, or are in counties identified in the import/export authorization tables.

SITING REVIEW PROCEDURES

AUTHORIZED DISPOSAL AREA TYPES

The following solid waste disposal area types may not be sited by this Plan. Any proposal to construct a facility listed herein shall be deemed inconsistent with the Plan.

Not Applicable

SITING CRITERIA AND PROCESS

The following process describes the criteria and procedures to be used to site solid waste disposal facilities and determine consistency with this Plan. (attach additional pages if necessary)

Type II landfill siting criteria are not included because ten years of capacity have been provided by contract with Wood Island Landfill.

Expansion, or construction, of the following solid waste facilities are considered to be consistent with the Dickinson County Solid Waste Management Plan:

- Expansion of the Verso Quinnesec LLC Type III Landfill facility located in Section 12, Township 39 North, Range 30 West is permitted.
- Expansions of the Niagara Development Type III Landfill located in Section 13, Township 39 North, Range 30 West are deemed automatically consistent with the Plan; so long as they do not exceed the acres sited for use that are identified in the facility description.



Construction or expansion of the Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners, located in Section 33, Township 40 North, Range 30 West is permitted.

Transportation: '

• Great American Environmental Services, Inc. or other waste haulers serving Dickinson County

Disposal Areas:

Processing Plants

Incineration

Transfer Stations

• Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners

Sanitary Landfills

- Niagara Development LLC Type III Landfill
- Verso Quinnesec LLC Type III Landfill

Ultimate Disposal Area Uses:

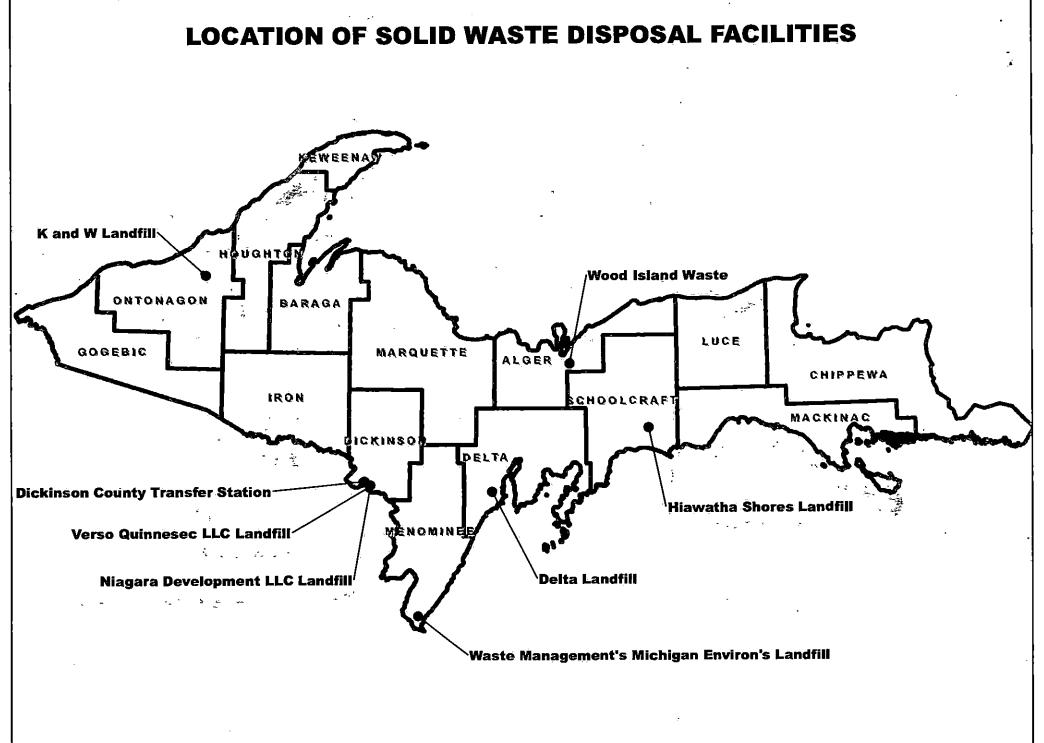
- Dickinson County Solid Waste Transfer Station (GAD) or subsequent owners- residential, industrial and/or commercial uses in accordance to the zoning ordinance
- Niagara Development LLC Type III landfill- commercial, industrial, and/or recreational uses in accordance to the zoning ordinance
- Verso Quinnesec LLC Type III landfill- commercial, industrial, and/or recreational uses in accordance to the zoning ordinance

Local Responsibility for Plan Update Monitoring & Enforcement:

- Dickinson County Solid Waste Management Planning Committee/ Dickinson County Solid Waste Management Authority
- Dickinson County will be responsible for enforcement of plan.

Educational and Informational Programs: Dickinson County Solid Waste Management Authority

Documentation of acceptance of responsibilities is contained in Appendix D.



ATTACHMENTS

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Special Conditions

Special conditions affecting import or export of solid waste.

NONE

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STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY LANSING



DAN WYANT DIRECTOR

August 1, 2014

Mr. Henry Wender, Chairperson Dickinson County Board of Commissioners P.O. Box 609 Iron Mountain, Michigan 49801

Dear Mr. Wender:

The locally approved amendment to the Dickinson County Solid Waste Management Plan (Plan Amendment) received by the Department of Environmental Quality (DEQ) on May 19, 2014, is hereby approved with modification. The Plan Amendment required a modification that was sent to the Dickinson County Designated Planning Agency Contact, Ms. Nicole F. Frost on June 23, 2014. The approval of the modification dated, July 3, 2014, was received from Dickinson County.

Based upon the intent of the County, the following was a modification made to the Plan Amendment:

The facility description pages found on pages <u>II-4</u> and <u>III-9</u> for the Niagara Development, LLC Type III Landfill (Niagara) identifies, "Total area sited for use: 29 acres." However, the intent of the County was to allow for the Niagara landfill to expand to 68 acres. Based upon this information, the "total area sited for use" acres identified in both of these facility description pages shall be changed to 68 acres.

The Plan Amendment also makes the following changes:

- Changes all references to Consolidated Paper Type III Landfill to Niagara Development Type III Landfill (Niagara).
- Updates the Executive Summary to encourage the disposal of low hazardous industrial waste and Construction and Demolition (C & D) waste at Niagara.
- Clarifies and updates the Data Base section for the disposal areas in Dickinson County; specifically identifying the following:
 - The Dickinson County Solid Waste Management Authority operates a transfer station in Breitung Township.
 - The Verso Paper Company operates a landfill solely for the disposal of waste generated by the Verso Qinnesec Mill with 58 acres permitted as a landfill.
 - The Niagara Development LLC operates a landfill allowing for only low hazard industrial waste generated within Dickinson County to be disposed at Niagara. However, if the facility is permitted and licensed in the future to accept C & D waste, only waste generated within Dickinson County will

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be authorized for disposal at the site. There are 39 acres permitted as a landfill.

- Adds a Facility Description for Niagara as a Type III Landfill allowed to accept industrial and C & D waste (Only if permitted to receive such waste.)
- Clarifying that only waste collected from Dickinson County will be allowed to be disposed in Dickinson County; therefore, no changes were made to the Import Table.
- Updates the Solid Waste Collection Services and Transportation section to reflect the current situation.
- Updates the Siting Review Procedures to the following:
 - Expansion of the Verso landfill facility located in Section 12, Township 39 North, Range 30 West is permitted.
 - Expansions of the Niagara Development Type III Landfill located in Section 13, Township 36 North, Range 30 West are deemed automatically consistent with the Plan; so long as they do not exceed the acres sited for use that are identified in the facility description. Also, Niagara Development Type III Landfill is deemed automatically consistent to receive a construction permit for a Construction and Demolition Waste Landfill.
 - Construction or expansion of the DCSWMA Transfer Station located in Section 33, Township 40 North, Range 30 West is permitted.

The DEQ would like to thank Dickinson County for its efforts in addressing its solid waste management issues. If you have any questions, please contact Ms. Rhonda S. Oyer, Chief, Sustainable Materials Management Unit, Solid Waste Section, Office of Waste Management and Radiological Protection, at 517-284-6591; oyerr@michigan.gov; or DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely,

Klurk Chang acting

Bryce Feighner, P.E., Chief Office of Waste Management and Radiological Protection 517-284-6551

cc: Senator Tom Casperson Representative Ed McBroom Ms. Nicole Frost, Dickinson County Administrator/Controller Mr. Dan Wyant, Director, DEQ Mr. Jim Sygo, Deputy Director, DEQ Ms. Maggie Datema, Legislative Affairs, DEQ Mr. Phil Roycraft/Ms. Carolyn St Cyr, DEQ Ms. Rhonda S. Oyer, DEQ Mr. Steve Sliver/Ms. Christina Miller, DEQ\Dickinson County File



Board Chairman: Henry Wender Vice Chairman: John P. Degenaer, Jr. Commissioners: Barbara J. Kramer Ann Martin Joe Stevens Controller/Administrator: Nicole F. Frost Assistant Controller: Sonya Pugh

July 3, 2014

Ms. Christina Miller Sustainable Materials Management Unit Solid Waste Section Office of Waste Management and Radiological Protection MDEQ P.O. Box 30241 Lansing, MI 48909-7741

Dear Ms. Miller:

SUBJECT: Dickinson County Solid Waste Management Plan Amendment Modification

As a follow up to your letter dated June 23, 2014, the Dickinson County Board of Commissioners respectfully requests the DEQ to issue its approval of the Dickinson County Solid Waste Management Plan (Plan) Amendment, and agrees with the DEQ administratively making the modification as discussed below.

The modification recommended by the DEQ involves the facility description for the Niagara Development, LLC Type III Landfill (Niagara) found on pages II-4 and III-9 of the Plan. Specifically, the stated "Total area sited for use: 29 Acres" in the amendment is in need of modification as it is contrary to the intent of the County.

The intent of the County was to allow for Niagara landfill to expand 68 acres, the total area of property at the facility. The "total area sited for use" acres identified in the Niagara facility descriptions on pages II-4 and III-9 should be changed to 68 acres in the facility in the facility is the facility description.

JUL 09 2014

Courthouse, P.O. Box 609, Iron Mountain, Michigan 49801 • Phone: 906.774.2573 • Fax: 906.774.3686

It is clear throughout the Plan document that Niagara is granted certain allowances, but only should the allowance be permitted by the DEQ. Currently, the DEQ has permitted the Niagara landfill for a total of 39 acres. It is the intent of the County that, any Niagara expansion beyond the currently permitted 39 acres would subsequently require additional DEQ permitting.

I believe the enclosed information satisfies the documentation required for your final consideration of our proposed amendment. Should you require additional information, please do not hesitate to contact me at (906) 774-2573.

Sincerely,

Henry Wenden

Henry Wender, Chairman Dickinson County Board of Commissioners

STATE OF MICHIGAN



DEPARTMENT OF ENVIRONMENTAL QUALITY

Lansing



DAN WYANT DIRECTOR

Ms. Nicole F. Frost, Administrator/Controller Dickinson County P.O. Box 609 Iron Mountain, Michigan 49801

Dear Ms. Frost:

SUBJECT: Dickinson County (County) Solid Waste Management Plan (Plan) Amendment

This letter is a follow-up a conversation on June 17, 2014, with you, regarding clarifying the intent of the Dickinson County (County) Solid Waste Management Plan Amendment (Amendment). In order for the Department of Environmental Quality (DEQ) to recommend approval and to acknowledge the intent of the County, the following modification to the Amendment needs to be made:

The facility description pages found on pages II-4 and III-9 for the Niagara Development, LLC Type III Landfill (Niagara) identifies, "Total area sited for use: 29 acres." However, the intent of the County was to allow for the Niagara landfill to expand 68 acres. Based upon this information, the "total area sited for use" acres identified in both of these facility description pages should be changed to 68 acres.

If the County agrees with the DEQ administratively making these modifications to the Amendment as part of the DEQ's approval of the Amendment, please have a party who is authorized to act on behalf of the County provide a letter to the DEQ indicating the County's agreement with these changes and requesting that the DEQ issue its approval with these modifications. An example of such a letter is enclosed.

The DEQ believes that the Amendment does not achieve the intent of the County without the modifications outlined above. If the County decides not to agree to have the DEQ make the changes as part of the approval process, the Office of Waste Management and Radiological Protection will recommend that the DEQ not approve the Amendment as written.

If you have any questions concerning this matter, please contact me at the telephone number below; via e-mail at millerc1@michigan.gov; or DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely,

Christina Miller Sustainable Materials Management Unit Solid Waste Section Office of Waste Management and Radiological Protection 517-614-7426

Enclosure

cc: Mr. Steve Sliver, DEQ Ms. Rhonda Oyer, DEQ Dickinson County File

Ontonagon County Board of Commissioners Courthouse, 725 Greenland Road Ontonagon, MI 49953

Telephone (906) 884-4255 Fax (906) 884-6796

Chairperson John E. Peikola Vice Chairperson Dale Parent

October 16, 2013

Christina Miller Sustainable Materials Management Unit Solid Waste Section Office of Waste Management and Radiology Protection Department of Environmental Quality Constitution Hall 525 West Allegan Street P.O. Box 30473 Lansing, MI 48909-7973

Dear Ms. Miller

As a follow up to your letter dated October 4, 2013, the Ontonagon County Board of Commissioners respectfully requests the DEQ to issue your approval of the Ontonagon County Solid Waste Management Plan Amendment.

Ontonagon County Board of Commissioners met in regular session on October 15, 2013 and reviewed the recommended modifications to the Ontonagon County Solid Waste Management Plan Amendment. The Board of Commissioners concurred with your recommendation of approving the modifications as follows:

- Amendment to page 21, Table 1-A, Current Import Volume Authorization of Solid Waste, Identified the following counties in the table: Baraga, Gogebic, Houghton, Iron, and Keweenaw. The Amendment did not state any "Authorized Condition" however; it was the County's intent to authorize these countles for primary disposal. Therefore, the Amendment should Indicate a "P" for each of these counties under Authorized Condition column in the Table. This modification also applies to page 22, Table 1-B, Future Import Volume Authorization of Solid Waste Contingent on New Facilities Being Sited, in the amendment.
 - It was an oversight by the County not to include any contingency disposal options in Table 1-A. Therefore, the following counties should have been included for contingency disposal: Alger, Delta, Marquette, and Schoolcraft. Furthermore, the Amendment should include a "C" for each of these counties under the Authorized Condition column in the Table. This modification also applies to the amendment to page 22, Table 1-B, Future import Volume Authorization of Solid Waste Contingent on New Facilities Being Sited, in the amendment.

RECEIVED OCT 21 2013

DEO-RMD

Commissioners Hubert J. Lukkari Dennis H. O'Brien Carl R. Nykanen Thank you for your attention to this request. If there is anything further you require please contact Kim J. Stoker, Executive Director of the Western U.P. Planning and Development Region (WUPPDR) at 906-482-7205, ext. 316 or by email at <u>kstoker@wuppdr.org</u>.

Sincerely,

John Pelkola, Chair Board of Commissioners Ontonagon County

Enc: Copy 10/15/2013 Board Minutes

Cc: Kim J. Stoker, Executive Director, WUPPDR



Board Chairman: Henry Wender Vice Chairman: John P. Degenaer, Jr. Commissioners: Barbara J. Kramer Ann Martin Joe Stevens Controller/Administrator: Nicole F. Frost Assistant Controller: Sonya Pugh

May 14, 2014

Ms. Christina Miller Sustainable Materials Management Unit Solid Waste Section Office of Waste Management and Radiological Protection MDEQ P.O. Box 30241 Lansing, MI 48909-7741

Dear Ms. Miller:

SUBJECT: Dickinson County Solid Waste Management Plan (Plan) Amendment

I am writing to transmit the necessary documentation for your review in the finalization of the proposed Dickinson County Solid Waste Management Plan Amendment. The impetus for the amendment came in the form of a request from Niagara Worldwide LLC seeking acceptance of new waste streams at their Niagara Development Type III Landfill. Specifically, the request was to allow for the acceptance of construction and demolition waste at their landfill, as well as acceptance of compatible industrial wastes generated from sources other than their operations and from outside of Dickinson County.

The Dickinson County Solid Waste Management Planning Committee (SWMPC) has diligently and fully deliberated the request. The major concepts within the proposed amendment language approved by the SWMPC allow acceptance of low hazard industrial waste and construction and demolition waste at the Niagara Development Type III Landfill from sources other than their own operations. The SWMPC, however, chose to make no changes to the existing import authorizations and will only allow waste generated from within Dickinson County to be disposed of at the Niagara Development Type III Landfill.

MAY 19 2014

Courthouse, P.O. Box 609, Iron Mountain, Michigan 49801 • Phone: 906.774.2573 • Fax: 906.774.3686 DEQ-RMD While the key changes to the Plan involve allowable waste streams, the amendment also serves to formally change the name of the Consolidated Paper Type II Landfill to Niagara Development Type III Landfill throughout the Plan document. Additionally, the amendment language serves to make consistent the references to the Niagara Development Type III Landfill as well as the DCSWMA Transfer Station throughout. Lastly, the amendment language strives to clarify the intentions of the SWMPC in terms of the selected solid waste management system.

Please find the following sequentially attached to this cover letter:

- ✓ Proposed Plan language to be changed by the amendment, including the revised Facility Description for the Niagara Development Type III Landfill.
- ✓ Draft minutes of the March 12, 2014 SWMPC meeting at which the amendment language was approved and SWMPC Resolution # 2014-1 approving the Plan amendment.
- ✓ Dickinson County Board of Commissioners Resolution # 2014-2 approving the Plan amendment.
- ✓ A copy of the February 17, 2014 public hearing notice, which shows the November 8, 3012 date of publication.
- ✓ Approved minutes of the February 17, 2014 SWMPC meeting, which reflect the notes taken during the public hearing of the same date.
- ✓ Written comments received during the 90 day public comment period which includes only the February 14, 2014 MDEQ correspondence.
- ✓ Documentation of approvals from 67 percent of all Dickinson County municipal governments.
- ✓ Listing of the fourteen (14) SWMPC members and their area of representation.

We recognize that not all of the requests of Niagara Worldwide LLC were granted through this amendment, but we are pleased that we were still able to allow for a growth of their operations. While it has been a long process to this end, I believe it has served to solidify the direction of solid waste management in Dickinson County. It has been several years since the SWMPC had been charged with deliberation of a formal request and it provided a great venue for bringing everyone together on the same page. This could not have been accomplished without your assistance and the resources provided by the MDEQ. On behalf of the SWMPC I want to thank you for your willingness to shepherd us through this process.

I believe the enclosed information satisfies the documentation required for your final consideration of our proposed amendment. Should you require additional information, please do not hesitate to contact me at (906) 774-2573.

Sincerely,

Nicole F. Frost Controller/Administrator

Dickinson County Solid Waste Management Planning Committee

Proposed Amendments to the Solid Waste Management Plan (SWMP)

1. CHANGE THE FOLLOWING LANGUAGE THROUGHOUT THE ENTIRE SWMP DOCUMENT:

All references to Consolidated Paper Type III Landfill shall refer to Niagara Development Type III Landfill, the entity which owns that landfill and to which the landfill is licensed.

2. CONCLUSIONS – EXECUTIVE SUMMARY, PAGE I-2:

Add the following paragraph:

Encourage the disposal of low hazard industrial waste and Construction and Demolition waste in the Niagara Development Type III Landfill. Disposal of such waste must be consistent with the Michigan Department of Environmental Quality (MDEQ) operating license issued to Niagara Development Type III Landfill.

3. DATA BASE, PAGE II-2:

Alter the first paragraph as follows:

Solid waste disposal areas for Dickinson County are:

- The Dickinson County Solid Waste Management Authority will operate a waste transfer station in Breitung Township (DCSWMA Transfer Station) which is operated under contract by the Great American Disposal Company located in Section 33, Township 40 North, Range 30 West.
- Verso Paper Company operates a landfill in Section 12, Township 39 North, Range 30 West solely for the disposal of waste generated by the Verso Qinnesec Mill. There are 58 acres permitted as a landfill with an estimated life of 15 years.
- Niagara Development LLC operates a landfill in Section 13, Township 39 North, Range 30 West. Only low hazard industrial waste generated within Dickinson County is permitted to be disposed at the Niagara Development Type III Landfill. However, if the facility is permitted and licensed in the future to accept construction & demolition waste, only that waste generated within Dickinson County will be authorized for disposal at the site. There are 39 acres permitted as a landfill with an estimated life of 66.8 years, based on current disposal rates.

4. FACILITY DESCRIPTIONS, PAGE II-4 AND PAGE III-9:

CHANGE THE FOLLOWING LANGUAGE THROUGHOUT THE SWMP DOCUMENT:

The facility descriptions previously identified as Consolidated Paper Type III Landfill (Pages II-4 and III-9) will be replaced with the facility description for Niagara Development Type III Landfill provided as an attachment to this addendum.

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5. SELECTED SOLID WASTE MANAGEMENT SYSTEM section, Page III-1:

Delete the first paragraph and replace as follows:

The selected solid waste management system for Dickinson County is for municipalities to be responsible for residential solid waste collection systems. All waste types would need to be characterized and disposed of properly.

The Dickinson County Solid Waste Management Authority will operate a waste transfer station in Breitung Township, the DCSWMA Transfer Station . All solid waste* types delivered to the DCSWMA Transfer Station will be transported to the Wood Island Landfill in Alger County.

The Niagara Development Type III Landfill is currently permitted and licensed to operate and accept only low hazard industrial waste. However, the facility may, if permitted and licensed in the future as a construction and demolition landfill, accept construction and demolition waste.

Verso Paper Company landfill is only authorized to dispose of waste generated by the Verso Quinnesec Mill.

* "Solid waste" as defined within the NREPA Solid Waste Act, 324.11506 Definitions; S to Y.

6. SELECTED SOLID WASTE MANAGEMENT SYSTEM section, Page III-1:

Add the following paragraphs:

All household waste and commercial waste generated within Dickinson County will be delivered to the DCSWMA Transfer Station in Quinnesec. Construction and demolition waste may be delivered to the DCSWMA Transfer Station.

Waste generated by Verso Paper Company operations within Dickinson County will be disposed of at its own landfill facility. All costs are the responsibility of Verso Paper.

Low hazard industrial, and construction and demolition waste generated within Dickinson County may be disposed of at the Niagara Development Type III Landfill. This authorization is not allowable unless or until the Niagara Development Type III Landfill has a construction and demolition landfill permit and license. Niagara Development Type III Landfill is currently only permitted as a low hazard industrial waste landfill.

7. IMPORT AUTHORIZATION section on page III-2:

No change to existing Import Table. Waste will be collected only from Dickinson County.

8. EXPORT AUTHORIZATION section on Page III-4:

No change to existing Export Table.

9. SOLID WASTE COLLECTION SERVICES AND TRANSPORTATION section, Page III-12, LAST PARAGRAPH:

Replace the last paragraph as follows:

Waste collection at residential, commercial and industrial locations may be collected by either municipal or private haulers.

Add the following paragraph:

Waste brought to the DCSWMA Transfer Station is currently transported to and disposed of at the Wood Island Landfill in Alger County. The DCSWMA Transfer Station is currently operated under contract by Great American Disposal Company. During the Plan period, the Dickinson County Solid Waste Management Authority may select other entities that would best serve their interest.

10. SITING REVIEW PROCEDURES section, Page III-28, under SITING CRITERIA AND PROCESS:

Alter the second paragraph as follows:

Expansion, or construction, of the following solid waste facilities are considered to be consistent with the Dickinson County Solid Waste Management Plan:

- Expansion of the Verso landfill facility located in Section 12, Township 39 North, Range 30 West is permitted.
- Expansions of the Niagara Development Type III Landfill located in Section 13, Township 39 North, Range 30 West are deemed automatically consistent with the Plan; so long as they do not exceed the acres sited for use that are identified in the facility description. Also, Niagara Development Type III Landfill is deemed automatically consistent to receive a construction permit for a Construction and Demolition Waste Landfill.
- Construction or expansion of the DCSWMA Transfer Station located in Section 33, Township 40 North, Range 30 West is permitted.

END

ATTACHMENT:

NIAGARA DEVELOPMENT TYPE III LANDFILL FACILITY DESCRIPTION, PAGES II-4 AND PAGE III-9

FACILITY DESCRIPTIONS		
Facility Type:	Type III Low Hazard Industrial Waste Landfill	
Facility Name:	Niagara Development, LLC Type III Landfill	
County: <u>Dickinson</u>	Location: Town: <u>39N</u> Range: <u>30W</u> Section: <u>13</u>	
Map identifying location included in Attachment Section: Yes X_No		

If facility is an incinerator or a transfer station, list the final disposal site and location for incinerator or ash or transfer station wastes N / A

Public	Private:	Owner:	
Operating Stat	us (Check) Open	Waste types Received	l (check all that apply) Residential
	Closed		Commercial
<u> </u>	Licensed	<u> </u>	Industrial ¹
	Unlicensed	<u> </u>	Construction & Demolition ¹
	Construction Permit		Contaminated Soils
	Open, but closure	<u> </u>	Special Waste *
	Pending	<u></u>	Other:

1: ONLY IF PERMITTED TO RECEIVE

*Explanation of special wastes, including a specific list and/or conditions:

<u>Site Size:</u> Total area of facility property: Total area sited for use: Total area permitted: Operating: Not Excavated: Closed;	68AcresRETURN TO29AcresAcres39AcresLETTER5.9Acres16.8Acres6.3Acres
Current Capacity: Estimated Lifetime: Estimated days open per year: Estimated yearly disposal volume:	<u>510,000</u> Yds. (active cell, February 2013) <u>5.1</u> Years <u>365</u> Days <u>10,000</u> Yds.
(If applicable) N / A Annual Energy Production: Landfill gas recovery projects: Waste-to-energy incinerators:	Megawatts Megawatts

5	
Type III Low Hazard Industrial Waste Landfill	
Niagara Development, LLC Type III Landfill	
Location: Town: <u>39N</u> Range: <u>30W</u>	Section: <u>13</u>
n included in Attachment Section <u>: Yes</u>	_X_No
	<u>Niagara Development, LLC Type III Landfill</u> Location: Town: <u>39N</u> Range: <u>30W</u>

If facility is an incinerator or a transfer station, list the final disposal site and location for incinerator or ash or transfer station wastes N/A

Public	Private:	Owner:		
Operating Stat	us (Check) Open		Waste types Received (check all that apply) Residential
	Closed			Commercial
<u> </u>	Licensed		<u> </u>	Industrial ¹
	Unlicensed		<u> </u>	Construction & Demolition ¹
	Construction Permit			Contaminated Soils
	Open, but closure			Special Waste *
	Pending			Other:

1: ONLY IF PERMITTED TO RECEIVE

*Explanation of special wastes, including a specific list and/or conditions:

<u>Site Size:</u> Total area of facility property: Total area sited for use: Total area permitted: Operating: Not Excavated: Closed:	68Acres29Acres39Acres5.9Acres16.8Acres6.3Acres
Current Capacity: Estimated Lifetime: Estimated days open per year: Estimated yearly disposal volume:	<u>510,000</u> Yds. (active cell, February 2013) <u>S.1</u> Years <u>365</u> Days <u>10,000</u> Yds.
(If applicable) N / A Annual Energy Production: Landfill gas recovery projects: Waste-to-energy incinerators:	Megawatts Megawatts

DICKINSON COUNTY SOLID WASTE MANAGEMENT PLANNING COMMITTEE

APPROVED MINUTES

COMMITTEE MEETING November 1, 2013 – 11:00 a.m. Correctional Center Conference Room

- 1. The meeting was called to order by Nicole Frost, County Controller, at 11:01 a.m.
- 2. Roll Call was taken by Nicole Frost and a quorum was present.

Present: Nicole Frost, Henry Wender, Kay Pascoe, Dave Schmutzler, Scott Flaminio, Bill Rice, Ann Hruska, Joe Regina, Jordan Stanchina, Peter Van Steen, and Terry Barnes.

Absent: Tony Edelbeck, and Jeff Maule.

Also present: Brian Smeester (Citizen), Paul Killian (GEI Consultants), Nick Ghere (Niagara Development), Sandy Holmes (Watson Disposal).

- 3. Accept Agenda and stipulate additions: MOTION BY STANCHINA AND SUPPORTED BY SCHMUTZLER TO ACCEPT THE AGENDA AS PRESENTED. MOTION CARRIED.
- 4. **Approval of Sept 5, 2013 SWMPC Meeting Minutes:** MOTION BY WENDER AND SUPPORTED BY STANCHINA TO APPROVE THE SPETEMBER 5, 2013 SWMPC MINUTES AS PRESENTED. MOTION CARRIED.
- 5. **Citizen's Time**: Sandy Holmes stated that she was there to express interest in bidding on the management contract for the transfer station. Brian Smeester stated that competition is good (in regards to the transfer station management) and he encourages it. Committee members clarified the function of this committee as affecting the county Solid Waste Management Plan (SWMP) vs. the Solid Waste Authority, which oversees the transfer station and its contracts. It was also clarified that there is only the proposed changes to the SWMP requested by Niagara Development are being considered at this time.
- 6. Items before the Committee:

A. Discussion regarding Request for Modification to the Dickinson County Solid Waste Management Plan for the Operation of the Niagara Development Type II Landfill.

Each item of the proposed language amendments and the SWMPC changes proposed at the September 5, 2013 Meeting were reviewed. The majority of the discussion centered on the Data Base (page II-2 of the SWMP) and Import Authorization, where the SWMPC had specified that industrial waste, low hazard hazardous waste, and construction and demolition waste accepted at the Niagara Development Landfill be accepted from

Dickinson County only, and not from a multicounty radius as sought by Niagara Development. Representatives from Niagara Development stated that they had sought the larger radius in order to increase business.

MOTION BY SCHMUTZLER AND SUPPORT BY ROGINA TO STRICTLY LIMIT THE IMPORT OF WASTE ONLY FROM WITHIN DICKINSON COUNTY. MOTION CARRIED.

Discussion followed to state the Committee's concerns about increased traffic through a residential area, the possibility of an alternate travel route, and further definition of municipal waste. When questioned what the estimated life of the Niagara Development Landfill was, Killian and Ghere supplied a figure of 66.8 years, based on current disposal rates. The remainder of the changes drew no discussion as they reflect a better statement of current practices/conditions already in effect in the County, but have not been updated.

MOTION BY VAN STEEN AND SUPPORT BY STANCHINA TO APPROVE THE AMENDMENTS TO THE SWMP AS DISCUSSED, OPEN THE 90 DAY PUBLIC COMMENT PERIOD STARTING NOVEMBER 11, 2013, AND SET THE PUBLIC HEARING FOR FEBRUARY 17, 2014 AT 1 PM IN CONJUNCTION WITH THE NEXT SWMPC MEETING, MOTION CARRIED.

B. Update regarding current vacancy of one SWMPC Member representing the Solid Waste Management Industry.

Frost reported that no letters of interest have been received for the vacancy, and it has not been filled. The committee stands at 13 instead of 14 members.

7. Other Business:

Questions were answered as to the process the proposed amendments to the Solid Waste Management Plan must go through. It was clarified that a 90 day public comment period must be held in conjunction with a public hearing. Within 30 days, of the public comment period, the SWMPC meets to consider approval and makes a recommendation to the Board of Commissioners (BOC). If the BOC approves the proposed amendments, 67% of the local municipalities must then agree to the amendments. Once this process is complete, the Plan amendments are submitted to the DEQ for review and approval. The SWMPC will convene after the public hearing on February 17, 2014 at 1:00 p.m. to deliberate on final amendment language, taking into consideration any public comments received.

- 8. Citizens' Time: There was no participation.
- 9. MOTION BY WENDER, SUPPORTED BY STANCHINA, TO ADJOURN. MOTION CARRIED.

The meeting was adjourned at 11:52 a.m.

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DICKINSON COUNTY SOLID WASTE MANAGEMENT PLANNING COMMITTEE

DRAFT MINUTES

COMMITTEE MEETING March 12, 2014 – 10:00 a.m. Correctional Center Conference Room

- 1. The meeting was called to order by Nicole Frost at 10:07 a.m.
- 2. Roll Call was taken by Nicole Frost and a quorum was present.

Present: Terry Barnes, Tony Edelbeck, Nicole Frost, Ann Hruska, Kay Pascoe, Bill Rice, Joe Regina, and Jordan Stanchina.

Absent: Ray Anderson, Scott Flaminio, Jeff Maule, Dave Schmutzler, Peter Van Steen, and Henry Wender.

Also present: Dave Dunlap (Niagara Development)

- 3. Accept Agenda and stipulate additions: MOTION BY RICE AND SUPPORTED BY PASCOE TO ACCEPT THE AGENDA AS PRESENTED. MOTION CARRIED.
- 4. Approval of February 17, 2014 SWMPC Meeting Minutes: MOTION BY EDLEBECK AND SUPPORTED BY HRUSKA TO APPROVE THE FEBRUARY 17, 2014 SWMPC MINUTES AS PRESENTED. MOTION CARRIED.
- 5. **Citizen's Time**: Frost opened the floor for public comment and there was no participation.

6. Items before the Committee:

A. Discussion regarding Proposed Solid Waste Management Plan Language Changes.

The proposed language amendments were reviewed. All references to the transfer station were made to be consistent. Discussion also took place regarding the Selected Solid Waste Management System section, page III-1 of the SWMP. This section was organized by facility and the definition of "solid waste" was discussed at length. MOTION BY ROGINA AND SUPPORTED BY EDLEBECK TO INCLUDE THE NREPA SOLID WASTE ACT, SECTION 324.11506 DEFINITION OF "SOLID WASTE" INTO THE PROPOSED LANGUAGE AMENDMENTS. MOTION CARRIED.

B. Recommendation to County Board of Commissioners regarding Draft Plan Amendment Language.

The Committee performed a final review of the proposed language amendments.

MOTION BY BARNES AND SUPPORTED BY STANCHINA TO ADOPT RESOLUTION #2014-1 OF THE DCSWMPC TO APPROVE AND RECOMMEND THE ATTACHED SOLID WASTE MANAGEMENT PLAN AMENDMENTS TO THE DICKINSON COUNTY BOARD OF COMMISSIONERS. MOTION CARRIED.

- 7. Other Business: None.
- 8. Citizens' Time: Dave Dunlap inquired as to the upcoming process for County Board and municipality approvals.
- 9. MOTION BY PASCOE, SUPPORTED BY STANCHINA, TO ADJOURN. MOTION CARRIED.

The meeting was adjourned at 10:20 a.m.

Resolution # 2014-1

Dickinson County Solid Waste Management Planning Committee

WHEREAS, the Dickinson County Solid Waste Management Planning Committee (SWMPC) received a request for modifications to the Dickinson County Solid Waste Management Plan for the operation of the Niagara Development Type III Landfill; and

WHEREAS, the SWMPC has held public meetings to research and deliberate the requested modifications; and

WHEREAS, the SWMPC has drafted language which amends the Dickinson County Solid Waste Plan; and

WHEREAS, the SWMPC made available the draft amendments for a 90 day public comment review period; and

WHEREAS, the SWMPC held a public hearing on February 17, 2014 to receive comments on the draft amendments; and

WHEREAS, the SWMPC has deliberated the comments received and revised the draft amendments accordingly.

NOW THEREFORE, be it resolved that the Dickinson County Solid Waste Management Planning Committee approves and recommends the attached Solid Waste Plan amendments to the Dickinson County Board of Commissioners.

YEAS: Barnes, Edlebeck, Frost, Hruska, Pascoe, Rice, Rogina, and Stanchina.

NAYS: None.

This $\frac{1}{2}$ day of MARCH, 2014.

DICKINSON COUNTY SOLID WASTE MANAGEMENT PLANNING COMMITTEE

Nicole F. Frost, Chairman

Anthony D. Edlebeck,

Dickinson County Solid Waste Management Planning Committee

Proposed Amendments to the Solid Waste Management Plan (SWMP)

1. CHANGE THE FOLLOWING LANGUAGE THROUGHOUT THE ENTIRE SWMP DOCUMENT:

All references to Consolidated Paper Type III Landfill shall refer to Niagara Development Type III Landfill, the entity which owns that landfill and to which the landfill is licensed.

2. CONCLUSIONS – EXECUTIVE SUMMARY, PAGE I-2:

Add the following paragraph:

Encourage the disposal of low hazard industrial waste and Construction and Demolition waste in the Niagara Development Type III Landfill. Disposal of such waste must be consistent with the Michigan Department of Environmental Quality (MDEQ) operating license issued to Niagara Development Type III Landfill.

3. DATA BASE, PAGE II-2:

Alter the first paragraph as follows:

Solid waste disposal areas for Dickinson County are:

- The Dickinson County Solid Waste Management Authority will operate a waste transfer station in Breitung Township (DCSWMA Transfer Station) which is operated under contract by the Great American Disposal Company located in Section 33, Township 40 North, Range 30 West.
- Verso Paper Company operates a landfill in Section 12, Township 39 North, Range 30 West solely for the disposal of waste generated by the Verso Qinnesec Mill. There are 58 acres permitted as a landfill with an estimated life of 15 years.
- Niagara Development LLC operates a landfill in Section 13, Township 39 North, Range 30 West. Only low hazard industrial waste generated within Dickinson County is permitted to be disposed at the Niagara Development Type III Landfill. However, if the facility is permitted and licensed in the
- future to accept construction & demolition waste, only that waste generated within Dickinson County will be authorized for disposal at the site. There are 39 acres permitted as a landfill with an estimated life of 66.8 years, based on current disposal rates.

4. FACILITY DESCRIPTIONS, PAGE II-4 AND PAGE III-9:

CHANGE THE FOLLOWING LANGUAGE THROUGHOUT THE SWMP DOCUMENT:

The facility descriptions previously identified as Consolidated Paper Type III Landfill (Pages II-4 and III-9) will be replaced with the facility description for Niagara Development Type III Landfill provided as an attachment to this addendum.

5. SELECTED SOLID WASTE MANAGEMENT SYSTEM section, Page III-1:

Delete the first paragraph and replace as follows:

The selected solid waste management system for Dickinson County is for municipalities to be responsible for residential solid waste collection systems. All waste types would need to be characterized and disposed of properly.

The Dickinson County Solid Waste Management Authority will operate a waste transfer station in Breitung Township, the DCSWMA Transfer Station . All solid waste* types delivered to the DCSWMA Transfer Station will be transported to the Wood Island Landfill in Alger County.

The Niagara Development Type III Landfill is currently permitted and licensed to operate and accept only low hazard industrial waste. However, the facility may, if permitted and licensed in the future as a construction and demolition landfill, accept construction and demolition waste.

Verso Paper Company landfill is only authorized to dispose of waste generated by the Verso Quinnesec Mill.

* "Solid waste" as defined within the NREPA Solid Waste Act, 324.11506 Definitions; S to Y.

6. SELECTED SOLID WASTE MANAGEMENT SYSTEM section, Page III-1:

Add the following paragraphs:

All household waste and commercial waste generated within Dickinson County will be delivered to the DCSWMA Transfer Station in Quinnesec. Construction and demolition waste may be delivered to the DCSWMA Transfer Station.

Waste generated by Verso Paper Company operations within Dickinson County will be disposed of at its own landfill facility. All costs are the responsibility of Verso Paper.

Low hazard industrial, and construction and demolition waste generated within Dickinson County may be disposed of at the Niagara Development Type III Landfill. This authorization is not allowable unless or until the Niagara Development Type III Landfill has a construction and demolition landfill permit and license. Niagara Development Type III Landfill is currently only permitted as a low hazard industrial waste landfill.

7. IMPORT AUTHORIZATION section on page III-2:

No change to existing Import Table. Waste will be collected only from Dickinson County.

8. EXPORT AUTHORIZATION section on Page III-4:

No change to existing Export Table.

9. SOLID WASTE COLLECTION SERVICES AND TRANSPORTATION section, Page III-12, LAST PARAGRAPH:

Replace the last paragraph as follows:

Waste collection at residential, commercial and industrial locations may be collected by either municipal or private haulers.

Add the following paragraph:

Waste brought to the DCSWMA Transfer Station is currently transported to and disposed of at the Wood Island Landfill in Alger County. The DCSWMA Transfer Station is currently operated under contract by Great American Disposal Company. During the Plan period, the Dickinson County Solid Waste Management Authority may select other entities that would best serve their interest.

10. SITING REVIEW PROCEDURES section, Page III-28, under SITING CRITERIA AND PROCESS:

Alter the second paragraph as follows:

Expansion, or construction, of the following solid waste facilities are considered to be consistent with the Dickinson County Solid Waste Management Plan:

- Expansion of the Verso landfill facility located in Section 12, Township 39 North, Range 30 West is permitted.
- Expansions of the Niagara Development Type III Landfill located in Section 13, Township 39 North, Range 30 West are deemed automatically consistent with the Plan; so long as they do not exceed the acres sited for use that are identified in the facility description. Also, Niagara Development Type III Landfill is deemed automatically consistent to receive a construction permit for a Construction and Demolition Waste Landfill.
- Construction or expansion of the DCSWMA Transfer Station located in Section 33, Township 40 North, Range 30 West is permitted.

END

ATTACHMENT:

NIAGARA DEVELOPMENT TYPE III LANDFILL FACILITY DESCRIPTION, PAGES II-4 AND PAGE III-9

FACILITY DESCRIPTIONS						
Facility Type:	Type III Low Hazard Industrial Waste Landfill					
Facility Name:	Niagara Development, LLC Type III Landfill					
County: <u>Dickinson</u>	Location: Town: <u>39N</u> Range: <u>30W</u>	Section: <u>13</u>				
Map identifying locatio	n included in Attachment Section <u>: Yes</u>	<u>_ X _</u> No				

If facility is an incinerator or a transfer station, list the final disposal site and location for incinerator or ash or transfer station wastes N/A

Public	Private:	Owner	:	
Operating Stat	us (Check) Open		Waste types Received	(check all that apply) Residential
	Closed			Commercial
<u>x</u>	Licensed		<u> </u>	Industrial ¹
	Unlicensed		<u> </u>	Construction & Demolition ¹
	Construction Permit			Contaminated Soils
	Open, but closure			Special Waste *
	Pending			Other:

1: ONLY IF PERMITTED TO RECEIVE

i

*Explanation of special wastes, including a specific list and/or conditions:

<u>Site Size:</u> Total area of facility property: Total area sited for use: Total area permitted: Operating: Not Excavated: Closed:	68Acres29Acres39Acres5.9Acres16.8Acres6.3Acres
Current Capacity: Estimated Lifetime: Estimated days open per year: Estimated yearly disposal volume:	<u>510,000</u> Yds. (active cell, February 2013) <u>5.1</u> Years <u>365</u> Days <u>10,000</u> Yds.
(If applicable) N / A Annual Energy Production: Landfill gas recovery projects: Waste-to-energy incinerators:	Megawatts Megawatts

FACILITY DESC	RIPTIONS							
Facility Type:	be: <u>Type III Low Hazard Industrial Waste Landfill</u>							
Facility Name:	Niagara	a Development, LLC Typ	e III Landfill					
County: Dickin	ison	Location: Town: <u>39N</u>	Range: <u>30W</u>	Section: <u>13</u>				
Map identifyin	g location include	ed in Attachment Sectio	on <u>: Yes</u>	_X_No				
ash or transfer	station wastes	ransfer station, list the t	·	e and location for incinerator or				
Public	Private	: Owner:						
Operating State	us (Check) Open	Waste	types Received	(check all that apply) Residential				
	Closed			Commercial				
<u> </u>	Licensed		<u> </u>	Industrial ^a				

х

Other:		

1: ONLY IF PERMITTED TO RECEIVE

Construction & Demolition¹

Contaminated Soils

Special Waste *

*Explanation of special wastes, including a specific list and/or conditions:

Unlicensed

Pending

Construction Permit

Open, but closure

<u>Site Size:</u> Total area of facility property: Total area sited for use: Total area permitted: Operating:	<u>68</u> Acres <u>29</u> Acres <u>39</u> Acres 5.9 Acres
Not Excavated:	<u>16.8</u> Acres
Closed:	<u>6.3</u> Acres
Current Capacity: Estimated Lifetime: Estimated days open per year: Estimated yearly disposal volume:	<u>510,000</u> Yds. (active cell, February 2013) <u>5.1</u> Years <u>365</u> Days <u>10,000</u> Yds.
(if applicable) N / A Annual Energy Production: Landfill gas recovery projects: Waste-to-energy incinerators:	Megawatts Megawatts

Resolution # 2014-2

Dickinson County Board of Commissioners

WHEREAS, the Dickinson County Solid Waste Management Planning Committee (SWMPC) received a request for modifications to the Dickinson County Solid Waste Management Plan for the operation of the Niagara Development Type III Landfill; and

WHEREAS, the SWMPC has held public meetings to research and deliberate the requested modifications; and

WHEREAS, the SWMPC has drafted language which amends the Dickinson County Solid Waste Plan; and

WHEREAS, the SWMPC made available the draft amendments for a 90 day public comment review period; and

WHEREAS, the SWMPC held a public hearing on February 17, 2014 to receive comments on the draft amendments; and

WHEREAS, the SWMPC has deliberated the comments received and revised the draft amendments accordingly; and

WHEREAS, the SWMPC has resolved to recommend the attached Solid Waste Plan amendments to the Dickinson County Board of Commissioners.

NOW THEREFORE, be it resolved that the Dickinson County Board of Commissioners approves the attached Solid Waste Plan amendments.

DICKINSON COUNTY BOARD OF COMMISSIONERS

Henry Wender, Chairman

I, Dolly Cook, the duly appointed, qualified and Acting Clerk of the County of Dickinson, Michigan, do hereby certify that the above extract from the minutes of a Regular meeting of the County Board of Commissioners of Dickinson County, Michigan held on March 24, 2014 is a true and correct excerpt of original minutes related to the matters set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the County of Dickinson, Michigan,

March 24, 2014 they

LIFESTYLES

The Daily News, iron Mountain-Kingsford, Michigan Friday, November 8, 2013 --- 7-Α

KHS class of '58

Lifestyle Briefs

class of 1952 will meet for lunch at noon Monday, Nov. 11, at the C&R Bar in Aurora, Wis.

All classmates, spouses and guests are welcome.

IMHS class of '57 plans breakfast

IRON MOUNTAIN ~ The monthly breakfast for members of the Iron Mountain High School class of 1957 and their spouses and guests will be held on Saturday, Nov. 9, at the Maple Creek Restaurant at 9 a.m. also prarming a wrine bisconts an in gravy, Elephant Sale in the choir room. They will have many surprises including some Depression glass and a tea

Public Review Period

The Dickinson County Solid Waste Management Planning Committee is accepting comments on proposed language

changes to the Dickinson County Solid Waste Management Plan. The proposed changes are available by contacting the Dickinson County Controller at 705 S. Stephenson Ave., Iron Mountain, Mi 49601 or by calling 906-774-2573. Comments will be received during the next 90 days and at a Public Hearing on February 17, 2014 at 1:00 p.m. in the Sheriff's Department Conference Room, 300 East D St., Iron Mountain, Mi 49801.

Johnson practices bending like Angel to go under.

Limbo stick inar ten Jan and an

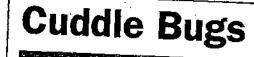
CHAMPION CONCRETE

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JANRIC CLASSIC SUDOKU

Fill in the blank cells using numbers 1 to 9. Each number can appear only once in each row, column and 3x3 block. Use logic and process elimination to solve the puzzle. The difficulty level ranges from Bronze (easiest) to Silver to Gold (hardest).

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Tth grade pumpkin decorating contest at Central Middle School Tth grade pumpkin decorating contest at Central Middle School

DICKINSON COUNTY SOLID WASTE MANAGEMENT PLANNING COMMITTEE

MINUTES

COMMITTEE MEETING February 17, 2014 – 1:00 p.m. Correctional Center Conference Room

1. The meeting was called to order by Nicole Frost, County Controller, at 1:00 p.m.

2. Roll Call was taken by Nicole Frost and a quorum was present. Frost reported that the committee again consists of 14 members, the Board of Commissioners having appointed Ray Anderson to the vacant seat on November 11, 2013.

Present: Nicole Frost, Henry Wender, Kay Pascoe, Dave Schmutzler, Scott Flaminio, Bill Rice, Ann Hruska, Joe Regina, Tony Edelbeck, Peter Van Steen, and Terry Barnes.

Absent: Ray Anderson, Jordan Stanchina and Jeff Maule.

Also present: Paul Killian (GEI Consultants), and Nick Ghere (Niagara Development).

- 3. Citizen's Time: Frost opened the floor for public comment and there was no participation.
- 4. Items before the Committee:
 - . Public Hearing to Accept Comments on Proposed Language Changes to the Dickinson County Solid Waste Management Plan.

MOTION BY BARNES AND SUPPORTED BY VANSTEEN TO RECESS THE MEETING AND OPEN THE PUBLIC HEARING AT 1:02 P.M. MOTION CARRIED.

Frost called for public comments on the proposed amendments to the Solid Waste Management Plan and there was no participation.

A committee member inquired as to whether the public hearing had been advertised. Wender stated the hearing had been advertised in the Iron Mountain Daily News on November 8, 2013, as required.

Frost noted she had only received public comments from the DEQ within the 90 day comment period.

MOTION BY VANSTEEN AND SUPPORTED BY PASCOE TO CLOSE THE PUBLIC HEARING AND RETURN TO THE COMMITTEE MEETING AT 1:04 P.M. MOTION CARRIED.

DICKINSON COUNTY SOLID WASTE MANAGEMENT PLANNING COMMITTEE

MINUTES

COMMITTEE MEETING February 17, 2014 – 1:00 p.m. Correctional Center Conference Room

- 1. The meeting was called to order by Nicole Frost, County Controller, at 1:00 p.m.
- 2. **Roll Call** was taken by Nicole Frost and a quorum was present. Frost reported that the committee again consists of 14 members, the Board of Commissioners having appointed Ray Anderson to the vacant seat on November 11, 2013.

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Frost noted she had only received public comments from the DEQ within the 90 day comment period.

MOTION BY VANSTEEN AND SUPPORTED BY PASCOE TO CLOSE THE PUBLIC HEARING AND RETURN TO THE COMMITTEE MEETING AT 1:04 P.M. MOTION CARRIED. 2. Discussion regarding Proposed Solid Waste Management Plan Language Changes.

MOTION BY VANSTEEN AND SUPPORTED BY EDELBECK TO APPROVE THE NOVEMBER 1, 2013 SWMPC MINUTES AS PRESENTED. MOTION CARRIED.

Much discussion followed regarding the DEQ comments on the proposed language changes as approved at the November 1, 2013 meeting for public review. The Committee deliberated each amendment, along with the corresponding DEQ comments, to arrive at revised language that satisfies their intentions. The revised language is attached and is dated February 17, 2014.

3. Recommendation to County Board of Commissioners regarding Draft Plan Amendment Language.

It was the consensus of the Committee to assemble the revised language and have Frost approach the DEQ to determine if the revisions meet with DEQ SWMP requirements, prior to making a final recommendation to the County Board of Commissioners. Frost will then distribute the revisions, along with any suggestions from the DEQ, to the members for their review. Frost noted the next meeting would need to take place within 30 days.

5. Other Business:

There was no other business presented.

- 6. Citizens' Time: Frost opened the floor for public comment and there was no participation.
- 9. MOTION BY VANSTEEN, SUPPORTED BY PASCOE, TO ADJOURN. MOTION CARRIED.

The meeting was adjourned at 2:04 p.m.

2. Discussion regarding Proposed Solid Waste Management Plan Language Changes.

MOTION BY VANSTEEN AND SUPPORTED BY EDELBECK TO APPROVE THE NOVEMBER 1, 2013 SWMPC MINUTES AS PRESENTED. MOTION CARRIED.

Much discussion followed regarding the DEQ comments on the proposed language changes as approved at the November 1, 2013 meeting for public review. The Committee deliberated each amendment, along with the corresponding DEQ comments, to arrive at revised language that satisfies their intentions. The revised language is attached and is dated February 17, 2014.

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- 6. Citizens' Time: Frost opened the floor for public comment and there was no participation.
- 9. MOTION BY VANSTEEN, SUPPORTED BY PASCOE, TO ADJOURN. MOTION CARRIED.

The meeting was adjourned at 2:04 p.m.

Dickinson County Solid Waste Management Planning Committee

February 17, 2014 Proposed Language Changes to the Solid Waste Management Plan (SWMP)

1. CHANGE THE FOLLOWING LANGUAGE THROUGHOUT THE ENTIRE SWMP DOCUMENT:

All references to Consolidated Paper Type III Landfill shall refer to Niagara Development Type III Landfill, the entity which owns that landfill and to which the landfill is licensed.

2. CONCLUSIONS – EXECUTIVE SUMMARY, PAGE I-2:

Add the following paragraph:

Encourage the disposal of low hazard industrial waste and Construction and Demolition waste in the Niagara Development Type III Landfill. Disposal of such waste must be consistent with the Michigan Department of Environmental Quality (MDEQ) operating license issued to Niagara Development Type III Landfill.

3. DATA BASE, PAGE II-2:

Alter the first paragraph as follows:

Solid waste disposal areas for Dickinson County are:

- Dickinson County Solid Waste Management Authority Transfer Station operated under contract by the Great American Disposal Company located in Section 33, Township 40 North, Range 30 West.
- Verso Paper Company operates a landfill in Section 12, Township 39 North, Range 30 West solely for the disposal of waste generated by the Verso Qinnesec Mill. There are 58 acres permitted as a landfill with an estimated life of 15 years.
- Niagara Development LLC operates a landfill in Section 13, Township 39 North, Range 30 West. Only low hazard industrial waste generated within Dickinson County is permitted to be disposed at the Niagara Development Type III Landfill. However, if the facility is permitted and licensed in the future to accept construction & demolition waste, only that waste generated within Dickinson County will be authorized for disposal at the site. There are 39 acres permitted as a landfill with an estimated life of 66.8 years,

Dickinson County Solid Waste Management Planning Committee

February 17, 2014 Proposed Language Changes to the Solid Waste Management Plan (SWMP)

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3. **DATA BASE, PAGE II-2:**

Alter the first paragraph as follows:

Solid waste disposal areas for Dickinson County are:

- Dickinson County Solid Waste Management Authority Transfer Station operated under contract by the Great American Disposal Company located in Section 33, Township 40 North, Range 30 West.
- Verso Paper Company operates a landfill in Section 12, Township 39 North, Range 30 West solely for the disposal of waste generated by the Verso Qinnesec Mill. There are 58 acres permitted as a landfill with an estimated life of 15 years.
- Niagara Development LLC operates a landfill in Section 13, Township 39 North, Range 30 West. Only low hazard industrial waste generated within Dickinson County is permitted to be disposed at the Niagara Development Type III Landfill. However, if the facility is permitted and licensed in the future to accept construction & demolition waste, only that waste generated within Dickinson County will be authorized for disposal at the site. There are 39 acres permitted as a landfill with an estimated life of 66.8 years,

based on current disposal rates.

4. FACILITY DESCRIPTIONS, PAGE II-4 AND PAGE III-9:

CHANGE THE FOLLOWING LANGUAGE THROUGHOUT THE SWMP DOCUMENT:

The facility descriptions previously identified as Consolidated Paper Type III Landfill (Pages II-4 and III-9) will be replaced with the facility description for Niagara Development Type III Landfill provided as an attachment to this addendum.

5. SELECTED SOLID WASTE MANAGEMENT SYSTEM section, Page III-1:

Delete the first paragraph and replace as follows:

The selected solid waste management system for Dickinson County is for municipalities to be responsible for residential solid waste collection systems.

The Dickinson County Solid Waste Management Authority will operate a waste transfer station in Breitung Township. All **Type II solid waste** delivered to the Dickinson County Solid Waste Management Authority transfer station will be transported to the Wood Island Landfill in Alger County.

However, only low hazard industrial, and construction and demolition waste disposal options will be served by the Niagara Development Type III Landfill as legally permitted at the facility. Verso Paper Company landfill is only authorized to dispose of waste generated by the Verso Quinnesec Mill.

Any other waste type would need to be characterized and disposed of properly.

6. SELECTED SOLID WASTE MANAGEMENT SYSTEM section, Page III-1:

Add the following paragraphs:

All household waste and commercial waste generated within Dickinson County will be delivered to the Dickinson County Solid Waste Management Authority Transfer Station in Quinnesec. Construction and demolition waste may be delivered to the Transfer Station.

Waste generated by Verso Paper Company operations within Dickinson County

based on current disposal rates.

4. FACILITY DESCRIPTIONS, PAGE II-4 AND PAGE III-9:

CHANGE THE FOLLOWING LANGUAGE THROUGHOUT THE SWMP DOCUMENT:

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However, only low hazard industrial, and construction and demolition waste disposal options will be served by the Niagara Development Type III Landfill as legally permitted at the facility. Verso Paper Company landfill is only authorized to dispose of waste generated by the Verso Quinnesec Mill.

Any other waste type would need to be characterized and disposed of properly.

6. SELECTED SOLID WASTE MANAGEMENT SYSTEM section, Page III-1:

Add the following paragraphs:

All household waste and commercial waste generated within Dickinson County will be delivered to the Dickinson County Solid Waste Management Authority Transfer Station in Quinnesec. Construction and demolition waste may be delivered to the Transfer Station.

Waste generated by Verso Paper Company operations within Dickinson County

will be disposed of at its own landfill facility. All costs are the responsibility of Verso Paper.

Low hazard industrial, and construction and demolition waste generated within Dickinson County may be disposed of at the Niagara Development Type III Landfill. This authorization is not allowable unless or until the Niagara Development Type III Landfill has a construction and demolition landfill permit and license. Niagara Development Type III Landfill is currently only permitted as a low hazard industrial waste landfill.

7. IMPORT AUTHORIZATION section on page III-2:

No change to existing Import Table. Waste will be collected only from Dickinson County.

8. EXPORT AUTHORIZATION section on Page III-4:

No change to existing Export Table.

9. SOLID WASTE COLLECTION SERVICES AND TRANSPORTATION section, Page III-12, LAST PARAGRAPH:

Replace the last paragraph as follows:

Waste collection at residential, commercial and industrial locations may be collected by either municipal or private haulers.

Add the following paragraph:

Waste brought to the Dickinson County Solid Waste Management Authority Transfer Station is currently transported to and disposed of at the Wood Island Landfill in Alger County. The Transfer Station is currently operated under contract by Great American Disposal Company. During the Plan period, the Dickinson County Solid Waste Management Authority may select other entities that would best serve their interest.

10. SITING REVIEW PROCEDURES section, Page III-28, under SITING CRITERIA AND PROCESS:

Alter the second paragraph as follows:

will be disposed of at its own landfill facility. All costs are the responsibility of Verso Paper.

Low hazard industrial, and construction and demolition waste generated within Dickinson County may be disposed of at the Niagara Development Type III Landfill. This authorization is not allowable unless or until the Niagara Development Type III Landfill has a construction and demolition landfill permit and license. Niagara Development Type III Landfill is currently only permitted as a low hazard industrial waste landfill.

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No change to existing Import Table. Waste will be collected only from Dickinson County.

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No change to existing Export Table.

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Replace the last paragraph as follows:

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Waste brought to the Dickinson County Solid Waste Management Authority Transfer Station is currently transported to and disposed of at the Wood Island Landfill in Alger County. The Transfer Station is currently operated under contract by Great American Disposal Company. During the Plan period, the Dickinson County Solid Waste Management Authority may select other entities that would best serve their interest.

10. SITING REVIEW PROCEDURES section, Page III-28, under SITING CRITERIA AND PROCESS:

Alter the second paragraph as follows:

Expansion, or construction, of the following solid waste facilities are considered to be consistent with the Dickinson County Solid Waste Management Plan:

- Expansion of the Verso landfill facility located in Section 12, Township 39 North, Range 30 West is permitted.
- Expansions of the Niagara Development Type III Landfill located in Section 13, Township 39 North, Range 30 West are deemed automatically consistent with the Plan; so long as they do not exceed the acres sited for use that are identified in the facility description. Also, Niagara Development Type III Landfill is deemed automatically consistent to receive a construction permit for a Construction and Demolition Waste Landfill.

• Construction or expansion of a transfer station located in Section 33, Township 40 North, Range 30 West is permitted.

END

ATTACHMENT:

NIAGARA DEVELOPMENT TYPE III LANDFILL FACILITY DESCRIPTION, PAGES II-4 AND PAGE III-9

Expansion, or construction, of the following solid waste facilities are considered to be consistent with the Dickinson County Solid Waste Management Plan:

- Expansion of the Verso landfill facility located in Section 12, Township 39 North, Range 30 West is permitted.
- Expansions of the Niagara Development Type III Landfill located in Section 13, Township 39 North, Range 30 West are deemed automatically consistent with the Plan; so long as they do not exceed the acres sited for use that are identified in the facility description. Also, Niagara Development Type III Landfill is deemed automatically consistent to receive a construction permit for a Construction and Demolition Waste Landfill.
- Construction or expansion of a transfer station located in Section 33, Township 40 North, Range 30 West is permitted.

END

ATTACHMENT:

NIAGARA DEVELOPMENT TYPE III LANDFILL FACILITY DESCRIPTION, PAGES II-4 AND PAGE III-9

FACILITY DESCRIPTIONS			
Facility Type:	Type III Low Hazard Industrial W	aste Landfill	
Facility Name:	Niagara Development, LLC Type	III Landfill	
County: Dickinson	Location: Town: <u>39N</u>	Range: <u>30W</u>	Section: <u>13</u>
Map identifying location	n included in Attachment Section	<u>: Yes</u>	<u>X</u> No
If facility is an incinerate	or or a transfer station, list the fir	nal disposal site	and location for incinerator or

ash or transfer station wastes

N/A

Public	Private:	Owner:	
Operating Stat	us (Check) Open	Waste types Receiv	ved (check all that apply) Residential
	Closed		Commercial
<u> </u>	Licensed	<u> </u>	Industrial ¹
	Unlicensed	<u> </u>	Construction & Demolition ¹
	Construction Permit		Contaminated Soils
. <u> </u>	Open, but closure	<u> </u>	Special Waste *
	Pending		Other:

1: ONLY IF PERMITTED TO RECEIVE

*Explanation of special wastes, including a specific list and/or conditions:

·	
<u>Site Size:</u>	
Total area of facility property:	68 Acres
Total area sited for use:	29 Acres
Total area permitted:	<u>39</u> Acres
Operating:	<u>5.9</u> Acres
Not Excavated:	<u>16.8</u> Acres
Ciosed:	<u>6.3</u> Acres
Current Capacity:	<u>S10,000</u> Yds. (active cell, February 2013)
Estimated Lifetime:	<u>5.1</u> Years
Estimated days open per year:	<u>365</u> Days
Estimated yearly disposal volume:	<u>10,000</u> Yds.
(If applicable) N / A	
Annual Energy Production:	
Landfill gas recovery projects:	Megawatts
Waste-to-energy incinerators:	Megawatts

FACILITY DESCRIPTIONS						
Facility Type:	ity Type: <u>Type III Low Hazard Industrial Waste Landfill</u>					
Facility Name:	Niagara Development, LLC Type III Landfill					
County: Dickinson	Location: Town: <u>39N</u> Range: <u>30W</u>	Section: 13				
Map identifying location	n included in Attachment Section <u>: Yes</u>	<u>X</u> ND				

If facility is an incinerator or a transfer station, list the final disposal site and location for incinerator or ash or transfer station wastes N/A.

Public	Private:	Owner:	
Operating Stat	• •	Waste types Received	
<u>X</u>	Open		Residential
	Closed	·	Commercial
<u> </u>	Licensed	<u> </u>	Industrial ¹
	Unlicensed	<u> </u>	Construction & Demolition ¹
	Construction Permit		Contaminated Soils
<u></u>	Open, but closure		Special Waste *
	Pending		Other:

1: ONLY IF PERMITTED TO RECEIVE

*Explanation of special wastes, including a specific list and/or conditions:

Site Size:	
Total area of facility property:	68 Acres
Total area sited for use:	29 Acres
Total area permitted:	39 Acres
Operating:	<u>5.9</u> Acres
Not Excavated:	<u>16.8</u> Acres
Closed:	<u>6.3</u> Acres
Current Capacity:	<u>510,000</u> Yds. (active cell, February 2013)
Estimated Lifetime:	5.1 Years
Estimated days open per year:	<u>365</u> Days
Estimated yearly disposal volume:	<u>10,000</u> Yds.
(If applicable) N / A	
Annual Energy Production:	
Landfill gas recovery projects:	Megawatts
Waste-to-energy incinerators:	Megawatts



RICK SNYDER

GOVERNOR

STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

LANSING



DAN WYANT

February 14, 2014

Ms. Nicole F. Frost, Administrator/Controller Dickinson County P.O. Box 609 Iron Mountain, Michigan 49801

Dear Ms. Frost:

SUBJECT: Dickinson County (County) Solid Waste Management Plan (Plan) Amendment

The Department of Environmental Quality (DEQ) has received and reviewed the documentation provided by you for the third draft Plan Amendment 90-day public comment period that began on November 11, 2013. Comments will be addressed below in the order they appear in the Plan Amendment.

In order to alleviate any confusion, it is recommended that references to the facilities within the Amendment be consistent. For example, within various sections of the Amendment, Niagara Development LLC is also referenced as, Niagara Development Type III landfill, Niagara Landfill, and Niagara Development Landfill. Please ensure that each facility is referenced properly and consistently.

Item number 2, Conclusions – Executive Summary, Page I-2, does not identify industrial waste, per the intentions of the County, to allow the Niagara Development Landfill (Niagara) to dispose of industrial waste along with construction and demolition waste and low-hazardous industrial waste once the facility is permitted and licensed to do so. Therefore, industrial waste should be included in this paragraph and should be consistently referenced throughout the Amendment when identifying the waste types intended to be authorized for Niagara in the future.

Item number 3, Data Base, Page II-2, third bullet, second sentences states, "Industrial waste, construction, & demolition waste, and low hazard hazardous waste generated within Dickinson County is permitted to be disposed at the Niagara Landfill." Niagara is currently only permitted as a Type III low hazardous industrial waste landfill and not a construction and demolition or industrial waste landfill. This sentence should be changed to reflect the current permit and use an asterisk or caveat for what the County intends for future disposal at the facility. Further, all references to "low hazard hazardous waste" should be changed to "low hazardous industrial waste" to reflect the actual type of waste authorized. Therefore, the sentence should be changed to the following or similar language:

Only low hazard industrial waste generated within Dickinson County is permitted to be disposed at the Niagara Landfill. However, if the facility is permitted and licensed in the future to accept construction & demolition and industrial waste, only waste generated within Dickinson County will be authorized for disposal at the site.

Item number 4, Facility Description, Page II-4 and Page III-9, first paragraph, states that the facility description will be replaced with the facility description for Niagara provided as an attachment to this addendum; however, one was not provided for review. Please ensure to

include a copy of the facility description with the Amendment. Further, as stated above, the facility description should be reflective of the current permit and license for the facility, and could possibly use a caveat or asterisk that identifies the County's intent for the future facility type. The "sited for use" acreage should reflect the acreage that the County intends to deem as automatically consistent with the Plan.

Item number 5, Selected Solid Waste Management System, Page III-1, is confusing as written. Further, the Amendment clearly states in item number 3 that Verso Paper Company landfill is only authorized to dispose of waste generated by the Verso Quinnesec Mill; therefore, Verso landfill should be deleted from the sentence as well other sections of the Amendment that reference Verso. Furthermore, it is unclear whether or not the transfer station located in Breitung Township is the same or a different facility as the Dickinson County Solid Waste Management Authority transfer station run by Great American Disposal Company. Please ensure to refer to the facility consistently throughout the Amendment. To clearly describe the County's intent and to alleviate any confusion it is recommended to make the following changes to this item number:

The selected solid waste management system for Dickinson County is for municipalities to be responsible for residential solid waste collection systems.

The Dickinson County Solid Waste Management Authority will operate a waste transfer station in Breitung Township. All waste types can be delivered to the Dickinson County Solid Waste Management Authority transfer station and can be disposed of either at the Wood Island Landfill in Alger County or the Niagara Development Landfill located within Dickinson County.

However, only industrial, low hazardous industrial, and construction and demolition waste disposal options will be served by the Niagara Development Landfill as legally permitted at the facility. Verso Paper Company landfill is only authorized to dispose of waste generated by the Verso Quinnesec Mill.

Item number 6, Selected Solid Waste Management System, Page III-1, paragraph 1 states, "All household waste and commercial waste generated within Dickinson County will be delivered to the Dickinson County Solid Waste Management Authority Transfer Station in Quinnesec. Commercial, low hazard industrial waste, and industrial waste may be brought to the transfer station." This paragraph is duplicative and conflicting with the previous amendment changes and causes confusion. It was the County's intent to allow all waste types to be brought to the Dickinson County Solid Waste Authority Transfer Station (Dickinson TS) and waste from the Dickinson TS could be could be disposed of at the Wood Island or Niagara landfills. This paragraph should be changed to the following or similar language:

All household and commercial waste generated within Dickinson County may be delivered to the Dickinson County Solid Waste Management Authority Transfer Station in Quinnesec. However, all types of industrial waste and construction and demolition waste can also be brought to the transfer station.

Paragraph 3, states, "Low hazard industrial, and construction and demolition waste generated within Dickinson County may be disposed of at either the Verso landfill or the Niagara Development landfill." It is the County's intent to authorize industrial waste along with the low hazard industrial, and construction and demolition waste to be disposed at Niagara. Also, as

indicated above, the term "industrial waste" should be added to the sentence. Further, based on the above comment, the phrase, "at either the Verso landfill" should be deleted from the sentence. Furthermore, it should be noted in the Amendment that this authorization is not allowable unless or until the Niagara Development landfill has an industrial waste and construction and demolition landfill permit and license. Niagara Development currently is only permitted as a low-hazardous industrial waste landfill.

Item number 9, Solid Waste Collection Services and Transportation, Page III-12, states, "Alter the last paragraph as follows:" It is not clear what the Amendment was intending to do with the last paragraph found in this section; however, it was the intent of the County to actually replace the paragraph, therefore, please change the Amendment term to "replace" instead of "alter".

Item number 10, Siting Review Procedures, Page III-28, Siting Criteria and Process, second bullet does not clearly state the intention of the County in regards to what expansions are authorized for Niagara or whether or not they are consistent with the Plan to receive a permit for a construction and demolition and/or industrial waste facility. Therefore, to clearly describe the County's intention the paragraph language should be changed to the following:

Expansions of the Niagara Development landfill located in Section 13, Township 39, North, Range 30 West are deemed automatically consistent with the Plan; so long as they do not exceed the acres sited for use that are identified in the facility description. Also, Niagara Development is deemed automatically consistent to receive a construction permit for a Construction and Demolition and/or an Industrial Waste Landfill.

If you have any questions or comments, please contact me at the telephone number below; via e-mail at millerc1@michigan.gov; or DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely.

Christina Miller Sustainable Materials Management Unit Solid Waste Section Office of Waste Management and Radiological Protection 517-284-6587

cc: Ms. Rhonda S. Oyer, DEQ Dickinson County File Appointments to the Solid Waste Management Planning Committee: Updated November 11, 2013

. . . **.** .

Solid Waste Management Industry (4)

Terry Barnes, Great American Disposal Co. P.O. Box 2002 Kingsford, MI 49802 906 563-7150 800 774-9006 tbarnes@loadmaster.org

Ray Anderson, City of Norway 915 Main Street Norway, MI 49870 906 563-9961

Tony Edlebeck,

City of Kingsford 305 5. Carpenter Ave Kingsford, MI 49802 906 774-3526 <u>citymgr@cityofkingsford.com</u>

Jeff Maule

Verso Paper Corp. Environmental Health and Safety Manager US 2 Quinnesec, MI 49876 Jeff.mauie@versopaper.com

Industrial Waste Generators (1)

Scott Flaminio GREDE 8D1 S. Carpenter Ave. Kingsford, MI 49802

Environmental Interest Group (2)

Ann Hruska

Dickinson Conservation District 1D2 N Hooper Street Kingsford, MI 49802 PH: 906.774.8441 Cell: 906.396.9843 ann.hruska@mi.nacdnet.net www.dickinsoncd.org

Nicole Frost

Dickinson County Administrator Dickinson County Park System PO Box 609 Iron Mountain, MI 49801 906 774-2573 Henry Wender, Chairman, Board of Commissioners PO Box 609 Iron Mountain, Mi 49801

City Government (1)

Jordan Stanchina City of Iron Mountain City Manger 501 S. Stephenson Avenue Iron Mountain, MI 49801 906 774-8530 citymanager@cityofironmountain.com

Township Government (1)

Joe Rogina,

Breitung Township Supervisor 3851 Menominee Quinnesec, MI 49876 906 779-2055 joerogina@breitungtwp.org

Regional Planning Commission (1)

Peter Van Steen, CUPPAD 2415 15th Avenue South Escanaba, MI 49829 906 786-9234 800-562-9828 pvansteen@cuppad.org

General Public (3)

Dave Schmutzler W 8095 Collins Road Iron Mountain, MI 49

Iron Mountain, MI 49801 906 774-3832

William D. Rice

725 Hamilton Avenue Kingsford, MI 49802 906 774-3742 wmdrice@gmail.com

Kay Pascoe

1011 West Brown St Iron Mountain, MI 49801 906 774-2732 kaypascoe@yahoo.com Regular Meeting of the City Council, City of Iron Mountain, County of Dickinson, Michigan held on Monday, April 21, 2014 at 6:30 p.m. in the Council Room. Presiding: Mayor Alessandrini

Present: Council Members List, Moraska, Revord, & Villa Absent: Council Member Zolner

Also Present: City Manager Stanchina, Chief Financial Officer Carol Bartolameolli and City Attorney Pukola.

Approval of Agenda

It was moved by Revord and supported by Villa to approve the agenda, as submitted. Motion Prevailed Unanimously

Approval of Minutes

Minutes of the Regular Meeting of April 7, 2014 Villa noted a correction under Committee Reports reflecting that the Parks and Recreation Committee met to review the skateboard park rather than playground equipment. It was moved by Moraska and supported by Revord to include Member Villa's correction and the resubmission of the minutes of April 7, 2014, at the next regular City Council Meeting. Motion Prevalled Unanimously

Minutes of the Regular Meeting of April 14, 2014 It was moved by Moraska and supported by Villa to approve the minutes of April 14, 2014, as submitted. Motion Prevailed Unanimously

Public Comment

Old Business

Discussion of School Liaison Millage Ballot Proposal

Stanchina communicated that at the last City Council meeting it was concluded that the School Liaison Millage ballot proposal would be presented once on the August Primary Election's ballot. He relayed that he had received feedback from council members and that the general consensus is that the question should be on the November General Election's ballot. Stanchina requested that the Council take formal action to move the proposal to the November General Election's ballot. It was moved by Alessandrini and supported by Revord to move the School Liaison Millage Ballot Proposal to the 2014 November General Election's ballot.

Motion Prevailed Unanimously

None

New Business

Appoint Maynr Pro Tem Mayor Alessandrini asked for nominations for the position of Mayor Pro Tem. Alessandrini nominated Member Revord for Mayor Pro Tem.

Mayor Alessandrini closed nominations.

Mayor Alessandrini called for a vote for the nomination of Member Revord as Mayor Pro Tem. Nomination Carried

Consideration of Utility Easement and Acceptance of Utilities Re: Timber Ridge Condominiums Stanchina outlined the details of the utility project for the Timber Ridge Condominiums. He imparted that due to unanticipated geological barriers and inadequate water pressure, the piacement of utility lines required unplanned adjustments; requiring new easements and a Developer's Agreement. Stanchina confirmed that an casement is already in place for Timber Ridge Drive and that the sanitary sewer is in place.

Easement #1 Legal Motion

A 30 foot wide easement running from the Northerly line of a proposed Public Road, Northerly and Northeasterly to an existing Waterline Easement and located in the Northeast One-quarter of the Southwest One-quarter (NE1/4 x SW1/4), Section Thirty-two (32), Township Forty North (T40N), Range Thirty West (R30W), City of Iron Mountain, Dickinson County, Michigan. This easement

is being written to include a portion of the City water main that was constructed outside of the original easement. This easement is 30 feet wide, being 15 feet on each side of the following described centerline; Commencing at the One-quarter corner common to Section 32, T40N, R30W,

and Section 5, T39N, R30W; thence S 89°01'09"W along the Township line between Sections 32 and 5 a distance of 352.37 feet; thence N 0⁴00'00"E a distance of 1441.57 feet to a point on the Northerly line of a proposed 66 foot wide public road and the POINT OF BEGINNING; Thence N 06°58'03'W a distance of 69.66 feet; thence N 49°47'58"E a distance of 110.44 feet to the West line of an existing Waterline easement and the POINT OF ENDING.

This easement does not include any portion of Unit 1 of the proposed Condominium. It was moved by Moraska and supported by Alessandrini to approve Easement #1 (North and East of Condo 1). Motion Prevalled Unanimously

Essement #2 Legal Motion

A 30 foot wide easement running from the Westerly line of the existing waterline easement area and the Easterly line of the proposed Timber Ridge Condominium and running Northwesterly to the Southerly line of a proposed 75 foot wide Public access and utility easement Located in the Northeast One-quarter of the Southwest One-quarter (NE1/4 x SW1/4), Section Thirty-two (32), Township Forty North (T40N), Range Thirty West (R30W), City of Iron Mountain, Dickinson County, Michigan. This easement is 30 feet wide, being 15 feet on each side of the following described centerline; Commencing at the One-quarter corner common to Section 32, T 40N, R30W,

and Section 5, T39N, R30W; thence S 89°01'09"W along the Township line between Sections 32 and 5 a distance of 276.45 feet; thence N 0°00'00"E a distance of 1577.00 feet to the POINT OF BEGINNING; Thence N 77°25'01"W a distance of 98.22 feet more or less to the POINT OF ENDING.

It was moved by Moraska and supported by Alessandrini to approve Easement #2 (South and East of Condo 1). Motion Prevailed Unanimously

Utility Easement Legal Motion

A proposed easement for public access and utilities along the north and west boundaries of Phase 1 of the proposed Timber Ridge Condominium, located in the Southeast One-quarter of the Southwest One-quarter (SE1/4 x SW1/4) and in the Northeast One-quarter of the Southwest One-quarter (NE1/4 x SW1/4), Section Thirty-two (32), Township Forty North (T40N), Range Thirty West (R30W), City of Iron Mountain, Dickinson County, Michigan, more particularly described as follows:

Commencing at the One-quarter corner common to Section 32, T40N, R30W, and Section 5, T39N, R30W; thence S 89°01'09"W along the Township line between Sections 32 and 5 a distance of 768.71 feet; thence N 0°00'00"E a distance of 1306.26 feet to a point on the Northerly line of a proposed 66 foot wide easement road and the POINT OF BEGINNING; Thence N 06°00'00"W a distance of 182.95 feet; thence N 63°00'20"E a distance of 346.99 feet; thence S 37°27'50"E a distance of 78.04 feet; thence S 66°35'08"W a distance af 167.92; thence S 63°00'20"W a distance of 307.85 feet; thence S 06°00'00"E a distance of 121.40 feet to a point on the Northerly line of a proposed 66 foot wide easement road and the POINT of 68°35'08"E a distance of 300'20"W a distance of 307.85 feet; thence S 06°00'00"E a distance of 121.40 feet to a point on the Northerly line of a proposed 66 foot wide easement road; thence along said North line S 79°56'58"W a distance of 60.15 feet; back to the POINT OF BEGINNING.

It was moved by Alessandrini and supported by Villa to grant the Utility Easement.

Motion Prevailed Unanimously

It was moved by Moraska and supported by Alessandrini to approve the Developes's Agreement, contingent upon adherence to City specifications and receipt of all easements, as presented.

Motion Prevailed Unanimously

Consideration of a Quit Claim Deed Request from Harry Rahoi

Stanchina detailed a request from Harry Rahoi for a quit claim deed on a small slice of land that may have been omitted from a legal description when he purchased Lot 103, Block 11, Plat of the Village of Lake Antoine, from the City of Iron Mountain in 1977. He indicated that the error was discovered when Mr. Rahoi had a title search done in the preparation of selling the property. Stanchina relayed that Section 13.8b of the City Charter requires the granting of the quit claim deed to be advertised three times and a public hearing be held. Stanchina recommended that the Council require the requestor to pay all actual costs.

It was moved by Alessandrini and supported by Revord to advertise a Public Hearing for May 19, 2014, at 6:30 p.m. for the consideration of the quick claim deed, waive the real estate policy, and require Mr. Rahoi to pay all actual costs. Motion Prevailed Unanimously

Consideration of Request by Society of Creative Anachronism Re: Archery Demonstration at City Park Stanchina presented the request made by the Society of Creative Anachronism to hold a longbow archery demonstration at their renaissance type event on September 27, 2014. He informed the Council that the current ordinance does provide an option to grant special permission to use archery equipment within the City limits. Stanchina noted his concern for the close proximity of the new walking trail and the location archery would be taking place. Revord and Stanchina imparted that past practice has been to deny such requests. The Council voted to deny the request, as presented, but will consider alternative ideas. Stanchina agreed to meet with a representative of the Society of Creative Anachronism to gather additional information and re-present the request.

It was moved by Moraska and seconded hy Revord to deny permission for the Society of Creative Anachronism to hold an archery demonstration at City Park on September 27, 2014.

List Ayc Revord Ayc Alessandrini Ayc Villa Nay Moraska Ayc Motion to deny Prevailed (Aye-4, Nay-1, Abstain-0)

Consideration of Noise Ordinance Waiver Re: City Park Pavilion Rental

Stanchina presented the request by Mr. James Renner to use amplified equipment outdoors within City Park as part of a special benefit concert for Kendal Clarke, a 10 month-old with a congenital heart defect, on June 15, 2014. Stanchina imparted that the requestor has verbally reserved the City Park Pavilion for the event and that the event is during the day and will not affect the general noise ordinance.

It was moved by Revord and supported by Villa to waive the policy on outdoor use of amplified sound equipment within City Park contingent upon the requestor completing the rental process for the City Park Pavilion. Motion Prevailed Unanimonsly

Consideration of Maintenance Agreement Re: 800mhz Radios

Stanchina reviewed the benefits of having a maintenance agreement for radios as they require repair. Stanchina estimated that the replacement cost for each radio is approximately \$3,000 and a typical repair cost is a minimum of \$400. Stanchina stated that the maintenance agreement would cost \$7.00 per month per radio and would cover any required repairs. He indicated that the agreement would begin upon the first repair and could be cancelled after one year.

It was moved by Alessandrini and supported by List to enter into a maintenance agreement for \$7.00 per month for each radio, as needed.

Motion Prevailed Unanimously

No Charge City Park Pavilion Rental Re: Camp 911

Stanchina detailed a request by the Dickinson County Hospital to use the City Park Pavilion at no charge for the Camp 911 event on Wednesday, June 18, 2014, and Thursday, June 19, 2014. Stanchina conveyed that a cleaning deposit is still collected and refunded upon inspection.

It was moved by Moraska and supported by Revord to approve the no charge use of the City Park Pavilion for Camp 911 on June 18 and June 19, 2014.

Motion Prevailed Unanimously

Approval of Travel Request Re: City Attorney

City Attorney Pirkola outlined the benefits of attending Michigan Association of Municipal Attorneys training on making modifications to outdated Charters. Stanchina and Pirkola communicated that travel costs would be minimal as the City Attorney would be traveling in conjunction with other business matters.

It was moved by Moraska and supported by List to approve the travel request, as presented. Motion Prevailed Unanimously

Authorization to Advertise for Council Vacancy

Stanchina asserted that the City is required to advertise and fill Mayor Rosen's vacant seat by May 12, 2014. Revord had a question as to who sits on the current Policy Committee. Revord suggested that the process of choosing candidate be discussed at the upcoming special meeting on April 23, 2014. Stanchina recommended setting a due date for letters of interest by May 5, 2014.

It was moved by Moraska and supported by Revord to authorize the advertisement for Council Member vacancy. Motion Prevailed Unanlmously

Approval of Pollcy Additions Re: Cemetery Park - Rules and Regulations

Stanchina reviewed the Cemetery Policy additions provided by Tom Quick, Cemetery Sexton. Stanchina confirmed that some of the older sites were purchased without a perpetual care fee at the time of sale and therefore the fee must be collected at the time of burial. Revord and List expressed their concern for those who have a financial difficulty paying for burials. Stanchina noted that it hasn't been City policy to extend credit.

It was moved by Moraska and supported by Alessandrini to approve the Cemetery Policy additions, as submitted. Motion Prevailed Unanimously

Approval of Amendment Re: Dickinson County Solid Waste Management Plan

Stanchine outlined the amendment to the Dickinson County Solid Waste Management Plan that would allow construction and demolition waste to be disposed of in the Niagara Development Landfill located in Breitung Township. He stated that as a final step to the amendment process, the amendment must be presented to the local municipalities for approval. It was moved by Moraska and supported by Revord to approve the proposed amendment to the Dickinson County Solid Waste Management Plan.

Motion Prevailed Unanimously

Financial Reports

Reports

March Claims and Payroll

Alessandrini had questions abont item 58550 on page 6 regarding an Actuary Attestation-RDS Subsidy. CFO Bartolameolli and Stanchina explained what an actuarial assessment is and why it is required. Alessandrini had a question on item 58559 on page 7 regarding a Prisoner Transport. Stanchina commented on the use of private transport services Verses County or City personnel. Alessandrini had a final question on item 58566 of page 7 regarding MFR-Re-certification. Stanchina

explained that the current contract requires MFR certification.

It was moved by Moraska and supported by Villa to approve Payroll in the amount of \$270,844.94 and Claims in the amount of \$579273.47 with net Claims being \$318,572.26.

Motion Prevailed Unanimously

City Manager Reports

Fundraiser Run at City Park

Stanchina conveyed that at a prior City Council meeting the question of whether or not additional liability insurance is required for a private use event at City Park. Stanchina stated that the City does not need to be provided proof of insurance since the event is a private use of the facilities at the park.

Water Let Runs

Stanchina reported that some of the 575 water let runs are being discontinued. Alessandrini asked how many frozen locations where being fed by hose connections from neighbors. Stanchina asserted 17-20 locations. Alessandrini suggested that the City send thank you letters to residents who allowed connections to feed their neighbors.

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Street Damage Due to Water Break

Stanchina reported to the Council that a water break had occurred on East A Street that had raised and undermined a portion of the road and that there is a potential need to have the street repayed.

Street Sweeping

Stanchina imparted that the City has begun street sweeping and anticipates that there will be more sand/dirt collected due to the severe weather this winter. Alessandrini asked if the collected sand could be recycled.

Dumpster Drop Off Day Stanchina announced that the annual spring drop off will be planned for mid-May.

City Attorney Reports None

Committee Reports Planning Commission Revord reported that the Planning Commission will be providing information regarding the Outdoor Wood Boiler Ordinance for the next City Council meeting.

Public Comment None

Council Member Privilege

Villa announced that the Caring House will hold a candiclight vigil on April 29, 2014, at 5:00pm.

Executive Session Re: Collective Bargaining Strategy

It was moved by Alessandrini and supported by Moraska to enter into Executive Session at 7:50pm. Alessandrini Aye

Revord Aye List Aye Moraska Aye Villa Aye Motion Prevailed (Aye-5, Nay-0, Abstain-0)

Executive Session ended at 8:04pm.

Adjournment It was moved by Moraska and supported by Alessandrini to Adjourn. Motion Prevailed Unanimously

Meeting Adjourned at 8:05 p.m.

Sam & Chah

Sara Chandler Deputy Clerk-Treasurer

i.

Dale Alessandrini Mayor

SAGOLA TOWNSHIP BOARD REGULAR MEETING Sagola Community Bldg. Tuesday, April 8, 2014

MINUTES

Supervisor Don Minerick called the meeting to order at 6:00 p.m. The Fire Dept. Report will immediately follow Public Comments.

Members Present: Supervisor Don Minerick, Clerk Julie Roell, Treasurer Kathy Piasini, Trustees Tom Roell, Mike Kroll

Additions to Business (g) FY 2014-2015 Budget Approval (h) Real Estate Purchase (i) Cemetery Timber Sale. Moved by J. Roell, supported by K. Piasini, to approve the amended agenda. MOTION CARRIED

No comments were offered at this time.

-Dan remarked that there weren't any page-outs in March.

-The election of officers was held and the following were nominated: Dan Simondsen, Chief; Rand Hruska, Assistant Chief; Cory Roell, Secretary/Treasurer; Elliott Burns, Keith Pirlot, Lee Steppig – Engineers.

-The Fire Dept. will once again sponsor the July 4th activities with all events being held on Sat., July 5th. The Fire Dept. will take care of the down payment on the \$3500 fireworks which includes the insurance.

-The Fire Dept. will submit a bill to WE Energies for helping with a downed power line. The cost of flares that were used will be billed. Moved by Minerick, supported by J. Roell, to accept the Fire Dept. officer nominations as requested.

MOTION CARRIED

Moved by T. Roell, supported by M. Kroll, to accept the 3/3/14 Regular Meeting Minutes as written.

MOTION CARRIED

Moved by J. Roell, supported by K. Piasini, to pay special bills: North Dickinson All-Night Grad Party (\$100), Waste Water Conference fee for Bernie (\$60), Tom Roell reimbursement for trash pump purchase (\$672), and all regular bills.

MOTION CARRIED

Kathy reported that Grace Presbyterian Church donated \$500 for the use of the Community Bldg.

COPY anopproved

CALL TO ORDER: 6:00 pm

ROLL CALL All were present

AGENDA/Amend/Approve Amended Agenda Approved

PUBLIC COMMENT

Fire Dept. /Chief D. Simondsen Election of Officers Approved

MINUTE APPROVAL 3/3/14 Regular Minutes Approved

OFFICIALS REPORTS Clerk/Julie Roell Special/Regular Bills Approved

Treasurer/Kathy Piasini \$500 Donation Rec'd -Dickinson Co. Board of Commissioners has asked for support by way of a resolution in modifying their solid waste mgmt. plan for the operation of a new landfill for low hazard construction and demolition waste in Breitung Twp. Moved by Minerick, supported by M. Kroll, to approve a resolution in the modification to the DCSWM Plan for an industrial waste landfill in Breitung Twp. Roll Call Vote Ayes: Kroll, T. Roell, Minerick, Piasini, J. Roell

Nays: None

RESOLUTION APPROVED

-Road Paving: A discussion ensued as to which possible roads could be blacktopped this year if the opportunity arises. Black top is running approx. 64-7/2 mile long; North Co. Line Rd. - 7/10 mile are the two roads at the top of the list.

-Don spoke to Larry Rusch, president of the Senior Center Board, regarding the lack of a fire exit for the upstairs rental units. Larry will address the Senior Center Board with Don's safety concerns for those renters. Don will continue to follow up on this issue.

Tom inquired into whether the toilet has been fixed in the Randville Hall and Bernie said that is has been replaced with another new one.

-Bernie needs to sandbag the manhole in front of the Y-Motel, or a better solution would be to get a riser for it. Bernie has to measure the manhole diameter and order a riser ASAP.

-The water flow is high at the Channing and Sagola lift stations due to the spring melt down. Bernie had to call Z & R last week and a pump was changed out. While lifting out the pump a side rail broke. It was discovered that the pump had been sitting in sludge and needs to be cleaned. There is still one new spare pump at the O & M. Bernie was told to call Z & R immediately to fix the slide and could a box riser be placed on the pump bottom to keep it out of the sludge? Don will contact Brian Nurmi at GEI to see if we could be included in the next grant cycle for sewer repairs.

-Bernie has completed four picnic tables and Dan Simondsen would like to have four more made, if possible.

-There was major flooding by the Martin residence and Don told Bernie to call him immediately when that happens and he will get the Road Commission there to help.

-Tom looked at the mower that is quite old and he believes that it needs to be replaced.

Parn has been re-writing the zoning book. She has 7 ½ hours into the job, with approx. 3+ more to go. She is nearly at the point of compiling the book and it will cost \$42 to print it.

Supervisor/Don Minerick DCSWM Resolution Resolution Approved

Trustee/ Tom Roell

COMMITTEE REPORTS Maintenance/Bernie Coonrod

Zoning Adm./Pam Minerick \$200 for Zoning Book Update

Moved by T. Roell, supported by K. Piasini, to pay Pam Minerick a flat rate of \$200 for updating the zoning book. MOTION CARRIED with D. Minerick abstaining

Dawn reported that the March Board of Review went well – not many people attended. Don would like to have a policy that when a Poverty Exemption is being reviewed, that the either the Supervisor or the Assessor must be present. Dawn will speak to the Board of Review in July regarding the qualifications in granting a poverty exemption.

STAR and Fire Dept. millages are due to expire this year and the Road millage will expire in 2015. There will not be an election in 2015, so the Road millage will also be placed on the August ballot for renewal. Moved by Minerick, supported by T. Roell, to place Fire Dept., STAR Ambulance and Road Maintenance millage renewals on the August 2014 ballot.

Roll Call Vote

Ayes: Piasini, Minerick, Kroll, J. Roell, T. Roell

Nays: None

RESOLUTION APPROVED

All the playground equipment in Sagola and Channing needs more sand placed underneath. Don will contact Lorraine Anderson regarding getting sand from a pit that she owns in Sagola. Another possibility is to ask Jim Carey if he can help out with his company dump truck. Bernie suggested that weed barriers be placed down first before the sand is dumped. The Board agreed that this would be a good thing to do.

Moved hy J. Roell, supported by K. Piasini, to approve the fiscal year 2014-2015 General Appropriations Act. Roll Call Vote Ayes: Piasini, T. Roell, Kroll, Minerick,

J. Roell Nays: None

RESOLUTION APPROVED

Moved by Minerick, supported by Kroll, to approve the FNB of Crystal Falls as the township bank; Sarah Kanitz, twp. auditor; township mileage reimbursement to remain at .45/mile; and Grant Carlson, twp. attorney with \$750/year retainer. MOTION CARRIED Assessor/Dawn Thurston

BUSINESS STAR, Fire & Road Millage Renewals – Resolution Approved

Playground Sand

General Appropriation Act Resolution Approved

Bank, Auditor, Mileage Rate, Attorney Approved Moved by Minerick, supported by T. Roell, to extend Bud Miller's Enforcement Officer agreement for an additional year at the same rate of pay.

MOTION CARRIED

Moved by J. Roell, supported by K. Piasini, to approve the FY 2014-2015 Budget by each fund.

MOTION CARRIED

(A copy of the approved budget is included in these Minutes.)

Harold (Joe) Mitchem has verbally agreed to sell the former Catholic Church in Sagola to the township for \$12,500. The future plans for this purchase is to tear down the building and relocate the playground equipment in the event of building a new township hall.

Moved by T. Roell, supported by K. Piasini, to pursue the purchase of the former Sagola Catholic Church in an amount not to exceed \$13,500.

Roll Call Vote

Ayes: Kroll, T. Roell, Minerick, J. Roell, Piasini

Nays: None

RESOLUTION APPROVED

Moved by J. Roell, supported by K. Piasini, to amend the budget in the General Fund for land purchase to \$15,000. MOTION CARRIED

Don will contact Brock VanOss, forester, to look at the Channing Cemetery to have the timber cut. Bids will be sought with the township retaining the right to reject or accept any or all bids offered. Moved by Minerick, supported by T. Roell, to pursue a timber sale at the Channing Cemetery.

MOTION CARRIED

Tom found map case displays online that would work for the cemetery map. Julie will get him the map dimension and Tom will order a case. Moved by J. Roell, supported by Minerick, to purchase a map display case for the cemetery in an amount not to exceed \$400.

MOTION CARRIED

-B. Smiltneek is parking near the Channing ball field and creating big ruts in the soft ground. Bud Miller will talk to him about not parking there in the spring and he should fix the ruts.

-AT&T is adding antennas and more equipment to the Kramer hill tower.

Enforcement Officer Contract Approved

FY 2014-15 BUDGET APPROVAL

REAL ESTATE PURCHASE Former Catholic Church \$13,500 Resolution Approved

BUDGET AMENDMENT Land Purchase – Approved

CEMETERY TIMBER SALE Approved

CEMETERY MAP CASE \$400 - Approved

PUBLIC COMMENTS

Comments Opened: 7:31 PM Comments Closed: 7:35 PM -The township should have a township-wide clean-up. Don will look into the fees. Possibly with the new landfill in Breitung, construction materials would be brought there.

Moved by J. Roell, supported by K. Piasini, to accept the STAR contract with no changes for an additional year. MOTION CARRIED

Moved by Minerick, supported by J. Roell to adjourn the 4/8/14 Regular Sagola Township Meeting at 7:42 p.m. MOTION CARRIED

Minutes Prepared and Written By:

Julie Roell, Clerk

Date:

4-11-14

BOARD PRIVILEGE STAR Contract Renewal

Approved

ADJOURNMENT

7:42 p.m.



City of Norway

P.O. Box 99 • 915 Main Steet • Norway, Michigan 49870-0099 • Phone 906-563-9961 • Fax 906-563-7502

RESOLUTION 2014-10

PROPOSED AMENDMENTS TO THE SOLID WASTE MANAGEMENT PLAN (SWMP)

WHEREAS, the Dickinson County Solid Waste Management Planning Committee (SWMPC) received a request for modifications to the Dickinson County Solid Waste Management Plan for the operation of the Niagara Development Type III Landfill; and

WHEREAS, SWMPC has held public meetings to research and deliberate the requested modifications; and

WHEREAS, the SWMPC has drafted language which amends the Dickinson County Solid Waste Plan; and

WHEREAS, the SWMPC made available the draft amendment for a 90 day public comment review period; and

WHEREAS, the SWMPC held a public hearing on February 17, 2014 to receive comments on the draft amendments; and

WHEREAS, the SWMPC has deliberated the comments received and revised the draft amendments accordingly; and

WHEREAS, the SWMPC has resolved to recommend the attached Solid Waste Plan amendments to the City Council of the City of Norway.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Norway, <u>approved</u> the attached Solid Waste Plan amendments.

PRESENT: Oja, Meneghini, Hayes, Gotstein, Bal

YES: Oja, Meneghini, Hayes, Gotstein, Bal

NO:

ABSENT:

ENTERED this 7th day of April, 2014.

The City of Norway is an Equal Opportunity provider and employer.



Jeremy Oja, Mayor

Trisha Plante, City Clerk

CERTIFICATION OF CLERK

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the Council Members for the City of Norway, County of Dickinson, State of Michigan, at a regular meeting held on April 7, 2014 and that public notice of said meeting was given as required by Statute.

Trisha Plante, City Clerk

RESOLUTION 04142014

RESOLUTION OF THE CHARTER TOWNSHIP OF BREITUNG

APPROVING THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN AMENDMENTS

AS ADOPTED BY THE DICKINSON COUNTY SOLID WASTE PLANNING COMMITTEE AND THE DICKINSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Dickinson County Solid Waste Management Planning Committee held a Public Hearing on February 17, 2014 to receive comments on proposed amendments to the Dickinson County Solid Waste Plan, and

WHEREAS, final revisions were made and by resolution, the committee recommended to the Dickinson County Board of Commissioners to approve the amendments to the plan, and

WHEREAS, the major revision in the plan amendments was the addition of construction and demolition waste from within Dickinson County to be accepted at the Niagara Development Landfill, and

WHEREAS, The Dickinson County Board of Commissioners deliberated the amendments at their meeting of March 24, 2014 and approved them by way of resolution,

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Charter Township of Breitung at their regular meeting held on April 14, 2014 hereby approves the amendments to the Dickinson County Solid Waste Management Plan as presented to us by the County Board of Commissioners.

The foregoing resolution was offered by Trustee Gaudette and supported by Trustee Garrett.

Upon roll call vote the following voted "Aye": Trustees Gaudette, Garrett, Dixon and Peterson, Treasurer Taylor, Clerk Coron and Supervisor Olson.

Supervisor Olson declared the resolution adopted.

Samantha Coron, Breitung Township Clerk

April 14, 2014

Breen Township Resolution 4-7-2014

Whereas, The Dickinson County Solid Waste Management Planning Committee (SWMPC) received a request for modifications to the Dickinson County Solid Waste Management Plan for the operation of the Niagara Development Type III Landfill; and

Whereas, all requirement are met to amend the Dickinson County Solid waste plan, and

Whereas, the SWMPC has resolved to recommend said amendment, and

Whereas, the Dickinson County Board of Commissioners has resolved to approve amendment,

NOW THEREFORE, be it resolved that the Breen Township Board approves the Solid Waste Plan amendments.

Motion to approve SWMPC amendments By <u>Chris McMahan</u> Supported By, <u>Kevin Cary</u> Beauchamp<u>yes</u>, Murray<u>yes</u>, McMahon<u>ye</u>, Cary<u>yes</u>, Massie<u>absent</u>

Supervisor, Harold Beauchamp declares this resolution approved,

I, August Murray, Clerk, Breen Township do attest this is a true and accurate account or the Breen Township Board action.

Ungust J Munay August Murray, Clerk

April, 7, 2014

FELCH TOWNSHIP RESOLUTION 2014-5 SOLID WASTE MANAGEMENT PLAN AMMENDMENTS

WHEREAS; the Supervisor of Felch Township received a letter dated March 28, 2014 from the Dickinson County Board of Commissioners; requesting that the Felch Township board review and deliberate proposed modifications to the Solid Waste Management Plan; and

WHEREAS; the proposed amendments were attached as part of the letter; and

WHEREAS; the Feich Township board did review and deliberate the proposed modifications at the regular meeting of the Feich Township Board in which all members were present, held on April 7, 2014; now

THEREFORE, BE IT RESOLVED that the Felch Township board does hereby support the approval of amendments to the Dickinson County Solid Waste Management Plan.

Resolution offered by: Darrell Oman, Seconded by: Marilyn Steinbrecher. Upon a roll call vote the following voted;

Wille- Aye, Steinbrecher-Aye, Sundholm-Aye, Oman- Aye, Mattson-Aye

"Aye"=5 "No" = 0,

The Supervisor then declared the resolution adopted and ordered it to take immediate effect and directed the Clerk to provide a copy of resolution to the Dickinson County Board of Commissioners.

CERTIFICATION

I, Darrell J. Oman, duly elected and acting Clerk of Felch Township, Dickinson County, hereby certify that the foregoing resolution was adopted by the Felch Township Board by a roll call vote at its regular meeting on April 7, 2014 in which a quorum was present; and that this resolution was ordered to take immediate effect.

Darrell J. Oman, Clerk

THE PROGRESSIVE CITY



Phone: (906) 774-3526

CITY OF KINGSFORD 305 S. Carpenter Avenue Kingsford, M1 49802 www.cityofkingsford.com

Fax: (906) 774-7093

CITY OF KINGSFORD RESOLUTION NO. 2014/4/7.1

WHEREAS, the Dickinson County Solid Waste Management Planning Committee (SWMPC) received a request for modification to the Dickinson County Solid Waste Management Plan for the operation of the Niagara Development Type III Landfill; and

WHEREAS, the SWMPC has held public meetings to research and deliberate the requested modifications, drafted language which amends the Dickinson County Solid Waste Plan, made available the draft amendments for a 90 day public comment review period, held a public hearing on February 17, 2014 to receive comments on the draft amendments, deliberated the comments received and revised the draft amendments and recommended the attached Solid Waste Plan amendments to the Dickinson County Board of Commissions; and

WHEREAS, the Dickinson County Board of Commissioners deliberated on the draft amendments to the Dickinson County Solid Waste Plan and approve the amendments on March 24, 2014; and

WHEREAS, the municipalities of Dickinson County are required to review and vote on these draft amendments; and

WHEREAS, the Kingsford City Council has deliberated on the 2014 amendments to the Dickinson County Solid Waste Plan as proposed by the SWMPC and as approved by the Dickinson County Board of Commissioners on March 24, 2014;

THEREFORE BE IT RESOLVED by the City Council of the City of Kingsford that it hereby approves the 2014 Amendments to the Dickinson County Solid Waste Plan and authorizes Mayor Dennis Baldinelli sign on behalf of the City of Kingsford.

This resolution was adopted at a regular meeting of the Kingsford City Council held on April 7, 2014. Ayes: Councilman Baldinelli, Councilwoman Dixon Miller, Councilman Flaminio, Councilman

Groeneveld and Councilman Smeester Nays: None Absent: None

Dennis Baldinelli, Mayor

CERTIFICATION

I, Anthony D. Edlebeck, City Manager/Clerk do hereby certify that the foregoing is a true and correct copy from the minutes of the regular Kingsford City Council meeting held on April 7, 2014.

City Manager/Clerk

This Institution is an Equal Opportunity Provider and Employer

STATE OF MICHIGAN



JOHN ENGLER, Governor DEPARTMENT OF ENVIRONMENTAL QUALITY "Better Service for a Better Environment"

HOLLISTER BUILDING, PO BOX 30473, LANSING MI 48909-7973

INTERNET: www.deq.state.mi.us RUSSELL J. HARDING, Director

November 27, 2000

Mr. Joe Stevens, Chairperson Dickinson County Board of Commissioners P.O. Box 609 Iron Mountain, Michigan 49801

a ser a serve

Dear Mr. Stevens:

The Department of Environmental Quality (DEQ) received the locally approved update to the Dickinson County Solid Waste Management Plan (Plan) on May 11, 2000.

By this letter, this Plan is hereby approved and Dickinson County (County) now assumes responsibility for the enforcement and implementation of this Plan. The DEQ would like to thank the County for their efforts in addressing the County's solid waste management issues.

By approving the Plan, the DEQ has determined that it complies with the provisions of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and the Part 115 administrative rules concerning the required content of solid waste management plans. Specifically, the DEQ has determined that the Plan identifies the enforceable mechanisms that authorize the state, a county, a municipality, or a person to take legal action to guarantee compliance with the Plan, as required by Part 115. The Plan is enforceable, however, only to the extent the County properly implements these enforceable mechanisms under applicable enabling legislation. The Plan itself does not serve as such underlying enabling authority, and the DEQ approval of the Plan neither restricts nor expands the County authority to implement these enforceable mechanisms.

The Plan may also contain other provisions that are neither required nor expressly authorized for inclusion in a solid waste management plan. The DEQ approval of the Plan does not extend to any such provisions. Under Part 115, the DEQ has no statutory authority to determine whether such provisions have any force or effect.

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If you have any questions, please contact Mr. Seth Phillips, Chief, Solid Waste Management Unit, at 517-373-4750.

Sincerely,

Russell J. Harding Director 517-373-7917

cc: Senator Donald Koivisto Representative Douglas Bovin Ms. Edith K. Raffin, Administrator, Dickinson County Solid Waste Management Authority Mr. Arthur R. Nash Jr., Deputy Director, DEQ Mr. Timothy R. Sowton, Legislative Liaison, DEQ Mr. Jim Sygo, DEQ Ms. Joan Peck, DEQ Mr. Robert Schmeling, DEQ - Marquette Mr. Seth Phillips, DEQ Mr. Stan Idziak, DEQ Dickinson County File

= 1997 PLAN UPDATE COVER PAGE

The Natural Resources and Environmental Protection Act, 1994 PA 451, as amended(NREPA), Part 115, Solid Waste Management, and its Administrative Rules, requires that each County have a Solid Waste Management Plan Update (Plan) approved by the Michigan Department of Environmental Quality(DEQ). Section 11539a requires the DEQ to prepare and make available, a standard format for preparation of these Plan updates. This document is that format. The Plan should be prepared using this format without alteration. Please refer to the document entitled "Guide to Preparing the Solid Waste Management Plan Update" for assistance in completing this Plan format.

DATE SUBMITTED TO THE DEQ:

If this plan includes more than a single county, list all counties participating in this Plan

<u>____NA</u>____

The following lists all the municipalities from outside the County who have requested and have been accepted to be included in the Plan, or municipalities within the County that have been approved to be included in the Plan of another County according to Section 11536 of Part 115 of the NREPA. Resolutions from all involved County boards of commissioners approving the inclusion are included in Appendix E.

<u>Municipality</u>	Original Planning County	<u>New Planning County</u>
<u>NA</u>	· · · · · · · · · · · · · · · · · · ·	

DESIGNATED PLANNING AGENCY PREPARING THIS PLAN UPDATE.

Dickinson County Solid Waste Management Authority

CONTACT PERSON. Edith K. Raffin, P.E.

ADDRESS. P.O. Box 252 Iron Mountain, MI 49801

PHONE: 906-779-5868 FAX: 906-779-5989

E-MAIL

<u>CENTRAL REPOSITORY LOCATION(S)</u> Dickinson County Solid Waste Processing Facility, N2500 Baler Drive, Quinnesec, MI 49876

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EXECUTIVE SUMMARY

The following summarizes the solid waste management system selected to manage solid waste within the County. In case of conflicting information between the executive summary and the remaining contents of the Plan update, the information provided in the main body of the Plan update found on the following pages will take precedence over the executive summary

OVERALL VIEW OF COUNTY(attach additional pages as necessary)

Municipality Name		Rurał	Urban	Ag	For	Ind	Com	Oth
Iron Mountain	8530	53.60%	46.40%	0.00%	0.00%	8.10%	4.80%	87.10%
Kingsford	5520	49.50%	50.50%	0.00%	0.00%	11.00%	4.30%	84.70%
Norway	2265	89.70%	10,30%	6.70%	66.00%	2.60%	1.30%	23.40%
Breen Township	524	89.40%	10.60%	32.00%	31.80%	1.30%	0.90%	34.00%
Breitung Township	5774	97.28%	2.80%	7.70%	77.60%	0.00%	0.00%	14.70%
Felch Township	770	99.50%	0.50%	6.00%	83.60%	0.00%	0.00%	10.40%
Norway Township	1492	94.00%	6.00%	2.20%	83,40%	0.00%	0.00%	14.40%
Sagola Township	1320	98.40%	1.60%	2.50%	85.30%	0.00%	0.00%	12.20%
Waucedah Township	1010	99.60%	0.20%	5.80%	84.20%	0.00%	0.00%	10.00%
West Branch Twp.	80	99.90%	0.10%	0.90%	85.50%	0.00%	0.00%	13.70%

Total Population

27285

* Ag = Agriculture; For = Forestry, Ind = Industry, Corn = Commercial, Oth = All Other Economic Bases. Additional lisbings, if necessary, are listed on an attached page.

The general land use pattern in Dickinson County includes concentrations of residential, commercial and industrial development in the Iron Mountain-Kingsford-Norway corridor, and in smaller communities such as Felch, Sagola, Channing, Foster City, Vulcan, Loretto, Waucedah and Ralph. Agricultural uses are found primarily in the southern portion of the County, while much of the northern part of the County is occupied by large tracts of publicly-owned forestland.

The overall land use trend in Dickinson County appears to be towards expanding residential and commercial development in the Iron Mountain-Kingsford-Norway corridor, along with some gradual growth in the outlying area.

EXECUTIVE SUMMARY

CONCLUSIONS

The most cost effective, environmentally sound method for solid waste disposal for Dickinson County for the five year planning period is to continue the contract with the Great American Disposal Company to operate a transfer station and to transport solid waste to the Wood Island landfill for Disposal.

The drop-off recycling center and yardwaste composting site will be operated under the same contract. The Dickinson County Solid Waste Management Authority will continue to operate the household hazardous waste collection program.

Existing waste collection and transportation systems will be used throughout the planning period.

SELECTED ALTERNATIVES

Disposal: Wood Island Landfill - Alger County

Waste Reduction/Recycling: Recycling Drop Off Center - Dickinson County Solid Waste Processing Facility; Compost Site - Dickinson County Solid Waste Processing Facility

Potentially Hazardous Materials: Household Hazardous Waste Collection Center - Dickinson County Solid Waste Processing Facility

INTRODUCTION

GOALS AND OBJECTIVES

To comply with part 115 and its requirements, each Plan must be directed toward goals and objectives based on the purposes stated in Part 115, Sections11538.(1)(a), 11541.(4) and the State Solid Waste Policy adopted pursuant to this sections, and Administrative Rules 711(b)(l) and (ii). At a minimum, the goals must reflect two major purposes of Solid Waste Management Plans:

(1) to utilize to the maximum extent possible the resources available in Michigan's solid waste stream through reduction, source separation, and other means of resource recovery and;

(2) to prevent adverse effects on the public health and the environment resulting from improper solid waste collection, transportation, processing, or disposal, so as to protect the quality of the air, the land and surface waters

This Solid Waste Management Plan works toward the following goals through actions designed to meet the objectives described under the respective goals which they support

Goal 1:

To ensure that the disposal and recovery of solid waste in Dickinson County takes place in a manner which protects the public health and minimizes adverse environmental effects.

- Objective 1a: Continue to educate the public regarding proper disposal of each different type of solid waste, waste reduction, and conservation.
- Objective 1b: Whenever practicable and possible, measures should be taken to assure that hazardous and toxic wastes are deposited only in approved facilities designed for that purpose.
- <u>Objective 1c:</u> Solid waste transfer, storage, collection, and disposal sites should be operated in a manner which ensures the safety of workers, users, the buildings and neighbors.

<u>Goal 2:</u> To provide needed solid waste management service to the people of Dickinson County, in a manner described in Goal 1, at the least possible cost.

- Objective 2a: Local units of government should continue to work with the Dickinson County Solid Waste Management Authority to achieve economy of scale in collection storage, recovery, transfer and disposal of solid waste.
- <u>Objective 2b:</u> Industries that produce very large quantities of solid waste should be encouraged to develop their own disposal facilities.

INTRODUCTION

- Objective 2c: Creation of Public/Private partnerships to provide collection, storage, transfer, and recycling services should be encouraged when practical and feasible.
- Objective 2d: Construction, operation, maintenance, long-term care and equipment replacement cost should be recouped through user fees, whenever possible.
- <u>Objective 2e:</u> Fees for solid waste disposal should be based on actual amounts of waste disposed of, and on actual disposal costs.
- Objective 2f: Local units of government should consider using private sector capital financing of needed improvements, to minimize expenditure of public funds.

<u>Goal 3:</u> To choose, to the greatest extent possible, sites for solid waste transfer, storage, processing, collection, and disposal which are publicly acceptable, environmentally sound, compatible with adjacent land uses, readily accessible, technically feasible and economically practical.

- Objective 3a: To require that all major facilities are sited in accordance with the 1997 plan update.
- <u>Objective 3b:</u> To select larger properties than necessary, when possible, to provide for additional buffering between the facility and adjacent land users.
- <u>Objective 3c:</u> To emphasize the possibility of selecting public land or parcels owned by large landholders for major facilities.

<u>Goal 4:</u> To continue to use existing waste recovery facilities and to encourage development of additional opportunities for residents to reduce and recover waste.

- Objective 4a: To encourage development of private enterprises which recover materials or energy from the waste stream.
- <u>Objective 4b:</u> To expand collection and transfer programs for recyclable portions of the waste stream, when technically and economically feasible.
- <u>Objective 4c:</u> To participate in joint resource recovery and waste reduction ventures between the public and private sectors, when advisable.
- <u>Objective 4d:</u> To actively search for and attempt to secure grants for funding resource recovery facilities.

DATA BASE

Identification of sources of waste generation within the county, total quantity of solid waste generated to be disposed, and sources of the information (attach additional pages as necessary)

SOURCES OF SOLID WASTE WITHIN THE COUNTY

MUNICIPAL WASTE	tons/year		cy/year
City of Iron Mountain	2945		
City of Kingsford	2275		
City of Norway	2085		
Breitung Twp.	1650		
Norway Twp	605		
Waucedah Twp	410		
Sagola Twp.	535		
Felch Twp.	310		
Breen Twp.	210		
West Branch Twp.	30		
MUNICIPAL TOTAL		11055	
COMMERCIAL WASTE		4695	
INDUSTRIAL WASTE			
Champion Internatioal			266,666
Consolidated Papers			24,400
Grede Foundry		32230	
TOTAL WASTE		47980	291066

The waste tonnages for Iron Mountain, Kingsford, Norway and Breitung Township were derived from the records of waste delivered to the solid waste processing facility from 1994 - 1997. The annual totals for the four years were averaged to determine the annual tonnage. There was little variation in annual waste quantities over the four year period, and no trend to increase or decrease.

The township tonnages were obtained by calculating an average daily waste per capita from the municipal records and applying it to the township populations.

Commercial waste tonnage was obtained by subtracting all municipal waste from the total tonnage processed at the Dickinson County Solid Waste Processing Facility.

Industrial waste volumes were provided by personnel of the industry producing the waste.

TOTAL QUANTITY OF SOLID WASTE GENERATED: <u>364,100</u> cy annually

TOTAL QUANTITY OF SOLID WASTE NEEDING DISPOSAL: <u>364100</u> cy annually

DATA BASE

Inventory and description of all solid waste disposal areas within the county or to be utilized by the county to meet its disposal needs for the planning period.

Solid waste disposal areas within the county to be used to meet disposal needs for the planning period are the Great American Disposal Company transfer station, the Champion International Corporation landfill and the Consolidated Papers landfill. The landfills identified will be used only for disposal of waste generated by the industries named.

Out of county facilities which may be used include the Wood Island Landfill in Alger County, Michigan Environs, Inc. Landfill in Menominee County, and Delta County landfill.

FACILITY DESCRIPTIONS

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Facility Type: Type TTE	Low Hozard Industrial Waster International Corporation	_
Facility Name: Champion	International Corporation	
a /. ·	Location: Town: <u>39N</u> Range: <u>30W</u> Section(s): 12	
Map identifying location included in Attac	hment Section: Yes No	
If facility is an incinerator or a transfer sta station wastes : Public Private Owner:	ation, list the final disposal site and location for incinerator ash or transf	íer
		-
Operating Status (check)	Waste Types Received (check all that apply)	
ciosed	residential commercial	
	X industrial	
unlicensed	construction & demolition	
construction permit	contaminated soils	
open, but closure	special wastes *	
pending	other:	
Site Size:		
Total area of facility property:	<u> </u>	
Total area sited for use:	<u>58</u> acres	
Total area permitted:	<u> </u>	
Operating: Not excavated:	<u>36</u> acres	
Not excavateu.		
Current capacity:	$4,000,000$ tons or 43^3	
Estimated lifetime:	- <u>/5</u> years	
Estimated days open per year: Estimated yearly disposal volume:	$\frac{365}{266,666}$ tons or yds ³	
(if applicable)		
Annual energy production:		
Landfill gas recovery projects:	megawatts	
Waste-to-energy incinerators:	megawalls	

h

FACILITY DESCRIPTIONS

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	<u>Papers, Inc. Niagara Division Type III Industrial La</u>
unty:Dickinson	Location: Town: <u>39N</u> Range: <u>30W</u> Section(s): <u>13</u>
p identifying location included in A	Attachment Section: YesX No
acility is an incinerator or a transfe	er station, list the final disposal site and location for incinerator ash or transfe
ILIOD Wastes :	
Public Private Owner:	
erating Status (check)	Waste Types Received (check all that apply)
X open	residential
	commercial
X licensed unlicensed	X industrial
unlicensed	construction & demolition
construction permit	contaminated soils
open, but closure	
	special wastes *
pending	special wastes - other:
pending	other:
pending	
pending	other:
pending	other:
pending	other:
pending Explanation of special wastes, includ	other:
pending Explanation of special wastes, includ	ding a specific list and/or conditions:
pending Explanation of special wastes, includ Size: al area of facility property:	ding a specific list and/or conditions:
pending Explanation of special wastes, includ <u>e Size:</u> tal area of facility property: tal area sited for use:	ding a specific list and/or conditions: $\frac{68}{29} = \frac{32}{30}$
pending Explanation of special wastes, includ <u>e Size:</u> tal area of facility property: tal area sited for use: tal area permitted:	ding a specific list and/or conditions: $ \frac{68}{29} = acres $ $ \frac{7.0}{29} = acres $
pending Explanation of special wastes, includ Size: al area of facility property: al area sited for use: al area permitted: perating:	ding a specific list and/or conditions: $ \frac{68}{29} = acres $ $ \frac{7.0}{7.0} = acres $ $ \frac{7.0}{7.0} = acres $
pending Explanation of special wastes, includ Size: al area of facility property: al area sited for use: al area permitted: perating:	ding a specific list and/or conditions: $ \frac{68}{29} = acres $ $ \frac{7.0}{3.0} = acres $ $ \frac{7.0}{15.0} = acres $
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pending	ding a specific list and/or conditions:
<u>e Size:</u> tal area of facility property: tal area sited for use: tal area permitted: perating: ot excavated: rrent capacity: imated lifetime:	ding a specific list and/or conditions:
<u>spianation of special wastes</u> , includ <u>Size:</u> al area of facility property: al area sited for use: al area permitted: perating: ot excavated: rent capacity: mated lifetime: mated days open per year:	ding a specific list and/or conditions: $ \frac{68}{29} = \frac{3 \text{ acres}}{3 \text{ acres}} $ $ \frac{7.0}{7.0} = \frac{3 \text{ acres}}{3 \text{ acres}} $ $ \frac{7.0}{15.0} = \frac{3 \text{ acres}}{3 \text{ acres}} $ $ \frac{2,161,600}{5.2} \text{ tons or yds} \text{ March 1998 Survey} $
e Size: tal area of facility property: tal area sited for use: tal area permitted: perating: lot excavated: rrent capacity: imated lifetime: imated days open per year: imated yearly disposal volume:	ding a specific list and/or conditions: $ \frac{68}{29} = acres $ $ \frac{7.0}{7.0} = acres $ $ \frac{7.0}{15.0} = acres $ $ \frac{2,161,600}{2,161,600} = cons \text{ or yds} \text{ March 1998 Survey} $ $ \frac{5.2}{365} = days $
pending Explanation of special wastes, includ <u>e Size:</u> tal area of facility property: tal area sited for use: tal area permitted: Operating: lot excavated: urrent capacity:	ding a specific list and/or conditions: $ \frac{68}{29} = acres $ $ \frac{7.0}{7.0} = acres $ $ \frac{7.0}{15.0} = acres $ $ \frac{2,161,600}{2,161,600} = cons \text{ or yds} \text{ March 1998 Survey} $ $ \frac{5.2}{365} = days $
e Size: tal area of facility property: tal area sited for use: tal area permitted: operating: lot excavated: irrent capacity: timated lifetime: timated days open per year: timated yearly disposal volume:	ding a specific list and/or conditions: $ \frac{68}{29} = acres $ $ \frac{7.0}{7.0} = acres $ $ \frac{7.0}{15.0} = acres $ $ \frac{2,161,600}{2,161,600} = cons \text{ or yds} \text{ March 1998 Survey} $ $ \frac{5.2}{365} = days $
<u>e Size:</u> tal area of facility property: tal area sited for use: tal area permitted: perating: lot excavated: rrent capacity: imated lifetime: imated days open per year: imated yearly disposal volume: applicable)	ding a specific list and/or conditions: $ \frac{68}{29} = \text{acres} \\ \frac{7.0}{3 \text{ acres}} \\ \frac{7.0}{3 \text{ acres}} \\ \frac{15.0}{3 \text{ acres}} \\ \frac{2,161,600}{5.2} \text{ tons or (vds)} \text{ March 1998 Survey} \\ \frac{5.2}{365} \\ \frac{24,400}{3 \text{ tons or (vds)}} \\ $ megawatts
pending ixplanation of special wastes, includ : Size: al area of facility property: al area sited for use: al area permitted: perating: ot excavated: rent capacity: imated lifetime: imated days open per year: imated yearly disposal volume: imated yearly disposal volume: imated infergy production:	ding a specific list and/or conditions: $ \frac{68}{29} = \operatorname{acres}_{3 \operatorname{cres}}_{7.0} = \operatorname{acres}_{15.0} = \operatorname{acres}_{15.0} = \operatorname{acres}_{2,161,600} \operatorname{tons or (vds)}_{March 1998} Survey = \frac{5.2}{365} = \frac{9}{4ays}_{24,400} = \operatorname{tons or (vds)}_{3 \operatorname{cres}} $

DATA BASE

SOLID WASTE COLLECTION SERVICES AND TRANSPORTATION INFRASTRUCTURE

The following describes the solid waste collection services and transportation infrastructure that will be utilized within the County to collect and transport solid waste.

The Cities of Iron Mountain, Kingsford and Norway provide curbside collection of residential and certain commercial wastes generated within their boundaries, with municipal employees and equipment. Breitung Townships provide curbside collection of residential waste through a contract with The Great American Disposal Company. Sagola Township provides curbside collection of solid waste and recyclables through a contract with Warmboe and Bates.

Residents of Waucedah and Norway Townships have individual contracts with private waste collection companies to deliver waste to the transfer station or deliver it themselves.

Felch, Breen and West Branch Townships operate green box collection sites for their residents. The Great American Disposal Company provides transportation for waste collected in Felch and West Branch Townships. Superior Special Services, Inc. collects the waste from Breen Township.

All waste collected by the municipalities is delivered to the transfer station owned and operated by The Great American Disposal Company under a contract with the Dickinson County Solid Waste Management Authority. The Great American Disposal Company contract includes transportation to and disposal in the Wood Island Landfill.

DATA BASE

EVALUATION OF DEFICIENCIES AND PROBLEMS

The following is a description of problems or deficiencies in the existing solid waste system.

There are no significant problems or deficiencies in the existing solid waste system.

The drop off recycling system does not meet the recycling goal, however, the quantity of materials recovered exceeds expectations of drop off programs. Expansion of the recycling program is not cost effective at this time.

DEMOGRAPHICS

The following presents the current and projected population densities and centers for five and ten year periods, identification of current and projected centers of solid waste generation including industrial solid waste for five and ten year periods as related to the Selected Solid Waste Management System for the next five and ten year periods. Solid waste generation data is expressed in tons or cubic yards, and if it was extrapolated from yearly data, then it was calculated by using 365 days per year, or another number of days as indicated

POPULATION OF DICKINSON COUNTY

	1996	5 199	98 2003	2008
Iron Mountain	8530	0 857	76 8693	8811
Kingsford	5520	555	50 5626	5702
Breitung Twp.	5 7 74	4 580	5 5884	5964
Norway	2265	5 227	7 2308	2340
Norway Twp	1492	2 150	00 15 21	1541
Waucedah Twp.	1010) 101	5 1029	1043
Sagola Twp	1320) 132	27 1345	1364
Felch Twp	770) 77	4 785	795
Breen Twp	524	1 52	27 534	541
West Branch Twp	80) 8	80 82	83
Dickinson County	27285	5 2743	3 27807	28185
	WASTE GENE	RATION		
	1998	2003	2004	
Iron Mountain	2974	3014	3055	
Kingsford	2299	2331	2362	
Breitung Twp.	2246	2277	2308	
Norway	1297	1314	1332	
Norway Twp	608	616	624	
Waucedah Twp.	411	417	423	
Sagola Twp.	538	545	552	
Felch Twp.	314	318	322	
Breen Twp	213	216	219	
West Branch Twp	33	33	33	
Dickinson County	10933	11081	11232	
Commercial Waste	4695	4695	4695	
Total Tons/Year	15628	15776	15927	
Industrial Masta/a	207 766	207 766	307 766	

Industrial Waste(cy) 307,766 307,766 307,766

The total municipal and commercial waste for five and ten year periods is estimated to be 78,588 tons and 157,909 tons, respectively. The total industrial waste is estimated to be 1,538,830 cubic yards and 3,077,660 cubic yards, respectively.

DATA BASE

LAND DEVELOPMENT

The following describes current and projected land development patterns, as related to the Selected Solid Waste Management System, for the next five and ten year periods.

The current land use patterns in the county are defined on page I-1. The future land use and development within the county is expected to remain relatively stable. There are no major industrial developments being planned at this time.

It is anticipated that the trend for new housing to be built in the townships as people migrate away from the cities will continue to a certain degree, however, the move will not have a major impact on solid waste generation. F DATA BASE

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SOLID WASTE MANAGEMENT ALTERNATIVES(attach additional pages as necessary)

The following briefly describes all solid waste management systems considered by the County and how each alternative meets the needs of the County. The manner of evaluation and ranking of each alternative is also described. Details regarding the Selected Alternatives are located in the following section. Details regarding each non-selected alternative are located in Appendix B

Six solid waste transportation and disposal options were analyzed.

- United Waste Systems proposal to operate the solid waste processing facility, recycling program and compost site, and transport waste to the landfill in Menominee.
- United Waste Systems proposal to provide transportation to and disposal in the Menominee landfill, only. The Authority would continue to bale solid waste at the processing facility.
- 3. The Great American Disposal Company proposal to transfer waste at its Niagara transfer station, transport waste to the Wood Island Landfill and to provide recycling at their Kingsford facility.
- 4. The Great American Disposal Company proposal to build a new transfer station at the location of the solid waste processing facility, transport waste to the Wood Island Landfill and operate the recycling and composting programs.
- 5. The Great American Disposal Company proposal to provide transportation to and disposal in the Wood Island Landfill. The Authority would continue to bale solid waste at the processing facility, and operate the recycling and composting programs.
- The Authority builds a landfill in Waucedah Township, continues to bale waste at the solid waste processing facility and operate the recycling and composting programs.

Under all of the above alternatives, the Authority continues to operate the household hazardous waste program.

All of the alternatives provide environmentally sound methods for transfer, transportation and disposal of solid waste. Alternative 3 presents the least cost over a twenty year period. Alternative 4 costs only slightly more that alternative 3 and eliminates the undefined cost for transporting the waste a longer distance through Niagara, Wisconsin and also relieves Niagara of the added truck traffic.

Detailed analysis of the alternatives is presented in Appendix D.

THE SELECTED SOLID WASTE MANAGEMENT SYSTEM

The Selected Solid Waste Management System(Selected System) is a comprehensive approach to managing the County's solid waste and recoverable materials. The Selected System addresses the generation, transfer and disposal of the County's solid waste. It aims to recluce the amount of solid waste sent for final disposal by volume reduction techniques and by various resource conservation and resource recovery programs. It also addresses collection processes and transportation needs that provide the most cost effective, efficient service. Proposed disposal area loc ations and capacity to accept solid waste are identified as well as program management, funding, and enforcement roles for local agencies. Detailed information of recycling programs, evaluation, and coordination of the Selected system is included in Appendix B. Following is and overall description of the Selected System:

The selected solid waste management system for Dickinson County is for municipalities to be responsible for residential solid waste collection systems. The Dickinson County Solid Waste Management Authority will operate a waste transfer station in Breitung township. All solid Waste will be transported to the Wood Island Landfill in Alger County.

The Dickinson County Solid Waste Management Authority will operate a recycling drop-off center, a yard waste composting program and household hazardous waste program at the solid waste processing facility.

The Dickinson County Solid Waste Management Authority will contract with the Great American Disposal Company to provide labor for all operations at the Dickinson County Solid Waste Processing Center.

MPORT AUTHORIZATION

f a Licensed solid waste disposal area is currently operating within the County, disposal of solid waste generated by the EXPORTING COUNTY is authorized by the IMPORTING COUNTY up to the AUTHORIZED QUANTITY according to the CONDITIONS AUTHORIZED in Table 1-A.

Table 1-A

CURRENT IMPORT VOLUME AUTHORIZATION OF SOLID WASTE

IMPORTING COUNTY N/A	EXPORTING COUNTY	FACILITY NAME'	AUTHORIZED QUANTITY/ DAILY	AUTHORIZED QUANTITY/ ANNUAL	
					<u></u>
				· · ·	·····
······		· · · · · · · · · · · · · · · · · · ·		<u> </u>	

¹ Facilities are only listed if the exporting county is restricted to using specific facilities within the importing county.

² Authorization indicated by P = Primary Disposal; C = Contingency Disposal; * = Other conditions exist and detailed explanation is included in the Attachment Section.

If a new solid waste disposal area is constructed and operating in the future in the County, then disposal of solid waste generated by the EXPORTING COUNTY is authorized by the IMPORTING COUNTY up to the AUTHORIZED QUANTITY according to the AUTHORIZED CONDITIONS in Table 1-B.

Table 1-B

FUTURE IMPORT VOLUME AUTHORIZATION OF SOLID WASTE CONTINGENT ON NEW FACILITIES BEING SITED

IMPORTING COUNTY	EXPORTING COUNTY	FACILITY NAME ^t	AUTHORIZED QUANTITY/ DAILY	AUTHORIZED QUANTITY/ ANNUAL	AUTHORIZED CONDITIONS ²
<u> N/A </u>		- <u></u>	<u> </u>	·	<u></u>
			<u></u>		<u></u>
<u></u>	•	<u> </u>	<u></u>	····	
		,,,,,,,,_		<u> </u>	<u></u>
······································			<u> </u>		
	<u> </u>			- <u></u>	

⁴ Facilities are only listed if the exporting county is restricted to using specific facilities within the importing county.

² Authorization indicated by P == Primary Disposal; C == Contingency Disposal; * = Other conditions exist and detailed explanation is included in the Attachment Section.

EXPORT AUTHORIZATION

If a Licensed solid waste disposal area is currently operating within another County, disposal of solid waste generated by the EXPORTING COUNTY is authorized up to the AUTHORIZED QUANTITY according to the CONDITIONS AUTHORIZED in Table 2-A if authorized for import in the approved Solid Waste Management Plan of the receiving County.

Table 2-A

CURRENT EXPORT VOLUME AUTHORIZATION OF SOLID WASTE

EXPORTING COUNTY	IMPORTING COUNTY	FACILITY NAME ¹	AUTHORIZED QUANTITY/ DAILY	AUTHORIZED QUANTITY/ ANNUAL	AUTHORIZED CONDITIONS ²	
Dickinson	Alger	Wood Island			<u>ISee Page</u> D-6	
Dickinson	Menominee	United Waste			Grede Foundry	Sand
Dickinson	Delta	Systems of Menomin D <u>elta Solid Waste</u> Management Authority		nvirons - Se	e Page D-6 <u>See Page</u> D-6	
<u> </u>			<u></u>	<u></u>		
				. <u></u>	<u> </u>	
	·	•	<u> </u>	·····	••••	

¹ Facilities are only listed if the exporting county is restricted to using specific facilities within the importing county.

² Authorization indicated by P = Primary Disposal; C = Contingency Disposal; * = Other conditions exist and detailed explanation is included in the Attachment Section.

If a new solid waste disposal area is constructed and operates in the future in another County, then disposal of solid waste generated by the EXPORTING COUNTY is authorized up to the AUTHORIZED QUANTITY according to the AUTHORIZED CONDITIONS in Table 2-B if authorized for import in the approved Solid Waste Management Plan of the receiving County.

Table 2-B

FUTURE EXPORT VOLUME AUTHORIZATION OF SOLID WASTE CONTINGENT ON NEW FACILITIES BEING SITED

EXPORTING COUNTY	IMPORTING COUNTY	FACILITY NAME ¹	AUTHORIZED QUANTITY/ DAILY		AUTHORIZED CONDITIONS ²
N/A		<u> </u>			
				·	
<u></u>			. <u></u>	<u></u>	
				·	
·······	·				

¹ Facilities are only listed if the exporting county is restricted to using specific facilities within the importing county.

² Authorization indicated by P = Primary Disposal; C = Contingency Disposal; * = Other conditions exist and detailed explanation is included in the Attachment Section.

SOLID WASTE DISPOSAL AREAS

The following identifies the names of existing disposal areas which will be utilized to provide the required capacity and management needs for the solid waste generated within the County for the next five years and, if possible, the next ten years. Pages III-7-1 through III-7-5 contain descriptions of the solid waste disposal facilities which are located within the County and the disposal facilities located outside of the County which will be utilized by the County for the planning period. Additional facilities within the County with applicable permits and licenses may be utilized as they are sited by this Plan, or amended into this Plan, and become available for disposal. If this Plan update is amended to identify additional facilities in other counties outside the County, those facilities may only be used if such import is authorized in the receiving County's Plan. Facilities outside of Michigan may also be used if legally available for such use.

Type II Landfill:	Type A Transfer Facility:	
Wood Island Landfill	The Great American Disposal	Company
United Waste Systems of		
Menominee	Type B Transfer Facility:	
Delta County Landfill		
Type III Landfill:	Processing Plant:	
Champion International. Inc.	<u></u>	
Consolidated Papers	· · · · · · · · · · · · · · · · · · ·	
Incinerator:	Waste Piles:	
•		
Waste-to-Energy Incinerator:	Other:	
*		

Additional facilities are listed on an attached page. Letters from or agreements with the listed disposal areas owners/operators stating their facility capacity and willingness to accept the County's solid waste are in the Attachments Section.

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FACILITY DESCRIPTIONS

Facility Type: Transfer Station			
Facility Name:			
County: <u>Dickinson</u> Location: Town: <u>40N</u> Range: <u>30E</u> Section(s): <u>33</u>			
Map identifying location included in Attachment Section: Yes No			
If facility is an incinerator or a transfer station, list the final disposal site and location for incinerator ash or transfer station wastes :			
Public x Private Owner: The Great American Disposal Company			
Operating Status (check) Waste Types Received (check all that apply) open residential closed commercial licensed industrial unlicensed construction & demolition construction permit contaminated soils open, but closure special wastes * pending other:			
Site Size: Total area of facility property: 2.024 acres Total area sited for use: 2.024 acres Total area permitted: 2.024 acres Operating: 2.024 acres Not excavated: 2.024 acres Current capacity: 2.024 acres Estimated lifetime: years Estimated days open per year: days Estimated yearly disposal volume: tons or yds ³			
Annual energy production: Landfill gas recovery projects: megawatts Waste-to-energy incinerators: megawatts			

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FACILITY DESCRIPTIONS

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Facility Type: Landfill		
Facility Name: Wood Island Lan	dfi]]	
County:Alger	Location: Town:	(see attached) Range:Section(s):
Map identifying location included in Attack	hment Section: Yes	X No
If facility is an incinerator or a transfer sta station wastes : PublicX Private Owner:	tion, list the final disposal site an	nd location for incinerator ash or transfer
Operating Status (check) X open closed licensed unlicensed construction permit open, but closure pending • Explanation of special wastes, including a Special Waste from E.P. A.	Waste Types Received (check a X residential X commercial X industrial X construction & de X construction & de X special wastes * other:	molition s
Site Size: Total area of facility property: Total area sited for use: Total area permitted: Operating: Not excavated: Current capacity: Estimated lifetime: Estimated days open per year: Estimated yearly disposal volume:	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	0
(if applicable) Annual energy production: Landfill gas recovery projects: Waste-to-energy incinerators:	N/A megawa N/A megawa	

A A A

FACILITY DESCRIPTIONS

.

	Papers. Inc. Niagara Division Type III Industrial La
County:Dickinson	Location: Town: <u>39N</u> Range: <u>30W</u> Section(s): <u>13</u>
fap identifying location included in A	Attachment Section: Yes X No
	er station, list the final disposal site and location for incinerator ash or trans
tation wastes :	·
Public Private Owner:	
perating Status (check)	Waste Types Received (check all that apply)
<u>X</u> open	residential
	commercial
X licensed unlicensed	X industrial
unlicensed	construction & demolition
construction permit	contaminated soils
open, but closure	special wastes *
pending	other:
· · · · · · · · · · · · · · · · · · ·	
te Size:	
stal area of facility property:	BC/TES
otal area of facility property: Otal area sited for use:	29 acres
exal area of facility property: Otal area sited for use: Otal area permitted:	29 acres 7.0 acres
ptal area of facility property: otal area sited for use: otal area permitted: Operating:	29 acres 7.0 acres 7.0 acres
exal area of facility property: Otal area sited for use: Otal area permitted:	29 acres 7.0 acres 7.0 acres 15.0 acres
Deal area of facility property: Deal area sited for use: Deal area permitted: Dperating: Not excavated: urrent capacity:	29 3cres 7.0 acres 7.0 acres 15.0 2,161,600 tons or yds ² March 1998 Survey
Dal area of facility property: Dtal area sited for use: Dtal area permitted: Dperating: Not excavated: arrent capacity: timated lifetime:	29 3cres 7.0 3cres 7.0 3cres 2,161,600 tons or yds ² March 1998 Survey 5.2 years
And area of facility property: And area sited for use: And area permitted: Dperating: Not excavated: arrent capacity: timated lifetime; timated days open per year:	29 acres 7.0 acres 7.0 acres 2,161,600 tons or yds ² March 1998 Survey 5.2 365 days
Deal area of facility property: Deal area sited for use: Deal area permitted: Dperating: Not excavated: urrent capacity:	29 3cres 7.0 3cres 7.0 3cres 2,161,600 tons or yds ² March 1998 Survey 5.2 years
bial area of facility property: bial area sited for use; bial area permitted: Dperating: Not excavated: arrent capacity: stimated lifetime; stimated days open per year: timated yearly disposal volume;	29 acres 7.0 acres 7.0 acres 2,161,600 tons or yds ² March 1998 Survey 5.2 365 days
Detail area of facility property: Detail area sited for use: Detail area permitted: Departing: Not excavated: arrent capacity: stimated lifetime; stimated days open per year: timated yearly disposal volume: applicable)	29 acres 7.0 acres 7.0 acres 2,161,600 tons or yds ² March 1998 Survey 5.2 365 days
Dal area of facility property: Data area sited for use: Data area sited for use: Data area permitted: Dperating: Not excavated: mrrent capacity: timated lifetime: timated days open per year: timated yearly disposal volume: applicable) unual energy production:	29 acres 7.0 acres 7.0 acres 2,161,600 tons or yds ² March 1998 Survey 5.2 365 days
A area of facility property: A area sited for use: A area sited for use: A area permitted: Dperating: Not excavated: arrent capacity: timated lifetime: timated days open per year: timated yearly disposal volume: applicable)	$ \begin{array}{r} 29 \\ 2.161, 600 \\ 5.2 \\ 365 \\ 24, 400 \\ \hline 400 \end{array} $ acres Acres
tal area of facility property: tal area sited for use: tal area permitted: Operating: lot excavated: intrent capacity: timated lifetime: timated days open per year: timated days open per year: timated yearly disposal volume: applicable) nual energy production: andfill gas recovery projects:	29 acres 7.0 acres 7.0 acres 15.0 acres 2,161,600 tons or yds 5.2 years 365 days 24,400 tons or yds
al area of facility property: tal area sited for use: tal area permitted: perating: ot excavated: rrent capacity: imated lifetime: imated days open per year: imated days open per year: imated yearly disposal volume: applicable) nual energy production: andfill gas recovery projects:	29 acres 7.0 acres 7.0 acres 15.0 acres 2,161,600 tons or yds 5.2 years 365 days 24,400 tons or yds
tal area of facility property: tal area sited for use: tal area permitted: perating: ot excavated: rrent capacity: imated lifetime: imated days open per year: imated days open per year: imated yearly disposal volume: applicable) nual energy production: andfill gas recovery projects:	29 acres 7.0 acres 7.0 acres 15.0 acres 2,161,600 tons or yds 5.2 years 365 days 24,400 tons or yds

FACILITY DESCRIPTIONS

i<u>____</u>/

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Facility Type: Type TTL	Low Hozard Industrial W	aste
Facility Name: Champion	International Corporation	
	Location: Town: <u>39N</u> Range: <u>30W</u> Secti	
Map identifying location included in Atta	achment Section: Yes	_ No
station waster .	tation, list the final disposal site and location for incinerator	ash or transfer
Operating Status (check) open closed licensed unlicensed construction permit open, but closure pending * Explanation of special wastes, including	Waste Types Received (check all that apply) residential commercial industrial construction & demolition contaminated soils special wastes * other: g a specific list and/or conditions:	
Site Size: Total area of facility property: Total area sited for use: Total area permitted: Operating: Not excavated: Current capacity: Estimated lifetime: Estimated days open per year: Estimated yearly disposal volume:	$\begin{array}{r} 90 \\ 58 \\ 58 \\ 36 \\ 36 \\ 10 \\ 4,000,000 \\ 1008 \text{ or } yds^2 \\ \hline 15 \\ 266,666 \\ \hline 1008 \\ 75 \\ 75 \\ 75 \\ 75 \\ 75 \\ 75 \\ 75 \\ 7$	
(if applicable) Annual energy production: Landfill gas recovery projects: Waste-to-energy incinerators:	megawatts	

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FACILITY DESCRIPTIONS

Facility Type: Type II 10	andf.11
•	Work systems of Menominee -Michigan Environs
	Location: Town: <u>32</u> Range: <u>27</u> Section(s): <u>3,4</u> 9+10
Map identifying location included in Att	
If facility is an incincrator or a transfer : station wastes : <u>N/A</u>	station, list the final disposal site and location for incinerator ash or transfer
Public Private Owner:	USA Wriste ING.
Operating Status (check) open closed licensed unlicensed construction permit open, but closure pending * Explanation of special wastes, including	Waste Types Received (check all that apply)
This landfill is premitt by DEQ for a Type IT land	ed to accept All waste streams as defined
<u>Site Size:</u> Total area of facility property: Total area sited for use: Total area permitted: Operating: Not excavated:	240 acres 240 acres 80 acres 14.68 acres 65.32 acres
Current capacity: Estimated lifetime: Estimated days open per year: Estimated yearly disposal volume:	<u>4.4 Mil</u> tous on yds ³ <u>19</u> years <u>281</u> days <u>275,000</u> tours or yds ³
(if applicable) Annual energy production: Landfill gas recovery projects: Waste-to-energy incinerators:	

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DATA BASE

FACILITY DESCRIPTIONS

Facility Type: Type II and III Municipal Solid Waste Landfill

Facility Name: Delta County Landfill

County: Delta Location: Town: <u>39N</u>Range: <u>23W</u>Section(s): <u>22</u>

Map identifying location included in Attachment Section: X Yes 🗋 No

If facility is an Incinerator or a Transfer Station, list the final disposal site and location for Incinerator ash or Transfer Station wastes:

X Public 🗌 Private Owner: Delta Solid Waste Management Authority

Operating S	atus (check)	Waste Types	Received (check all that apply)
\boxtimes	open	\boxtimes	residential
	closed	\boxtimes	commercial
X	licensed	\boxtimes	industrial
	unlicensed	\boxtimes	construction & demolition
\boxtimes	construction permit	\boxtimes	contaminated soils
	open, but closure	\boxtimes	special wastes *
	pending		other:

* Explanation of special wastes, including a specific list and/or conditions:

Asbestos, ash (fly & bottom)

Site Size:		
Total area of facility property:	<u>63.2</u>	acres
Total area sited for use:	21.52	acres
Total area permitted:	<u>8.70</u>	acres
Operating:	2.84	acres
Not excavated:	<u>3.60</u>	acres
Current capacity:	<u>861.000</u>	tons or $\sum ds^3$
Estimated lifetime:	<u>28</u>	years
Estimated days open per year:	<u>286</u>	days
Estimated yearly disposal volume:	25,000	\bigotimes tons or $\square_2 ds^3$
(if applicable)		
Annual energy production:		
Landfill gas recovery projects:		megawatts
Waste-to-energy incinerators:		megawatts

SOLID WASTE COLLECTION SERVICES AND TRANSPORTATION:

The following describes the solid waste collection services and transportation infrastructure which will be utilized within the County to collect and transport solid waste.

The Cities of Iron Mountain, Kingsford and Norway will continue to provide curbside collection of residential and certain commercial wastes generated within their boundaries, with municipal employees and equipment. Breitung Township will continue provide curbside collection of residential waste through a contract with The Great American Disposal Company, a different private company or resume municipal service. Sagola Township will continue to provide curbside collection of solid waste and recyclables through a contract with Warmboe and Bates, or another private party.

Residents of Waucedah and Norway Townships will continue individual contracts with private waste collection companies to deliver waste to the transfer station or deliver it themselves.

Felch, Breen and West Branch Townships will continue to operate green box collection sites for their residents. The Great American Disposal Company provides transportation for waste collected in Felch and West Branch Townships. Superior Special Services, Inc. collects the waste from Breen Township.

All waste generated within Dickinson County will be delivered to the transfer station owned and operated by The Great American Disposal Company under a contract with the Dickinson County Solid Waste Management Authority. The Great American Disposal Company contract includes transportation to and disposal in the Wood Island Landfill.

RESOURCE CONSERVATION EFFORTS:

The following describes the selected system's proposed conservation efforts to reduce the amount of solid waste generated throughout the County. The annual amount of solid waste currently or proposed to be diverted from landfills and incinerators is estimated for each effort to be used, if possible. Since conservation efforts are provided voluntarily and change with technologies and public awareness, it is not this Plan update's intention to limit the efforts to only what is listed. Instead citizens, businesses, and industries are encouraged to explore the options available to their lifestyles, practices, and processes which will reduce the amount of materials requiring disposal.

Effort Description	Est. Dive	Est. Diversion Tons/Yr			
	Current	<u>5th yr</u>	<u>10th yr</u>		
Public Education Efforts will Encourage	Unk	nown			
Resource Conservation					
······································					
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· · · · · · · · · · · · · · · · · · ·	┥───╉				
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Additional efforts and the above information for those efforts are listed on an attached page.

WASTE REDUCTION, RECYCLING, & COMPOSTING PROGRAMS:

Volume Reduction Techniques

The following describes the techniques used and proposed to be used throughout the County which reduces the volume of solid waste requiring disposal. The annual amount of landfill air space not used as a result of each of these techniques is estimated. Since volume reduction is practiced voluntarily and because technologies change and equipment may need replacing, it is not this Plan update's intention to limit the techniques to only what is listed. Persons within the County are encouraged to utilize the technique that provides the most efficient and practical volume reduction for their needs. Documentation explaining achievements of implemented programs or expected results of proposed programs is attached.

Technique Description		Est. Air Space Conserved Yds ³ /Yr					
	<u>Cu</u>	rrent <u>5th yr</u>	<u>10th yr</u>				
N/A							
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Additional efforts and the above information for those efforts are listed on an attached page.

Overview of Resource Recovery Programs:

The following describes the type and volume of material in the County's waste stream that may be available for recycling or composting programs. How conditions in the County affect or may affect a recycling or composting program and potential benefits derived from these programs is also discussed. Impediments to recycling or composting programs which exist or which may exist in the future are listed, followed by a discussion regarding reducing or eliminating such impediments.

Refer to Page A-2 for additional information.

Recycling programs within the County are feasible. Details of existing and planned programs are included on the following pages.

□ Recycling programs for the County have been evaluated and it has been determined that it is not feasible to conduct any programs because of the following:

The Dickinson County Solid Waste Management Authority operates

a recycling drop-off center at the solid waste processing

facility. County residents deliver source separated materials

to the facility.

- Composting programs within the County are feasible. Details of existing and planned programs are included on the following pages.
- Composting programs for the County have been evaluated and it has been determined that it is not feasible to conduct any programs because of the following:

The Dickinson County Solid Waste Management Authority operates a

yard waste composting program. Municipalities and individuals deliver yard waste to the site and remove finished compost to be used as a soil amendment. Labor for site operation is provided through

a contract with The Great American Disposal Company.

- Programs for source separation of potentially hazardous materials are feasible and details are included on the following pages.
- □ Separation of potentially hazardous materials from the County's waste stream has been evaluated and it has been determined that it is not feasible to conduct any separation programs because of the following:

The Dickinson County solid Waste Management Authority operates a household hazardous waste collection program. Periodic clean sweep collections are held during summer months. County residents with special circumstances may make appointments at other times to deliver waste to the storage facility. The Authority contracts with licensed hazardous waste transportation, treatment and disposal companies for disposition of the waste. ____ SELECTED SYSTEM

RECYCLING AND COMPOSTING

The following is a brief analysis of the recycling and composting programs selected for the County in this Plan Additional information on operation of recycling and composting programs is included in Appendix A. The analysis covers various factors within the County and the impacts of these factors on recycling and composting Following the written analysis, the tables on pages III-18, 19, & 20 list the existing recycling, composting and source separation of hazardous materials programs that are currently active in the County and which will be continued as part of this Plan. The second group of three tables on pages III-21, 22, & 23 list the recycling, composting, and source separation of hazardous materials programs that are proposed in the future for the county. It is not this Plan update's intent to prohibit additional programs or expansion of current programs to be implemented beyond those listed.

The recycling program selected for implementation in this plan is to continue to operate the county wide drop-off center. The program accepts glass, steel cans, HDPE(#2) and PET(#1) plastics, newsprint, mixed paper, corrugated cardboard, miscellaneous metal items and tires.

The center is open to residents of Dickinson County from 8:00am to 3:30pm Monday through Friday, and 8:30am to noon on Saturday.

The program allows county residents to separate recyclables from the waste stream on a voluntary basis.

Yardwaste composting is provided at the solid waste processing facility. Yardwaste is not accepted at the transfer station. The cities of Iron Mountain and Kingsford provide spring and fall collection of yardwaste for residents. Yardwaste is delivered to the county compost facility.

Breitung Township provides periodic collection of yardwaste throughout the spring, summer and fall months of the year. Yardwaste is delivered to the county compost facility.

All other residents of the county are responsible for delivering yardwaste to the facility themselves, composting at home or leaving it in place.

TABLE III-1

ECYCLING:

Program Name	Service Area	Public or	Collection	Collection	Materials	Program Mana	gement Responsi	ibilities ²
		Private	Point ³	Frequency	Collected ⁵	Development	Operation	Evaluation
<u>Dickinson County</u> Recycling	Dickinson County	<u>Publi</u>	c <u>d</u>	đ	a <u>,b,c,</u> d e,f,k	2	<u> </u>	<u>l</u>
				- <u></u>		· <u>·····</u>	······	·····
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			. <u></u>	. <u></u>			······	·
	<u></u>	<u></u>	<u> </u>		***** *****************	<u> </u>	······	······
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	·······	<u> </u>	<u> </u>	. <u></u>		, <u></u>	<u> </u>	<u> </u>
			- <u></u>	<u></u>	<u></u>			<u> </u>
	<u></u>		<u> </u>	<u> </u>	<u></u>	<u></u> .		<u></u>
	, <u></u>		.		·	<u></u>	······································	••••••••••••••••••••••••••••••••••••••

Additional programs and the above information for those programs are listed on an attached page.

NOTE: The Great American Disposal Company collects recyclables out side of Dickinson County and brings them to the facility for processing and marketing.

- ² Identified by 1 = Designated Planning Agency; 2 = County Board of Commissioners; 3 = Department of Public Works; 4 = Environmental Group (Identified on page 24); 5 = Private Owner/Operator; 6 = Other (Identified on page 24).
- ³ Identified by c = curbside; d = drop-off; o = onsite; and if other, explained.
- ⁴ Identified by d = daily; w = weekly; b = biweekly; m = monthly; and if seasonal service also indicated by Sp = Spring; Su = Summer; Fa = Fall; Wi = Winter.
- ⁵ Identified by the materials collected by listing of the letter located by that material type. A = Plastics; B = Newspaper; C = Corrugated Containers; D = Other Paper; E = Glass; F = Metals; P = Pallets; J = Construction/Demolition; K = Tires; L1, L2 etc. = as identified on page 25.

¹ Identified by where the program will be offered. If throughout the planning area, then listed by planning area; if only in specific counties, then listed by county; if only in specific municipalities, then listed by its name and respective county.

)MPOSTING:

Program Name	Service Area	Public or <u>Private</u>	Collection Point ³	Collection Frequency ⁴	Materials <u>Collected</u> ^s	Program Mana Development	gement Respons Operation	ibilities ² Evaluation
<u>ckinson County</u> Composting	<u>Dickinson County</u>	<u>Publi</u> c	<u>d</u>			2	<u> </u>	<u>l</u>
	<u></u>		<u> </u>			<u> </u>		+
		<u> </u>		<u></u>	<u> </u>		<u></u>	
- <u></u>	<u> </u>		<u></u>	····			<u> </u>	·
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		<u></u>		<u></u>				
			<u></u>				. <u></u>	

Additional programs and the above information for those programs are listed on an attached page.

¹ Identified by where the program will be offered. If throughout the planning area, then listed by planning area; if only in specific counties, then listed by county; if only in specific municipalities, then listed by its name and respective county.

² Identified by 1 = Designated Planning Agency; 2 = County Board of Commissioners; 3 = Department of Public Works; 4 = Environmental Group (Identified on page 24); 5 = Private Owner/Operator; 6 = Other (Identified on page 24).

³ Identified by c = curbside; d = drop-off; o = onsite; and if other, explained.

⁴ Identified by d = daily; w = weekly; b = biweekly; m = monthly; and if seasonal service also indicated by Sp = Spring; Su = Summer; Fa = Fall; Wi = Winter.

⁵ Identified by the materials collected by listing of the letter located by that material type. G = Grass Chippings; L = Leaves; F = Food; W = Wood; P = Paper;

S = Municipal Sewage Sludge; A = Animal Waste/Bedding; M = Municipal Solid Waste; L1, L2 etc. = as identified on page 25.

TABLE Ш-3

JURCE SEPARATION OF POTENTIALLY HAZARDOUS MATERIALS:

nce improper disposal of nonregulated hazardous materials has the potential to create risks to the environment and human health, the following ograms have been implemented to remove these materials from the County's solid waste stream.

Program Name	Service Area ¹	Public or	Collection	Collection	Materials	Program Mana	gement Respons	ibilities ²
		<u>Private</u>	Point ³	Frequency	Collected ⁵	Development	Operation	Evaluation
<u>kinson County HH</u> W	Dickinson County				bl,c,h,		1	
	. <u></u>		<u></u>		o <mark>,ps,p</mark> h 1	/ <u></u>	<u></u>	<u> </u>
·					<u> </u>		.	
							<u> </u>	
	<u></u>							<u></u>
<u></u>			_		<u>_</u>		<u> </u>	
· · · · · · · · · · · · · · · · · · ·			<u> </u>					

Additional programs and the above information for those programs are listed on an attached page.

³ Identified by c = curbside; d = drop-off; o = onsite; and if other, explained.

¹ Identified by where the program will be offered. If throughout the planning area, then listed by planning area; if only in specific counties, then listed by county; if only in specific municipalities, then listed by its name and respective county.

² Identified by 1 = Designated Planning Agency; 2 = County Board of Commissioners; 3 = Department of Public Works; 4 = Environmental Group (Identified on page 24); 5 = Private Owner/Operator; 6 = Other (Identified on page 24).

⁴ Identified by d = daily; w = weekly; b = biweekly; m = monthly; and if seasonal service also indicated by Sp = Spring; Su = Summer; Fa = Fall; Wi = Winter.

⁵ Identified by the materials collected by listing of the letter located by that material type. AR = Aerosol Cans; A = Automotive Products except Used Oil, Oil Filters & Antifreeze; AN = Antifreeze; B1 = Lead Acid Batteries; B2 = Household Batteries; C = Cleaners and Polishers; H = Hobby and Art Supplies; OF = Used Oil

Filters; P = Paints and Solvents; PS = Pesticides and Herbicides; PH = Personal and Health Care Products; U = Used Oil; OT = Other Materials and identified.

COPOSED RECYCLING:

Program Name (if known)	Service Area ¹					Program Mana Development	gement Respons Operation	ibilities ² Evaluation
<u>Dickinson County</u> Recycling	Dickinson County	Public	d		a ,b,c, d e,f,k	2		1
				·			<u></u>	
				<u></u>			·	
						. <u></u>	 	
				<u></u>		. <u> </u>	<u></u>	
		<u></u>			<u></u>	- <u></u>	<u> </u>	
		<u> </u>		·		<u>.</u>	<u></u>	<u></u>
		<u></u>			·			

Note: The Great American Disposal Company may process recyclables from out side Dickinson County at the facility. Additional programs and the above information for those programs are listed on an attached page.

- ² Identified by 1 = Designated Planning Agency; 2 = County Board of Commissioners; 3 = Department of Public Works; 4 = Environmental Group (Identified on page 24); 5 = Private Owner/Operator; 6 = Other (Identified on page 24).
- ³ Identified by c = curbside; d = drop-off; o = onsite; and if other, explained.
- * Identified by d = daily; w = weekly; b = biweekly; m = monthly; and if seasonal service also indicated by Sp = Spring; Su = Summer; Fa = Fall; Wi = Winter.
- ⁵ Identified by the materials collected by listing of the letter located by that material type. A = Plastics; B = Newspaper; C = Corrugated Containers; D = Other Paper; E = Glass; F = Metals; P = Pallets; J = Construction/Demolition; K = Tires; L1, L2 etc. = as identified on page 25.

¹ Identified by where the program will be offered. If throughout the planning area, then listed by planning area; if only in specific counties, then listed by county; if only in specific municipalities, then listed by its name and respective county.

ROPOSED COMPOSTING:

Program Name, (if known)	Service Area ¹	Public or Private	Collection Point ³			Program Mana Development	gement Responsi Operation	ibilities ² Evaluation
ickinson County Composting	Dickinson County	Public	_ <u>d</u>	d	<u>g,1</u>	2		1
- <u> </u>	<u> </u>			<u></u>		·		<u>-,</u>
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				<u> </u>	<u> </u>		<u> </u>	<u></u>
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		- <u>-</u>		·	<u> </u>	<u> </u>	. <u> </u>	
<u> </u>			<u> </u>			-		
		<u> </u>			·····	·		

Additional programs and the above information for those programs are listed on an attached page.

¹ Identified by where the program will be offered. If throughout the planning area, then listed by planning area; if only in specific counties, then listed by county; if only in specific municipalities, then listed by its name and respective county.

² Identified by 1 = Designated Planning Agency; 2 = County Board of Commissioners; 3 = Department of Public Works; 4 = Environmental Group (Identified on page 24); 5 = Private Owner/Operator; 6 = Other (Identified on page 24).

³ Identified by c = curbside; d = drop-off; o = onsite; and if other, explained.

⁴ Identified by d = daily; w = weekly; b = biweekly; m = monthly; and if seasonal service also indicated by Sp = Spring; Su = Summer; Fa = Fall; Wi = Winter.

³ Identified by the materials collected by listing of the letter located by that material type. G = Grass Clippings; L = Leaves; F = Food; W = Wood; P = Paper;

S = Municipal Sewage Sludge; A = Animal Waste/Bedding; M = Municipal Solid Waste; L1, L2 etc. = as identified on page 25.

ROPOSED SOURCE SEPARATION OF POTENTIALLY HAZARDOUS MATERIALS:

Program Name,	Service Area ¹	Public or					agement Respons	sibilities ²
(if known)		Private	Point'	Frequency	Collected ^s	Development	Operation	Evaluation
ickinson County H	HW Dickinson Co.	<u>Publi</u> c	. <u>d</u>		a <u>r,a;an</u> b1,c,h	2		<u>1</u>
				<u> </u>	p <u>,ps,p</u> h	, <u>u</u>		<u> </u>

Additional programs and the above information for those programs are listed on an attached page.

² Identified by 1 = Designated Planning Agency; 2 = County Board of Commissioners; 3 = Department of Public Works; 4 = Environmental Group (Identified on page 24); 5 = Private Owner/Operator; 6 = Other (Identified on page 24).

³ Identified by c = curbside; d = drop-off; o = onsite; and if other, explained.

.....

¹ Identified by where the program will be offered. If throughout the planning area, then listed by planning area; if only in specific counties, then listed by county; if only in specific municipalities, then listed by its name and respective county.

⁴ Identified by d = daily; w = weekly; b = biweekly; m = monthly; and if seasonal service also indicated by Sp = Spring; Su = Summer; Fa = Fall; Wi = Winter.

⁵Identified by the materials collected by listing of the letter located by that material type. AR = Aerosol Cans; A = Automotive Products except Used Oil, Oil Filters & Antifreeze; AN = Antifreeze; B1 = Lead Acid Batteries; B2 = Household Batteries; C = Cleaners and Polishers; H = Hobby and Art Supplies; OF = Used Oil Filters; P = Paints and Solvents; PS = Pesticides and Herbicides; PH = Personal and Health Care Products; U = Used Oil; OT = Other Materials and identified.

IDENTIFICATION OF RESOURCE RECOVERY MANAGEMENT ENTITIES:

The following identifies those public and private parties, and the resource recovery or recycling programs for which they have management responsibilities.

Environmental Groups

<u>Other.</u>

Dickinson County Solid Waste Management Authority - County wide drop off for recyclables and yardwaste composting.

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_____ILECTED SYSTEM

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PROJECTED DIVERSION RATES:

The following estimates the annual amount of solid waste which is expected to be diverted from landfills and incinerators as a result of the current resource recovery programs and in five and ten years.

Collected Material:	Projected	Annual T	ons Diverted:	Collected Material:	Projected	Annual Tor	ns Diverted:
	Current	5th Yr	10th Yr		Current	5th Yr	10th Yr
A. TOTAL PLASTICS:	25	25	25	G. GRASS AND LEAVES:	750	750	750
B. NEWSPAPER:	50	50	50	H. TOTAL WOOD WASTE:			<u></u>
C. CORRUGATED CONTAINERS:	200	200	200	I. CONSTRUCTION AND DEMOLITION:			
D. TOTAL OTHER PAPER:	240	240	240	J. FOOD AND FOOD PROCESSING:			
E. TOTAL GLASS:	70	70	70	K. TIRES:	1250	1250	1250
•. OTHER MATERIALS :				L. TOTAL METALS:	120	120	120
F1	<u> </u>			F3			<u> </u>
F2				F4			

MARKET AVAILABILITY FOR COLLECTED MATERIALS:

The following identifies how much volume that existing markets are able to utilize of the recovered materials which were diverted from the County's solid waste stream.

Collected <u>Material:</u>	In-State <u>Markets</u>	Out-of-State Markets	Collected <u>Material</u>	In-State <u>Markets</u> 100%	Out-of-State <u>Markets</u>
A. TOTAL PLASTICS:	<u></u>	100%	G. GRASS AND LEAVES:		
B. NEWSPAPER:	100%		H. TOTAL WOOD WASTE:		<u> </u>
C. CORRUGATED CONTAINERS:	<u></u>	100%	I. CONSTRUCTION AND DEMOLITION:		
D. TOTAL OTHER PAPER:		100%	J. FOOD AND FOOD PROCESSING		
E. TOTAL GLASS: F. OTHER MATERIALS:	100%		K. TIRES: L. TOTAL METALS: F3	100%	100%
F2			F4		

Note: Markets noted are those being used as of 12/31/98. Markets may change as conditions change.

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EDUCATIONAL AND INFORMATIONAL PROGRAMS:

It is often necessary to provide educational and informational programs regarding the various components of a solid waste management system before and during its implementation. These programs are offered to avoid miscommunication which results in improper handling of solid waste and to provide assistance to the various entities who participate in such programs as waste reduction and waste recovery. Following is a listing of the programs offered or proposed to be offered in this County.

Program Topic ¹	Delivery Medium ²	Targeted Audience ³	Program Provider ⁴		•
1,2,3	<u>n</u>	q	DPA		
3	<u> </u>	p	DPA		
1,2,3	Eacility Tours	<u> g, .s </u>	DPA (Tours	given upon	reque
<u></u>		<u> </u>			
	<u></u>	<u> </u>			\langle
		. <u></u>	·		
	÷				
	<u></u>	·····	,,		

- ¹ Identified by 1 = recycling; 2 = composting; 3 = household hazardous waste; 4 = resource conservation; 5 = volume reduction; 6 = other which is explained.
- ² Identified by w = workshop; r = radio; t = television; n = newspaper; o = organizational newsletters; f = flyers; e = exhibits and locations listed; and ot = other which is explained.
- ³ Identified by p = general public; b = business; i = industry; s = students with grade levels listed. In addition if the program is limited to a geographic area, then that county, city, village, etc. is listed.
- ⁴ Identified by EX = MSU Extension; EG = Environmental Group (Identify name); OO = Private Owner/Operator (Identify name); HD = Health Department (Identify name); DPA = Designated Planning Agency; CU = College/University (Identify name); LS = Local School (Identify name); ISD = Intermediate School District (Identify name); O = Other which is explained.

Additional efforts and the above information for those efforts are listed in Appendix E.

TIMETABLE FOR SELECTED SYSTEM IMPLEMENTATION

This timetable is a guideline to implement components of the Selected System. The <u>Timeline</u> gives a range of time in which the component will be implemented such as "1995-1999" or "On-going." Timelines may be adjusted later, if necessary.

Management ComponentsTimelineEstablish Composting Program1991 +1992Establish Recycling Drop-Off Center1991Establish HHW Collection Program1991 - 1994Form Solid Waste Authority1993Analyze Disposal Options1995Develop contract for Operation & Disposal1995 - 1996

TABLE III-7

SITING REVIEW PROCEDURES

AUTHORIZED DISPOSAL AREA TYPES

The following solid waste disposal area types may not be sited by this Plan. Any proposal to construct a facility listed herein shall be deemed inconsistent with this Plan.

Type II Municipal Landfill

Type III Landfill -except expansion of existing industrial facilitie

Waste Transfer and/or processing facilities.

SITING CRITERIA AND PROCESS

The following process describes the criteria and procedures to be used to site solid waste disposal facilities and determine consistency with this Plan. (attach additional pages if necessary)

Type II landfill siting criteria are not included because ten years of capacity have been provided by contract with Wood Island Landfill.

Champion InternationalCorporation and Consolidated Papers, Inc. may expand existing Type III facilities only to accept waste generated by their Quinnesec, MI, and Niagara, WI. facilities.

The Dickinson County Board of Commissioners will determine consistency with the plan.

SOLID WASTE MANAGEMENT COMPONENTS¹

The following identifies the management responsibilities and institutional arrangements necessary for implementation of the Selected Waste Management System. Also included is a description of the technical, administrative, financial and legal capabilities of each identified existing structure of persons, municipalities, counties and state and federal agencies responsible for solid waste management including planning, implementation and enforcement.

Implementation of the selected system required formation of the Dickinson County Solid Waste Management Authority to oversee the operation of solid waste programs.

The Authority, in turn entered into a contract with The Great American Disposal Company to operate the solid waste transfer station, recycling and composting programs and to dispose of solid waste in the Wood Island Landfill.

IDENTIFICATION OF RESPONSIBLE PARTIES

Document which entities within the County will have management responsibilities over the following areas of the Plan.

Resource Conservation:	The Dickinson County Solid Waste Management
	Authority will be responsible for including
Source or Waste Reduction	resource conservation in the public education
	programs.

Product Reuse

Reduced Material Volume

Increased Product Lifetime

Decreased Consumption

Resource Recovery Programs:

Composting Dickinson County Solid Waste Management Authority

Recycling Dickinson County Solid Waste Management Authority

Energy Production N/A

Volume Reduction Techniques: N/A

<u>Collection Processes:</u> Municipalities, Private Collection Companies, Individuals

Transportation: The Great American Disposal Company

Disposal Areas:

Processing Plants

Incineration

1

Transfer Stations The Great American Disposal Company

Sanitary Landfills Wood Island Sanitary Landfill

Ultimate Disposal Area Uses: Wood Island Sanitary Landfill

Local Responsibility for Plan Update Monitoring & Enforcement:

Dickinson County Solid Waste Management Planning Commitee/ Dickinson County Solid Waste Management Authority

Dickinson County will be responsible for enforcement of the plan. <u>Educational and Informational Programs:</u> Dickinson County Solid Waste Management Authority

concumentation of acceptance of responsibilities is contained in Appendix D.

LOCAL ORDINANCES AND REGULATIONS AFFECTING SOLID WASTE DISPOSAL

This Plan update's relationship to local ordinances and regulations within the County is described in the option(s) marked below:

N/A 1. Section 11538.(8) and rule 710 (3) of Part 115 prohibits enforcement of all County and local ordinances and regulations pertaining to solid waste disposal areas unless explicitly included in an approved Solid Waste Management Plan. Local regulations and ordinances intended to be part of this Plan must be specified below and the manner in which they will be applied described.

N/A 2. This Plan recognizes and incorporates as enforceable the following specific provisions based on existing zoning ordinances:

Gt	eographic area/Unit of government:
Ту	pe of disposal area affected:
Or	dinance or other legal basis:
Re	quirement/restriction:
— Ge	ographic area/Unit of government:
Ту	ographic area/Unit of government:

C.	Geographic area/Unit of government:
	Type of disposal area affected:
	Ordinance or other legal basis:
	Requirement/restriction:
D.	Geographic area/Unit of government:
	Type of disposal area affected:
	Ordinance or other legal basis:
	Requirement/restriction:
E.	Geographic area/Unit of government:
	Type of disposal area affected:
	Ordinance or other legal basis:
	Requirement/restriction:

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3. This Plan authorizes adoption and implementation of local regulations governing the following subjects by the indicated units of government without further authorization from or amendment to the Plan.

Additional listings are on attached pages.

Local regulations governing the collection of solid waste for transportation to the transfer station operated by the Dickinson County Solid Waste Management Authority may be adopted and implemented without further authorization from or amendment to the Plan.

CAPACITY CERTIFICATIONS

Every County with less than ten years of capacity identified in their Plan is required to annually prepare and submit to the DEQ an analysis and certification of solid waste disposal capacity validly available to the County. This certification is required to be prepared and approved by the County Board of Commissioners.

- This County has more than ten years capacity identified in this Plan and an annual certification process is not included in this Plan.
- Ten years of disposal capacity has not been identified in this Plan. The County will annually submit capacity certifications to the DEQ by June 30 of each year on the form provided by the DEQ. The County's process for determination of annual capacity and submission of the County's capacity certification is as follows:

The Wood Island Landfill has 1,500,000 cubic yards of available space. Dickinson County generates 15,750 tons(47,250cy) of Type II waste each year. Wood Island Landfill has confirmed that the necessary capacity is available for Dickinson County for the ten year period.(Letter attached- Page D - 3a)

APPENDIX

ADDITIONAL INFORMATION

REGARDING THE

SELECTED

SYSTEM

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EVALUATION OF RECYCLING

The following provides additional information regarding implementation and evaluations of the various components of the Selected System

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DETAILED FEATURES OF RECYCLING AND COMPOSTING PROGRAMS:

List below the types and volumes of material available for recycling and composting.

LIST OF RECYCLABLES (tons)

		Solid		MIXED			STEEL
	Population	Waste	ONP	PAPER	PLASTIC	GLASS	CANS
Iron Mountain	8530	2945.00	353,40	7 9 5.15	235.60	147.25	88 35
Kingsford	5520	2275.00	273.00	614.25	182.00	113.75	68.25
Breitung Twp.	5774	2085.00	250.20	562.95	166,80	104.25	62.55
Norway	2265	1850.00	198.00	445.50	132.00	82.50	49.50
Norway Twp.	1492	604.48	72.54	163.21	48.36	30.22	18.13
Waucedah Twp.	1010	409.20	49.10	110.48	32.74	20,46	12.28
Sagola Twp.	1320	534.80	64.18	144.40	42,78	26.74	16.04
Feich Twp.	770	311.97	37.44	84.23	24.96	15,60	9.36
Breen Twp	524	212.30	25.48	57.32	16,98	10.61	6.37
West Branch Twp.	80	32.41	3.89	8.75	2.59	1.62	0.97
Dickinson County	27285	11060.16	1327.22	2986.24	884.81	553.01	331.80
YARD WASTE AVAID	LABLE FOR C	OMPOSTING					

AILABLE FOR COMPOSTING

	1992	1993	1994	1995	19 96	1997
Yardwaste (tons/year)	94 4.7 6	1464.58	1095.24	501.52	702.37	894.96

The following briefly describes the processes used or to be used to select the equipment and locations of the recycling and composting programs included in the Selected System. Difficulties encountered during past selection processes are also summarized along with how those problems were addressed:

Equipment Selection:

Existing Programs: Containers used for collecting recyclables at the facility were selected based upon equipment available to transport the commodity in questions. Materials processed at the solid waste facility are collected in containers which can be unloaded onto the baling floor with a fork lift. Metals and glass are collected in roll-off containers for transportation to the processing location. Paper products are placed inside the baler building for storage prior to baling. There have been no problems encountered in the existing recycling system.

A Wildcat compost turner was selected for processing compostable based on manufacturer claims that it would break up plastic bags used for collection of yardwaste. After two years of operations it was found that the turner was very inefficient at breaking down the bags and large amounts of plastic remained in the compost. The Solid Waste Management Authority discontinued accepting yardwaste in bags or containers at the compost site.

Proposed Programs

Site Availability & Selection:

Existing Program: The recycling collection center and compost site are located at the solid waste processing facility. The Authority owns 280 acres at the site. The recyclables are collected in containers located in the paved area behind the processing facility.

A 60' x 100' building was erected at the southern edge of the paved area behind the processing facility to store baled recyclables prior to shipment to market.

Proposed Program:

Composting Operating Parameters:

The following identifies some of the operating parameters which are to be used or are planned to be used to monitor the composting programs.

Existing Programs:

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Program Name:	<u>pH Range</u>	Heat Range	Other Parameter	Measurement Unit
<u>Dickinson County</u> Composting		<u>100° - 150°</u>		
	<u></u>			<u> </u>
	<u> </u>	<u> </u>	<u></u>	·
•	<u></u>	<u></u>	<u></u>	<u> </u>
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Proposed Programs:				
Program Name	pH Range	Heat Range	Other Parameter	Measurement Unit
Dickinson County Composting	<u></u>	100° - 150°	ف بيبي المحالي المحالي الم	<u> </u>
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COORDINATION EFFORTS

Solid Waste Management Plans need to be developed and implemented with due regard for both local conditions and the state and federal regulatory framework for protecting public health and the quality of the air, water and land. The following states the ways in which coordination will be achieved to minimize potential conflicts with other programs, and if possible, to enhance those programs.

It may be necessary to enter into various types of agreements between public and private sectors to be able to implement the various components of this solid waste management system. The known existing arrangements are listed below which are considered necessary to successfully implement this system within the County. In addition, proposed arrangements are recommended which address any discrepancies that the existing arrangements may have created or overlooked. Since arrangements may exist between two or more private parties that are not public knowledge, this section may not be comprehensive of all the arrangements within the County. Additionally, it may be necessary to cancel or enter into new or revised arrangements as conditions change during the planning period. The entities responsible for developing, approving, and enforcing these arrangements are also noted.

The first arrangement which was necessary for the implementation of this solid waste management plan was the formation of the Dickinson County Solid Waste Management Authority. The articles of incorporation were approved in 1993.

The Dickinson County Solid Waste Management Authority entered into a contract with the Great American Disposal Company for the operation of a solid waste transfer station, transportation and disposal of solid vaste and operation of composting, household hazardous waste and secycling programs.

The articles of incorporation for the Authority and the contract with the Great American Disposal Company are attached following Appendix D.

COORDINATION EFFORTS CONTINUED:

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COSTS & FUNDING: See page A - 7a

The following estimates the necessary management, capital, and operational and maintenance requirements for each applicable component of the solid waste management system. In addition, potential funding sources have been identified to support those components.

System Component ¹	Estimated Costs	Potential Funding Sources
Resource Conservation Efforts		
Resource Recovery Programs		
Volume Reduction Techniques		
Collection Processes		
<u>Transportation</u>		
Disposal Areas		
Future Disposal Area Uses		
Management Arrangements		
Educational & Informational Programs		

¹ These components and their subcomponents may vary with each system.

COSTS & FUNDING

Costs of solid waste collection services are recovered by the municipalities providing the service through property taxes and/or user fees charged to residents.

Funding for solid waste disposal, recycling, composting and the household hazardous waste collection program are covered by user fees charged at the solid waste processing facility for the disposition of waste.

A copy of the Dickinson County Solid Waste Management Authority 1999 budget follows.

DICKINSON COUNTY SOLID WASTE MANAGEMENT AUTHORITY

1999 BUDGET

REVENUE

User Fees Tires Sale of Recyclables Misc. Income Interest Earned Total Revenue	\$866,250.00 \$4,000.00 \$0.00 \$100.00 \$12,000.00 \$882,350.00
EXPENSES	
Administration Waste Processing	\$47,000.00
Waste Disposal	\$762,062.11
Tire Recycling	\$4,000.00
Compost Operations	\$500.00
HHW	\$20,000.00
Recycling	\$500.00
Professional Services	\$5,000 00
Utilities	\$800.00
Building Maintenance	\$0 00
Capital Improvements	\$5,000.00
Debt Retirement	\$0.00
Total Expenses	\$844,882.11
Baiance	\$37,487.89
Prior Year Balance	\$290,103.08
EOY Balance	\$327,590.97
Waste Tonnage	15750
Total Cost /Ton	\$53.39
Disposal Cost/Ton	\$48.38

EVALUATION SUMMARY OF THE SELECTED SYSTEM:

The solid waste management system has been evaluated for anticipated positive and negative impacts on the public health, economics, environmental conditions, siting considerations, existing disposal areas, and energy consumption and production which would occur as a result of implementing this Selected System. In addition, the Selected System was evaluated to determine if it would be technically and economically feasible, whether the public would accept this selected system, and the effectiveness of the educational and informational programs. Impacts to the resource recovery programs created by the solid waste collection system, local support groups, institutional arrangements, and the population in the County in addition to market availability for the collected materials and the transportation network were also considered. Impediments to implementing the proposed solid waste management system are identified and proposed activities which will help overcome those problems are also addressed to assure successful programs. The Selected System was also evaluated as to how it relates to the Michigan Solid Waste Policy's goals. The following summarizes the findings of this evaluation and the basis for selecting this system.

The selected solid waste management system will create minimal negative impact on public health and environment by disposing of solid waste in an existing landfill rather than construction of an additional landfill in the area. The economic evaluation of the selected alternative is attached and indicates that the selected alternative has the lowest economic impact of the alternatives considered. The selected alternative will result in higher consumption of fossil fuels for transportation to the landfill, however, additional resources necessary for construction of a County landfill will be conserved.

The selected alternative is technically and economically feasible.

The selected collection system has been in place for a number of years and will have no additional impact on the safety, health, or environment of Dickinson County.

The recycling system gives residents of Dickinson County the opportunity to separate recyclable resources from their waste prior to disposal. Materials delivered to the solid waste processing facility by residents of the county are marketed for use in manufacture of new products.

The composting program provides a central location for disposition of yard waste and conversion of that material to a soil enhancement.

The household hazardous waste collection program will allow for separation of potentially hazardous materials from the residential solid waste stream within the county. EVALUATION SUMMARY CONTINUED:

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The economic analyses of the solid waste disposal options and the recycling program options are attached following Appendix D.

ADVANTAGES AND DISADVANTAGES OF THE SELECTED SYSTEM:

Each solid waste management system has pros and cons relating to its implementation within the County. Following is an out line of the major advantages and disadvantages for this Selected System

ADVANTAGES:

- 1. The selected system limits the number of landfills to be built.
- 2. The selected system maximizes utilization of existing solid waste management system components.
- The selected system provides the opportunity for residents of Dickinson County to recycle glass, metals, some plastics and most paper products.
- 4. The selected alternative provides yardwaste composting.
- 5. The selected alternative allows for removal of household hazardous waste from the municipal waste stream.
- 6. The selected system provides one county wide solid waste management entity.

DISADVANTAGES:

- 1. The selected system removes control of the ultimate disposal area from local officials.
 - 2. The selected system has limited potential for resource recovery.
 - 3. The selected system requires transportation of waste to a landfill which is approximately 100 miles from the point of generation.

NON-SELECTED

SYSTEMS

Before selecting the solid waste management system contained within this Plan update, the County developed and considered other alternative systems The details of the non-selected systems are available for review in the County's repository. The following section provides a brief description of these non-selected systems and an explanation of why they were not selected. Complete one evaluation summary for each non-selected system.

The non-selected solid waste management system included construction of a Type II landfill in Dickinson County and expansion of the recycling collection system. SYSTEM COMPONENTS:

The following briefly describes the various components of the non-selected system

RESOURCE CONSERVATION EFFORTS: N/A

<u>VOLUME REDUCTION TECHNIQUES:</u> Non-selected systems included baling of solid waste prior to transportation to the landfill to provide volume reduction.

<u>RESOURCE RECOVERY PROGRAMS:</u> The non-selected system included multiple drop-off collection sites for recyclables and a curbside collection system in the more populous areas of the county.

<u>COLLECTION PROCESSES</u>: Separate curbside collection of recyclables was considered, but not selected.

TRANSPORTATION: Tractor trailer transportation was the only alternative evaluated.

<u>DISPOSALAREAS:</u> The non-selected alternatives included disposal at a private landfill in Menominee County and construction of a landfill in Dickinson County.

INSTITUTIONAL ARRANGEMENTS: The only institutional arrangement considered was formation of a county-wide solid waste management authority.

EDUCATIONAL AND INFORMATIONAL PROGRAMS: There were no informational and educational systems which were not selected.

<u>CAPITAL, OPERATIONAL, AND MAINTENANCE COSTS:</u> See Economic Analyses of Alternatives

EVALUATION SUMMARY OF NON-SELECTED SYSTEM:

The non-selected system was evaluated to determine its potential of impacting human health, economics, environmental, transportation, siting and energy resources of the County, in addition, it was reviewed for technical feasibility, and whether it would have public support. Following is a brief summary of that evaluation along with an explanation why this system was not chosen to be implemented.

The non-selected disposal system to transport waste to a private landfill in Menominee County would have the same human health and environmental impacts as the selected system, with the exception that waste would be transported only 70 miles rather than 100 miles.

Construction of a Type II landfill in Dickinson County would have required dedication of additional land resources to waste disposal and roads; and considerable increase in financial resources required for solid waste management.

The options to provide additional drop-off recycling centers and/or to provide partial curbside collection of recyclables was not selected because the actual benefit to the environment is expected to be relatively low compared to the large capital resource required to provide the service. Participation rates are not likely to increase significantly in an expansion of a strictly voluntary system. Efforts will be made to increase the participation in the existing recycling program.

There were no composting or household hazardous waste systems considered which were not chosen for selection in the plan.

ADVANTAGES AND DISADVANTAGES OF THE NON-SELECTED SYSTEM:

Each solid waste management system has pros and cons relating to its implementation within the County Following is an out line of the major advantages and disadvantages for this Selected System

ADVANTAGES:

- 1. The non-selected disposal systems would have required shorter transportation distances.
- 2. Curbside collection of recyclables may have increased recovery rates.
- 3. Construction of a landfill within the county would allow local control of the disposal area and its ultimate use.

DISADVANTAGES:

- 1. The non-selected system would require construction of a landfill in Dickinson County.
- 2. The non-selected system would cost the residents of Dickinson County more for waste solid waste management, without adding health, safety or environmental benefits.

PUBLIC PARTICIPATION

AND APPROVAL

The following summarizes the processes which were used in the development and local approval of the Plan including a summary of public participation in those processes, documentation of each of the required approval steps, and a description of the appointment of the solid waste management planning committee along with the members of that committee.

PUBLIC PARTICIPATION

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<u>PUBLIC INVOLVEMENT PROCESS</u>: A description of the process used, including dates of public meetings, copies of public notices, documentation of approval of planning committee, County Board of Commissioners, and municipalities

All committee meetings were held in the evening at the Dickinson County Courthouse. Notice of meetings were posted at the courthouse and at the Dickinson County Solid Waste processing facility.

Committee meeting agendas were mailed to the chief elected official of each municipality within the county not less that ten days prior to the scheduled meeting. In addition, agendas were provided to local news papers, radio stations and television bureaus.

Public hearing notices were printed in the Iron Mountain Daily News not less that thirty days prior to the hearing date.

Committee meetings were held on June 4, 1998, September 10, 1998, October 14, 1998, December 8, 1998, March 4, 1999, September 9, 1999 and December 9, 1999. Public Hearings were held on September 9, and December 9, 1999.

Minutes of the December 9, 1999 meeting and record of public hearing are attached following Appendix D to document the committee approval of the plan.

PLANNING COMMITTEE APPOINTMENT PROCEDURE:

The Dickinson County Board of Commissioners published an advertisement requesting applicants for the fourteen positions on the solid waste management planning committee. The Board of Commissioners then made appointments from the applications received. There were no applicants for the positions for industrial waste generators or the regional planning agency, therefore the County directly recruited members to fill those positions. PUBLIC PARTICIPATION

PLANNING COMMITTEE

Committee member names and the company, group, or governmental entity represented from throughout the County are listed below.

Four representatives of the solid waste management industry:

1. Terrance Barnes, Wood Island Sanitary Landfill

2. Thomas R. Paupore, United Abrasive

3. David Schmutzler, Consolidated Papers

4. Darryl Wickman, City of Kingsford

One representative from an industrial waste generator:

1. Walter S. Blair, Champion International Corp.

Two representatives from environmental interest groups from organizations that are active within the County:

1. Donna Hayes, Dickinson Citizens for Clean Air

2. Lucy Shampo, Fumee Lake Commission

One representative from County government. All government representatives shall be elected officials or a designee of an elected official.

1. William Marchetti, Dickinson County

One representative from township government:

1. William Rabenberg, Breitung Township

One representative from city government:

1. James Urbany, City of Iron Mountain

One representative from the regional solid waste planning agency:

1. Frank Smith, CUPPAD

Three representatives from the general public who reside within the County:

1. Jack Bale , Iron Mountain

2. JoAnn Testolin, Waucedah Township

3. Bryan Kesler, Breitung Township

APPENDIX D

Plan Implementation Strategy

The following discusses how the County intends to implement the plan and provides documentation of acceptance of responsibilities from all entities that will be performing a role in the plan.

The plan will be implemented by the Dickinson County Solid Waste Management Authority. The Authority has entered into a contract with the Great American Disposal Company to provide labor and landfill air space.

The Authority articles of incorporation and the contract are attached.

Resolutions

The following are resolutions from County Board of Commissioners approving municipality's request to be included in an adjacent County's Plan.

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N/A

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Listed Capacity

Documentation from landfills that the County has access to their listed capacity.

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WOOD ISLAND Sanitary Landfill

Corporate Office P.O. Box 2002 Kingsford, MI 49802 906-774-9006



Landfill Office M-28 East, P.O. Box 165 Wetmore, MI 49894 906-387-2646

August 19, 1998

Ms. Edith K. Raffin, P.E., Administrator DCSWMA P.O. Box 252 Iron Mountain, MI 49801

Dear Edie:

This letter is to confirm for your Dickinson County Solid Waste Plan, that there is at least ten years capacity for disposal of wastes generated within Dickinson County for disposal at Wood Island landfill.

Please find enclosed a copy of Wood Island's completed "Facility Description" form that you sent me. Should you have any further questions, please feel free to give me a call.

Sincerely, Morres) Mance

Terrance J. Barnes Vice President

WOOD ISLAND Sanitary Landfill

Corporate Office P.O. Box 2002 Kingsford, MI 49802 906-774-9006



Landfill Office M-28 East, P.O. Box 165 Wetmore, MI 49894 906-387-2646

June 15, 1998

Ms. Edith K. Raffin, Administrator DCSWMA P.O. Box 252 Iron Mountain, MI 49801

Dear Edie:

I hope everything is going well on the Dickinson County Solid Waste Plan that you are working on.

This letter is to request that the Wood Island Landfill in Wetmore, Michigan be included in the Dickinson County plan as a "Primary" disposal site for Dickinson County.

Should you have any questions, please feel free to give me a call.

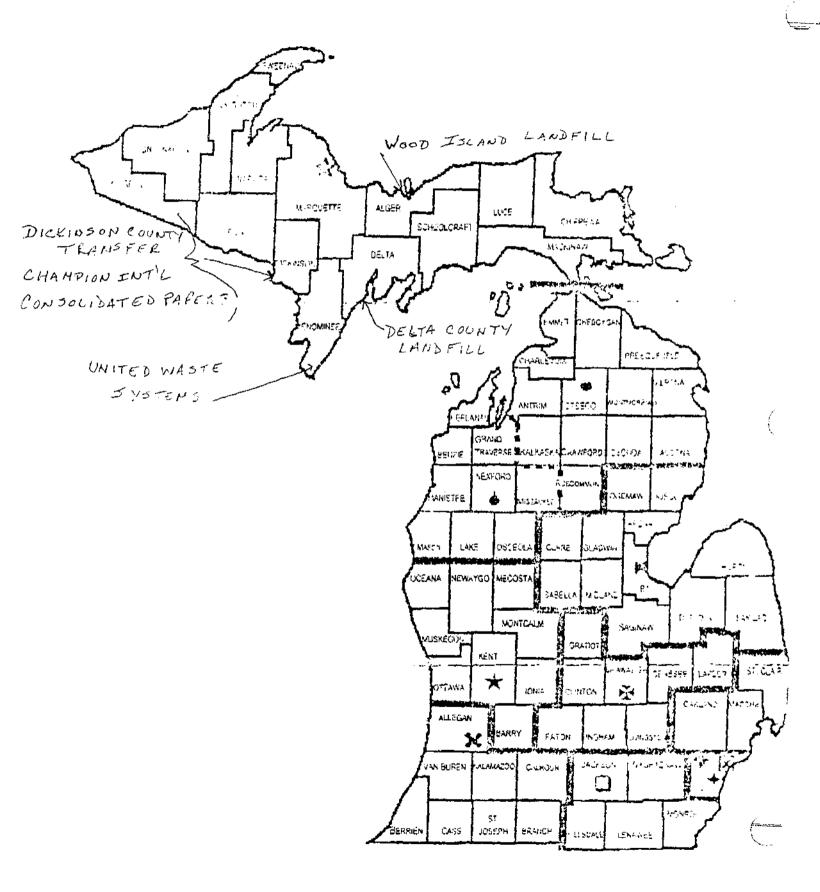
Sincerely,

Terrangé J. Barnes Vice President

<u>Maps</u>

Maps showing locations of solid waste disposal facilities used by the County.

LOCATION OF SOLID WASTE DISPOSAL FACILITIES



Special Conditions

Special conditions affecting import or export of solid waste.

1. Exportation of solid waste for disposal at the Delta Solid Waste Management Authority landfill is authorized provided it meets the following conditions:

- The Delta Solid Waste Management Authority, as owner of the landfill facility, would agree to accept the out-of county wastes and is responsible for establishing the waste disposal fees.
- A maximum of 24,000 tons a year of out-of-county waste shall be permitted to be imported to Delta County for disposal at the Delta Landfill.
- The Delta Solid Waste Management Authority retains the option of contracting with outside agencies for acceptance of waste when it is in the best financial interest of the Authority, and offers no risk to the health, safety and welfare of the citizens of Delta County, and further that the best financial interests of the Delta Solid Waste Management Authority be defined as that airspace is sold at a rate higher than the rates for Delta County residents and such sale does not preclude routine or emergency waste disposal by any County Resident or agency.
- The importation of wastes from other counties is subject to provisions as contained in the exporting county's plan.

2. The exportation of waste from Dickinson County is allowed only after the waste has been processed at the transfer station in Dickinson County. The only pre-authorized exception to the waste export restriction is that Grede Foundry may transport its process sand waste directly to the United Waste Systems Landfill in Menominee County.

Inter-County Agreements

Copies of Inter-County agreements with other Counties (if any).

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NOT APPROVE

SOLID WASTE MANAGEMENT PLANNING COMMITTEE MEETING

Thursday - December 9, 1999 - 6:30 PM

The meeting was called to order by Chairman Bill Marchetti.

Roll call was taken with the following members present: Bill Marchetti, Terry Barnes, Dave Schmutzler, Lucy Shampo, Darryl Wickman, Frank Smith, Bill Rabenberg, Jim Urbany, Jack Bale.

Absent: Donna Hayes, Walter Blair, Bryan Kesler, JoAnn Testolin, Tom Paupore.

Also present: Edith Raffin, Ronald Olson, Grede Foundry.

Moved by Jim Urbany, supported by Frank Smith, to approve the minutes of 9/9/99, as written. All Ayes.

Moved by Lucy Shampo, supported by Darryl Wickman, to approve the agenda. All Ayes.

The Chairman then opened the meeting to Citizen's Time.

Ron Olson, Grede Foundry, informed the committee that options for sand disposal outside of Menominee County would not create a financial burden for Grede Foundries, Inc. Continued disposal at the Menominee County Facility is preferred to limit the potential liability of using multiple sites, however. Ron also noted that they are working on beneficial reuse projects and are going to attempt to greatly reduce the amount of sand landfilled in the future.

The Chairman opened the public hearing. There were no comments received from the audience. It was noted that the committee had received written comment from Jeffrey L. Woolstrum, Honigman Miller Schwartz and Cohn, and the Sagola Township Board. The comments are attached and made part of the record.

There were no comments from the public following the public hearing.

There was discussion of waste import/export reciprocity between Michigan counties.

It was noted that the Michigan Department of Environmental Quality(MDEQ) opinion on the issues regarding the import/export questions is not firm and that the MDEQ may not prevail if the issues are taken to the courts. In addition, the Michigan Waste Industry Association(MWIA) legal opinion states that import/export are all or nothing provisions. Including reciprocity could put the Dickinson County Plan at risk.

Committee members expressed concern that addressing limitations on imports in the plan implied that out of county waste would be accepted at the Authority operated transfer station even though MDEQ states that the plan does not commit independent agencies from accepting waste.

It was noted that Menominee County stands to lose by not accepting the sand.

There was discussion that the Grede Foundries, on the optimal discussion that the Grede Foundries, on the optimal stands and e en through changing site oway not front a submediate fibancial horoship, it could create fatar. Found the constants of the constants of a constant and leaving cyclore them for the Authority was expressed.

Thus was tume additional discussion specificanty regarding disbilities under super fund laws and sand disposal options.

Moves by Terry Barnes, supported by Jack Bale, to accept the plan as whitten and to forward the plan to the County Board of Ionalessioners with a recommendation for approval. Ayes: Terry Barnes, Freek Smith, Tack Eale, budy Shampo, Bill Rabenberg, Dave Silmuttler, die Grang, Bill Marchetti. Nays: Darryl Wickman.

It has somented that the plan can be amended at any time prior to the next quiste, provided the committee follows the prescribed process.

Ine make meeting will be at the call of Chairman.

the Chaliman the opened the mosting to Citizer's Time. There as no participation.

All stores, Jim Urbany, supported by Lucy Shamps, to see any arm as (1003). All system

Edity 1. Raffin, P.E., Secretary

WRITTEN COMMENTS concerning DCSWM Authority Plan Update

1. The Contract with Great American Disposal to carry out the Plan was not produced. Therefore we have not idea of (1) the specifications of what GAD agrees to do under the present contract, (2) what additional actions GAD may be asked to perform when the Update goes into effect and the cost of these, and (3) what actions, requests, efforts the Authority intends to make of GAD to increase recycling activity and increase the proportion of waste which is recycled, and (4) what actions, requests, efforts the Authority intends for recycled materials and/or to expand the kinds of materials which can be recycled. This is important, given the emphasis placed on this part of the Plan Update in the CONCLUSIONS on page I-2.

2. The anticipated growth Database for Demographics [page II-7] apparently uses past rates of population growth to project growth into the future without any analysis of potential increases in growth rates based upon local factors, such as the explosive growth of some local industries (Cable Constructors for example) as the area's industrial base becomes more diverse, and upon statewide factors such as migration northward as traditionally north rural areas like Traverse City and Gaylord become urbanized. These factors suggest that population within the county will grow over the 5 and 10 year period of the Update art a greater rate, placing a larger demand on the Plan and using available Landfill capacity sooner than projected. Efforts to identify additional potential Landfill sites or strategies to reduce Landfill use are not described in this Plan Update.

3. No additional or more intensive plans to increase Resource Conservation, Reduce Waste, Increase Recycling are included. Ideally, we should be working toward reducing the amount of solid waste and landfill usage to a small proportion and increasing recycling and conservation efforts until most of the "waste materials" are recycled rather than dumped. The Update does not appear to contain any provisions for increasing recycling or for increasing educational efforts in these areas. See pages III-13-27. According to Table III-7, no new or additional plans are contained in this Update for increasing recycling efforts, scope, or education. Given limited Landfill capacities and shrinking resources, this Plan Update should contain some strategies for increasing these activities and efforts over the next 5 years.

4. Perhaps lake pollution by solid and hazardous wastes is not within DCSWM Authority's "jurisdiction", but this Plan Update does not contain any provisions for reducing lake pollution in the county. Pollution of the lakes by household waste and phosphates is destroying fish resources and other uses of the lakes by vegetation overgrowth and other pollution, but this Plan does not address these issues at all.

5. Although EPA reports show that private incineration of solid waste is not only a fire hazard but also a major source of carcinogens and other human health hazards. The Plan indicates that much of solid waste disposal is carried out by local municipalities and townships. The Plan Update does not address any strategies for either educating residents to improve private incinerators to reduce health and environmental hazards, or for exploring ways to eliminate dangerous incinerators and provide feasible alternatives.

6. Although use of Grants for increasing the effectiveness of this Plan Update is referred to See Goal 4, Objective 4d, page I-4 the Plan Update is without any specific strategies for pursuing EPA grants or grants from industry or foundations to address any of the needs of an effective solid waste management Plan.

Submitted by Sagola Township Board

LAW OFFICES

HONIGMAN MILLER SCHWARTZ AND COHN

2290 FIRST NATIONAL BUILDING 660 WOODWARD AVENUE DETROIT, MICHIGAN 48226-31 13 FAX (31.3) 465 8000

LANSING MICHIGAN

FAX (313) 465-7613 E-MAIL JM@nongman.com

JEFFREY L WOOLSTRUM

TELEPHONE (313) 465-7612

September 2, 1999

Ms. EdithK. Raffin Dickinson County Solid Waste Planning Committee P.O. Box 252 Iron Mountain, MI 49801

RE: Dickinson County Solid Waste Management Plot. Update

Dear Ms. Raffin:

We are attorneys representing the Michigan Was e It Justries Association ("MWIA"). MWIA is a Michigan nonprofit corporation representing approximately 50 individual Michiganbased solid waste companies, some of which operate within Dickinson County. MWIA submits the enclosed document ("Comments") for inclusion in the administrative record of public comments on Dickinson County's draft solid waste mana; emant plan update (the "Plan"). The Comments address MWIA's concerns with certain provisions that may be contained in the Plan that exceed Dickinson County's authority. Dickinson County noes not have unlimited authority to include provisions in a solid waste management plan. Rather, Dickinson County only has such powers that have been granted by the Michigan Legislature. Although the Legislature authorized Dickinson County to prepare a solid waste management play der Part 115 of the Natural Resources and Environmental Protection Act ("Pat 115"), Dickinson County may only include in the Plan those provisions that are expressly identified in Part 115 or the administrative rules promulgated by the Michigan Department of Environmen al Quality ("MDEQ") under Part 115 (the "Part 115 Rules"). The provisions discussed in the Comments are clearly not authorized under Part 115 or the Part 115 Rules.

To the extent the Plan contains any of the provisions discussed in the Comments, or incorporates such provisions into the Plan by reference to their documents, MWIA requests that Dickinson County either: (1) revise the Plan to eliminate the offending provisions; or (2) provide a written response to MWIA's concerns in the Plan's appendix, as required by Rule 711(g) of the Part 115 Rules, which sets forth the basis for retaining such provisions in the Plan. Feel free to call me with any questions regarding MWIA's Comments.

Sincerely. () evlat

ey L. Woolstrum

cc: Mr. Jim Sygo, Chief Waste Management Division, 'JDi Q Mr. Terry Guerin, President -- MWIA DET_B\183799.1

MICHIGAN WASTE INDUSTRIES ASSOCIATION GENERAL COMMENTS ON COUNTY SOLID WASTE MANAGEMENT PLAN UPDATES

Michigan Waste Industries Association ("MWIA") submits the following general comments on the contents of solid waste management plan updates that are currently being prepared by various counties under the authority of Part 115 of the Natural Resources and Environmental Protection Act ("Part 115") and the administrative rules promulgated thereunder (the "Part 115 Rules"). The discussion contained in this document is divided into two main sections. The first section discusses a county's limited authority to regulate matters in general, and the Legislature's narrow delegation of authority under Part 115 to include provisions in a solid waste management plan. In light of this narrow delegation of authority, the second section reviews eleven provisions that have appeared in one or more of the draft solid waste management plan updates. These eleven provisions generally relate to:

- disposal fees;
- disposal area operating criteria;
- mandated recycling;
- mandated data collection;
- preservation of more than 10 years of disposal capacity;
- disposal area volume caps;
- identification of specific disposal areas that may accept county waste;
- restrictions on special waste importation;
- enforcement activities by uncertified health departments;
- transporter licensing; and
- the severablity of unlawful plan provisions without a formal plan amendment.

MWIA contends that these provisions exceed the limited authority that has been delegated to the counties under Part 115. Further, because the Michigan Department of Environmental Quality ("MDEQ") can only approve or disapprove a county solid waste management plan without conditions, MWIA contends that MDEQ cannot approve a plan that contains one or more of these offending provisions.

I. PERMISSIBLE CONTENTS OF COUNTY SOLID WASTE MANAGEMENT PLANS

Although Part 115 authorizes counties, among other government entities, to prepare solid waste management plans, counties do not have carte blanch to include any provision related to solid waste in their plans. To the contrary, counties must work within the narrow confines of the Legislature's delegation of authority under Part 115. Thus, when reviewing a plan submitted by a county for final approval, MDEQ must *not* ask, "does Part 115 *prohibit* this particular provision." Rather, MDEQ must ask whether a specific section of Part 115 or the Part 115 Rules *clearly authorizes* each provision included in a solid waste management plan including each

provision incorporated by reference into the plan. If the answer to that question is not an unqualified "yes," MDEQ must deny approval of the plan.

A. COUNTIES ONLY POSSESS DELEGATED POWERS AND CANNOT REGULATE FOR THE HEALTH AND SAFETY OF THEIR RESIDENTS

MWIA's comments on the contents of solid waste management plans are rooted in the fact that Michigan counties have delegated powers only and do not have any inherent power to regulate for purposes of the public's health, safety and general welfare. A "county has only such powers as have been granted to it by the Constitution or the state Legislature." Alan v. Wayne Co., 388 Mich. 210, 245 (1972); Berrien Co. Probate Judges v. Michigan Am. Fed'n of State, Co. & Mun. Employees Council 25, 217 Mich. App. 205 (1996). Where counties have been clearly delegated such powers, the Michigan Constitution provides that the powers "shall be liberally construed in [the counties'] favor" and that "[p]owers granted to counties ... shall include those fairly implied and not prohibited by this constitution." Const. 1963, art. VII, § 34. This constitutionally imposed rule of interpretation, however, is not an independent grant of authority. "As these provisions are not self-executing, the rights which they bestow and the duties which they impose may not be enforced without the aid of legislative enactment." County Comm'r of Oakland Co. v. Oakland Co. Executive, 98 Mich. App. 639, 646 (1980). Thus, counties have no inherent authority to include provisions in solid waste management plans without clear authorization by Legislature under Part 115.

The Office of the Attorney General ("AG") has consistently opined that counties are without authority to regulate matters that have not been clearly delegated by the Legislature. For example, the AG most recently opined that a non-charter county does not have authority to regulate the emissions from a municipal waste incinerator. OAG, 1998, No. 6,992 (Aug. 13, 1998). In that opinion, the AG first noted that townships, cities and villages have been granted authority by the Michigan Legislature to adopt ordinances for the purpose of protecting the public's health, safety and general welfare. Therefore, the AG opined that a township, city or village may adopt an air pollution control ordinance, provided that it is reasonably related to this purpose. For counties, however, the AG noted that, while chartered counties are expressly authorized by statute to adopt ordinances to abate air pollution, the Legislature "has not seen fit to grant this power to noncharter counties." Id., slip op. p. 3 (emphasis added). The AG concluded that a "noncharter county is thus not authorized to adopt an air pollution ordinance." Id; see also, OAG, 1969-1970, No. 4,696, p. 197 (Nov. 25, 1970) (county could not adopt air pollution control ordinance because no Michigan statute authorized a non-chartered county to abate air pollution and county ordinance would interfere with local affairs of villages and townships). This opinion is particularly significant with respect to solid waste management plans prepared under Part 115 because a municipal waste incinerator is a disposal area that must-be-consistent with such a plan. See M.C.L. § 324.11529(4).

Other AG opinions express a similar narrow view of a county's authority to regulate in the absence of clear enabling legislation. In OAG, 1989-1990, No. 6,665, p. 401 (Nov. 15, 1990), the AG opined that counties lacked the general authority to regulate the location of cigarette vending machines because such a county ordinance would interfere with the authority of the villages and townships to regulate such matters. In OAG, 1979-1980, No. 5,617, p. 526 (Dec. 28, 1979), the AG opined that a county could not adopt the Michigan Vehicle Code as

an ordinance because "[t]he adoption of the motor vehicle code by a county would not be consistent with the legislative intention [to grant certain exclusive powers to the county road commission], would have the effect of contravening the general laws of the state, and of extending or increasing the powers or jurisdiction of a county board of commissioners." In OAG, 1977-1978, No. 5,341, p. 556 (July 31, 1978), the AG opined that a county had no authority to operate a spay and neuter clinic for dogs and cats because "[n]o provision of the [Michigan Dog Law] specifically or impliedly authorizes a county to establish and maintain a spay and neuter clinic and cats are not mentioned in either the title or body of the act." In OAG, 1977-1978, No. 5,304, p. 427 (April 27, 1978), the AG opined that a county board of commissioners could not establish a county police or security force because "the delegation of law enforcement responsibilities to any entity other than the sheriff would contravene general state laws [and] would tend to increase the powers, duties and jurisdiction of the county board of commissioners by transferring a measure of the sheriff's authority to an organization responsible to the board and not to the sheriff." Finally, in OAG, 1971-1972, No. 4,741, p. 82 (April 13, 1972), the AG opined that a county was without authority to adopt an ordinance banning the discharge of firearms in the county because there was "no express or implied power in the county which would support the adoption of [such] an ordinance."

B. PART 115 ESTABLISHES THE SPECIFIC CONTENTS OF A SOLID WASTE MANAGEMENT PLAN AND COUNTIES CANNOT INCLUDE EXTRANEOUS PROVISIONS THAT WOULD EXPAND THEIR LIMITED DELEGATION OF AUTHORITY.

The contents of a solid waste management plan are limited to the provisions that are authorized in Part 115 and the Part 115 Rules, which are summarized below. A solid waste management plan must "encompass all municipalities within the county" and "take into consideration solid waste management plans in contiguous counties and existing local approved solid waste management plans as they relate to the county's needs." M.C.L. § 324.11533(2). A solid waste management plan must contain an evaluation of the "best available information" regarding recyclable materials within the planning area, including an evaluation of how the planning entity is meeting the state's waste reduction and recycling goals, and, based on that analysis, either provide for recycling and composting of such materials or establish that recycling and composting are not necessary or feasible or is only necessary or feasible to a limited extent. M.C.L. § 324.11539(1)(a), (b) and (d). If the solid waste management plan proposes a recycling or composting program, the plan must contain details of the major features of that program, including ordinances or other measures that will ensure collection of the material; however, as discussed below, Part 115 does not operate as enabling legislation for such ordinances. M.C.L. § 324.11539(1)(c). A solid waste management plan must "identify specific sites for solid waste disposal areas for a 5-year period after approval of a plan or plan update," and either identify specific sites for disposal areas for the remaining portion of the ten-year planning period, or include a process to annually certify the remaining solid waste disposal capacity available to the plan area and an interim siting mechanism¹ that becomes operative when the annual certification

¹"An interim siting mechanism shall include both a process and a set of minimum siting criteria, both of which are not subject to interpretation or discretionary acts by the planning entity,

indicates that the available capacity is less than 66 months. M.C.L. § 324.11538(2). The solid waste management plan must "explicitly authorize" another county, state, or country to export solid waste into the county. M.C.L. § 324.11538(6).² In addition, "[w]ith regard to intercounty service within Michigan, the service must also be explicitly authorized in the exporting county's solid waste management plan." *Id.*

In addition to the plan content requirements expressly contained in Part 115, Section 11538(1) authorizes MDEQ to promulgate rules "for the development, form, and submission of initial solid waste management plans." M.C.L. § 324.11538(1). Part 115 directs MDEQ to provide for the following in its administrative rules regarding solid waste management plans:

(a) The establishment of goals and objectives for prevention of adverse effects on the public health and on the environment resulting from improper solid waste collection, processing, or disposal including protection of surface and groundwater quality, air quality, and the land.

(b) An evaluation of waste problems by type and volume, including residential and commercial solid waste, hazardous waste, industrial sludges, pretreatment residues, municipal sewage sludge, air pollution control residue, and other wastes from industrial or municipal sources.

(c) An evaluation and selection of technically and economically feasible solid waste management options, which may include sanitary landfill, resource recovery systems, resource conservation, or a combination of options.

(d) An inventory and description of all existing facilities where solid waste is being treated, processed, or disposed of, including a summary of the deficiencies, if any, of the facilities in meeting current solid waste management needs.

(e) The encouragement and documentation as part of the plan, of all opportunities for participation and involvement of the public, all affected agencies and parties, and the private sector.

and which if met by an applicant submitting a disposal area proposal, will guarantee a finding of consistency with the plan." M.C.L. § 324.11538(3).

²See also, M.C.L. § 324.11513; Mich. Admin. Code r. 299.4711(e)(iii)(C). In Fort Gratiot Sanitary Landfill, Inc. v. Department of Natural Resources, 504 U.S. 353 (1992), the United States Supreme Court invalidated Part 115's flow control provisions to the extent they regulated the interstate flow of solid waste because such regulation violated the Commerce Clause of the United States States Constitution.

(f) That the plan contain enforceable mechanisms for implementing the plan, including identification of the municipalities within the county responsible for the enforcement. This subdivision does not preclude the private sector's participation in providing solid waste management services consistent with the county plan.

(g) Current and projected population densities of each county and identification of population centers and centers of solid waste generation, including industrial wastes.

(h) That the plan area has, and will have during the plan period, access to a sufficient amount of available and suitable land, accessible to transportation media, to accommodate the development and operation of solid waste disposal areas, or resource recovery facilities provided for in the plan.

(i) That the solid waste disposal areas or resource recovery facilities provided for in the plan are capable of being developed and operated in compliance with state law and rules of the department pertaining to protection of the public health and the environment, considering the available land in the plan area, and the technical feasibility of, and economic costs associated with, the facilities.

(j) A timetable or schedule for implementing the county solid waste management plan.

M.C.L. § 324.11538(1)(a)-(j). MDEQ has promulgated such rules in Part 7 of the Part 115 Rules. Mich. Admin. Code r. 299.4701 et seq.

Rule 711 of the Part 115 Rules sets forth the general structure and the required contents of a county solid waste management plan. "To comply with the requirements of [Part 115,] ... county solid waste management plans shall be in compliance with the following general format": (i) executive summary;³ (ii) introduction;⁴ (iii) data base;⁵ (iv) solid waste management system

⁵The data base must include: (i) an inventory and description of the existing facilities serving the county's solid waste disposal needs; (ii) an evaluation of existing problems related to solid waste collection, management, processing, treatment, transportation, and disposal, by type and volume of solid waste; (iii) the current and projected population densities, centers of population, and centers of waste generation for five- and twenty-year periods; and (iv) the current and projected land

³The executive summary must include an overview of the plan, the conclusions reached in the plan and the selected solid waste disposal alternatives. Mich. Admin. Code r. 299.4711(a).

⁴The introduction must establish the plan's goals and objectives for protecting the public health and the environment by properly collecting, transporting, processing, or disposing of solid waste, and by reducing the volume of the solid waste stream through resource recovery, including source reduction and source separation. Mich. Admin. Code r. 299.4711(b).

alternatives; (v) plan selection; (vi) management component; and (vii) documentation of public participation in the preparation of the plan.⁶ Mich. Admin. Code r. 299.4711(a)-(d). Under this general format, the operative portions of a solid waste management plan are contained in the solid waste management system alternatives, plan selection, and management component elements of the plan. The required contents of these three elements are discussed below.

First, each s did waste management system alternative developed in the plan must address the existing problems identified in the plan's data base related to solid waste collection, management, processing, treatment, transportation, and disposal and must address the following components: (i) remource conservation and recovery, including source reduction, source separation, energy salengs, and markets for reusable materials; (ii) solid waste volume reduction; (iii) solid waste collection and transportation; (iv) sanitary landfills; (v) ultimate uses for disposal areas following final closure; and (vi) institutional arrangements, such as agreements or other organizational arranetments or structures, that will provide for the necessary solid waste collection, transportation, processing and disposal systems. Mich. Admin. Code r. 299.4711(d)(i)(A)-(H) In addition, the plan must evaluate public health, economic,⁷ environmental, siting and energy impacts associated with each alternative. Mich. Admin. Code r. 299.4711(d)(i).

Second, the i in must select the preferred solid waste management system alternative developed and evaluated in the plan. The selection must be based on "fain evaluation and ranking of proposed sternative systems" using factors that include: (i) technical and economic feasibility; (ii) acces to necessary land and transportation networks; (iii) effects on energy usage, including the inpacts of energy shortages; (iv) environmental impacts; and (v) public acceptability Mich. dmin. Code r. 299.4711(e)(i)(A)-(G). The basis for the selection must be set forth in the plan, cluding a summary of the evaluation and ranking system. Mich. Admin. Code r. 299.4711(e)(i)(A). The plan must state the advantages and disadvantages of the selected alternative based on the following factors: (i) public health; (ii) economics; (iii) environmental effects; (iv) energy use; and (v) disposal area siting problems. Mich. Admin. Code r. 299.4711(e)(ii)(B)(1) (5). The selected alternative must "be capable of being developed and operated in compliant is with state laws and rules of the Department pertaining to the protection of the public health ad environment," include a timetable for implementing the plan, and be "consistent with an' utilize population, waste generation, and other [available] planning information." Mich. dmin. Code r. 299.4711(e)(ii)(C)-(E). With respect to disposal areas, the selected alternative i ast "identify specific sites for solid waste disposal areas" for a five-year

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development patterns and environmental conditions as related to solid waste management systems for five and twenty- $y_c < periods$. Mich. Admin. Code r. 299.4711(c)(i)-(iv).

⁶The public poincipation in the preparation of the solid waste management plan must be documented by including in an appendix to the plan a record of attendance at the public hearing and the planning agency' responses to citizens' concerns and questions. Mich. Admin. Colle r. 299.4711(g).

⁷The evaluation of the economic impacts must include an estimate of the capital, operational, and mattenance costs for each alternative system. Mich. Admin. Code r. 299.4711(d)(ii).

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period following MDEQ approval of the plan and, "[i]f specific sites cannot be identified for the remainder of the 20-year period, the selected alternative shall include specific criteria that guarantee the siting of necessary solid waste disposal areas for the 20-year period subsequent to plan approval." Mich. Admin. Code r. 299.4711(e)(iii)(A), (B). As of June 9, 1994, however, "a county that has a solid waste management plan that provides for siting of disposal areas to fulfill a 20-year capacity need through use of a siting mechanism, is only required to use its siting mechanisms to site capacity to meet a 10-year capacity need." M.C.L. § 324.11537a.

Third, the "management component" element of a solid waste management plan must "identif[y] management responsibilities and institutional arrangements necessary for the implementation of technical alternatives." Mich. Admin. Code r. 299.4711(f). The management component must contain the following: (i) "[a]n identification of the existing structure of persons, municipalities, counties, and state and federal agencies responsible for solid waste management, including planning, implementation, and enforcement"; (ii) an assessment of such persons' and governmental entities' technical, administrative, financial and legal capabilities to fulfill their responsibilities under the plan; (iii) "[a]n identification of gaps and problem areas in the existing management system which must be addressed to permit implementation of the plan"; and (iv) a "recommended management system for plan implementation."⁸ Mich. Admin. Code r. 299.4711(f)(i)-(iii).

Solid waste management plans that contain provisions that have not been clearly authorized under the specific sections of Part 115 and the Part 115 Rules discussed above are unlawful. A plan containing such unlawful provisions cannot be approved by MDEQ.

II. MWIA'S COMMENTS ON COUNTY PLAN PROVISIONS

With the foregoing limitations on the specific contents of a solid waste management plan in mind, MWIA contends that the following provisions that are either contained expressly in a solid waste management plan, or that are contained elsewhere (*e.g.* ordinances, regulations or resolutions) but are incorporated by reference into a solid waste management plan, clearly exceed a county's authority under Part 115:

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⁸The recommended management system must: (i) identify specific persons and governmental entities that are responsible for implementing and enforcing the plan, including the legal, technical, and financial capability of such persons and entities to fulfill their responsibilities; (ii) contain a process for "ensuring the ongoing involvement of and consultation with the regional solid waste management planning agency," and for "ensuring coordination with other related plans and programs within the planning area, including, but not limited to, land use plans, water quality plans, and air quality plans"; (iii) identify "necessary training and educational programs, including public education"; (iv) contain a "strategy for plan implementation, including the acceptance of responsibilities from all entities assigned a role within the management system", and (v) identify "funding sources for entities assigned responsibilities under the plan." Mich. Admin. Code r. 299.4711(f)(iii)(A)-(F).

<u>DISPOSAL FEES</u>

Nothing in the Part 115 or Part 115 Rule provisions discussed above authorizes a county to *require* the payment or collection of fees as part of a solid waste management plan. At most, Rule 711(f)(iii)(F) authorizes the "management component" of a plan to "*recommend*" a "financial program that identifies funding sources." Mich. Admin. Code r. 299.4711(f)(iii)(F). The underlying authority for such a funding program, however, cannot arise from the plan itself and must be found in some other enabling legislation.

Although the Michigan Court of Appeals has recently held that that Section 11520(1) of Part 115 authorized Saginaw County to adopt an ordinance that imposes a surcharge on the disposal of solid waste within the county, the court did not hold that such an ordinance may be included in a solid waste management plan or that a solid waste management plan may operate as the underlying authority for such a fee. *County of Saginaw v. Peoples Garbage Disposal, Inc.*, 232 Mich. App. 202 (1998). Indeed, the ordinance at issue in *County of Saginaw* was merely mentioned in the plan as a possible source of revenue and was adopted *after* MDEQ had approved the Saginaw County Solid Waste Management Plan. This distinction is significant because a disposal area that operates "contrary" to an approved solid waste management plan may be subject to an enforcement action under Part 115, which may include a cease and desist order. M.C.L. § 324,11519(2). Clearly, nothing in Part 115 indicates that a disposal area could be ordered to cease operations merely because it failed to pay a fee imposed by a local ordinance.

Moreover, the holding in *County of Saginaw* is inapplicable to counties that do not have certified health departments under Part 115. Section 11520(1) of Part 115, which the court relied upon for its holding, provides:

Fees collected by a *health officer* under this part shall be deposited with the city or county treasurer, who shall keep the deposits in a special fund designated for use in implementing this part. If there is an ordinance or charter provision that prohibits a health officer from maintaining a special fund, the fees shall be deposited and used in accordance with the ordinance or charter provision. Fees collected by the department under this part shall be credited to the general fund of the state.

M.C.L. § 324.11520(1) (emphasis added). A health officer is expressly defined as in Part 115 as "a full-time administrative officer of a certified city, county or district department of health." M.C.L. § 324.11504(1) (emphasis added). A certified department of health must be "specifically delegated authority by [MDEQ] to perform designated activities prescribed by [Part 115]." M.C.L. § 324.11502(5). Part 2 (Certification of Local Health Departments) of the Part 115 Rules sets forth the specific requirements that a county health department must meet in order to become certified. Mich. Admin. Code r. 299.4201 et seq. Part 115 contains absolutely no authority for the collection of fees by a county that does not have a certified health department.

Further, even if Part 115 did authorize the inclusion of a fee provision in the solid waste management plan of a county with a certified health department (which it does not), MDEQ is prohibited from approving such a plan if the fee is really a disguised tax that violates the Headlee Amendment to the Michigan Constitution, which prohibits local units of government from imposing new taxes without voter approval. Mich. Const. art. 9, § 31; See Bolt v City of

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Lansing, 459 Mich. 152 (1998) (storm water fee invalidated under Headlee Amendment as disguised tax). MDEQ's act of approving a solid waste management plan is not merely a rubber stamp of a county's independent act. Rather, MDEQ's approval is the final step in establishing a statewide "cohesive scheme of uniform controls" over the disposal of solid waste. Southeastern Oakland Co. Incinerator Auth. v. Avon Twp., 144 Mich. 39, 44 (1986). By approving a solid waste management plan, MDEQ incorporates that plan into the State solid waste management plan, M.C.L. § 324.11544(1), and, thereafter, a person may not "establish a disposal area" or "conduct, manage, maintain, or operate" a disposal area "contrary" to that approved plan. M.C.L. §§ 324.11509(1), .11512(2). Accordingly, MDEQ could not approve a solid waste management plan that imposes a fee on the disposal of solid waste *unless* MDEQ can demonstrate that the amount of any fee imposed will be reasonable related to the services provided to the persons paying the fee, and that the fee will not otherwise constitute a tax that requires voter approval.

MWIA also believes that, because the decision in County of Saginaw has been appealed to the Michigan Supreme Court, MDEQ should use its discretion and refrain from approving county solid waste management plans that contain fee provisions until this issue has been fully resolved. In this regard, MWIA notes that the appeals court's analysis of Section 11520(1) is clearly erroneous because it failed to consider the history and development of Part 115. Section 11520(1) was originally enacted as Section 18 of 1978 PA 641. M.C.L. § 299.418 (repealed, now Section 11520(1) of Part 115). In 1978, the only fees expressly contemplated in Act 641 were nominal disposal area operating license and construction permit application fees, which ranged between \$100 and \$700. Further, the language of Section 18 of Act 641 was nearly identical to Section 3(3) of the Garbage and Rubbish Disposal Act of 1965, which imposed similar nominal application fees and imposed very few obligations on counties with respect to the solid waste disposal. M.C.L. § 325.293(3) (repealed by Act 641). The Legislature's intent with respect to Section 11520(1) was to allow certified county health departments to retain and use these application fees solely for the purpose of processing the applications. The Legislature clearly did not intend for Section 11520(1) to operate as enabling legislation for counties to impose fees on the disposal of solid waste in order to fund an extensive county solid waste or recycling program.⁹ Accordingly, the appeals court's interpretation of Part 115 will likely be overturned.

OPERATING CRITERIA

A solid waste management plan may not contain disposal area operating criteria. Nothing in Part 115 or the Part 115 Rule provisions discussed above authorizes a solid waste management plan to regulate the day-to-day operations of a disposal area. To the contrary, Part 115 provides MDEQ with exclusive authority to regulate disposal area operation. Further, Michigan Appellate Court decisions have unanimously interpreted Part 115 as preempting all local regulation of disposal area operation. County of Saginaw v Peoples Garbage Disposal, Inc., 232 Mich. App. 202 (1998); Southeastern Oakland County Incineration Authority v Avon Township, 144 Mich. App. 39 (1985); Weber v. Orion Twp. Bldg. Inspector, 149 Mich. App. 660

⁹ It is also noteworthy that, for the last three years, bills that would authorize countyimposed fees have been proposed in the Michigan Legislature.

(1986) ("all local regulations concerning the operation of a landfill are preempted"); *Dafter Township v. Reid*, 159 Mich. App. 149 (1987). Thus, d sposal area operating criteria are not appropriate for a solid waste management plan.

MANDATED RECYCLING

A solid waste management plan may not mandate quota on the volume of solid waste that is recycled within the planning area. Nothing in Pain 15 or the Part 115 Rule provisions discussed above authorizes a county or any another plan g agency to mandate such a quota system. Rather, Part 115 only authorizes a county to "propose a recycling or composting program" in a county plan. M.C.L. § 324.11539(1)(b). Such a program may only set recycling goals, rather than require absolute volume reductions. M.C.L. § 324.11539(1)(d). Further, a program that prohibits a disposal area from accepting a particular type of solid waste, such as waste that could be recycled, would directly conflict with Section 1516(5) of Part 115, which states that "[i]ssuance of an operating license by [MDEQ] authorizes the licensee to accept waste for disposal." M.C.L. § 324.11533(1), .11516(5) (emphasis added). Thus, any recycling program may, at most, be referenced as a goal.

MANDATED DATA COLLECTION

A solid waste management plan may not require the owner or operator of a disposal area to collect and report data concerning the volume of solid waste that is recycled or disposed of. Nothing in Part 115 or the Part 115 Rule provisions discussed above authorizes a county to impose such an on-going duty on disposal area owners and operators. Rather, Part 115 only requires that, at the time a plan is prepared, a county avaluate "how the planning entity is meeting the state's waste reduction goals." M.C.L. § 524.11539(1)(d).¹⁰ Further, Part 115 expressly delegates the authority to impose such data-coll setion duties solely to MDEQ and not to the counties. M.C.L. § 324.11507a. Thus, data coll attion requirements imposed in a solid waste management plan exceed the authority delegated under Part 115.

<u>PRESERVATION OF MORE THAN 10 YEARS > F CAPACITY</u>

A solid waste management plan should provide i r the free flow of solid waste to the extent the plan otherwise demonstrates 10 years of disposal capacity. A county has no duty or obligation under Part 115 to demonstrate more than 10 ears of disposal capacity. M.C.L. § 324.11538(2). Therefore, a county has no legitimate interest in preserving additional disposal capacity by restricting or prohibiting the importation of out-of-county waste. While the preservation of disposal capacity beyond the legitimate ne ds of a county may ultimately benefit county residents, the cost of providing that benefit is imposed solely on the disposal area owners and operators doing business within the county. Such a restriction on the use of a disposal area's air space constitutes a taking without compensation that violates the federal and Michigan constitutions.

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¹⁰ A bill that would au horize such mandated data officient regarding recycled material was proposed in the Michigan Legislature last year.

VOLUME RESTRICTIONS

A solid waste management plan cannot restrict the volume of solid waste that may be accepted for disposal at a disposal area during any given time period. Such a restriction is not authorized by that Part 115 Part 115 Rule provisions discussed above and directly conflicts with Section 11516(5) of Part 115, which states that "[i]ssuance of an operating license by [MDEQ] authorizes the licensee to accept waste for disposal," without limitation. M.C.L. §§ 324.11533(1), .11516(5) (emphasis added). Such a volume cap would also constitute local regulation of disposal area operating criteria, which, as discussed above, is preempted by Part 115. Southeastern Oakland County Incineration Authority v. Avon Township, 144 Mich. App. 39 (1985); Weber v. Orion Twp. Bldg. Inspector, 149 Mich. App. 660 (1986) ("all local regulations concerning the operation of a landfill are preempted"); Dafter Township v. Reid, 159 Mich. App. 149 (1987). Moreover, such a restriction is an unconstitutional taking of property because it temporarily prevents the use of air space at the disposal area without compensating the owner or operator.

IDENTIFICATION OF SPECIFIC DISPOSAL AREAS

While a solid waste management plan may identify specific disposal areas that are available and willing to accept a county's waste in order to demonstrate that a county has 10 years of disposal capacity and that the plan does not require an interim siting mechanism under Section 11538(2) of Part 115, nothing in Part 115 authorizes a county to restrict the disposal of its solid waste to those specifically identified facilities. Rather, Sections 11513 and 11538(6) of Part 115 require that a plan authorize the "acceptance" of out-of-county waste and the disposal "service" provided either by or for another Michigan county; however, these sections do not require that such acceptance or service be limited to specifically identified disposal areas. M.C.L. §§ 324.11513, .11538(6). At most, a solid waste management plan may limit the disposal of a county's solid waste to specific *counties* that are explicitly authorized in the plan to accept the waste and to serve the county's disposal needs. Furthermore, to the extent that Rule 711(e)(iii)(C) of the Part 115 Rules can be interpreted as requiring the identification of specific disposal areas in solid waste management plans, MWIA contends that such a requirement exceeds MDEQ's authority under Part 115 and is unenforceable.

RESTRICTIONS ON SPECIAL WASTE

A solid waste management plan may not restrict the importation of specific types of solid waste. With the possible exception of municipal solid waste incinerator ash, nothing in Part 115 authorizes a solid waste management plan to distinguish between different types of solid waste. See M.C.L. §§ 324.11513, 11538(6). Therefore, to the extent a solid waste management plan authorizes solid waste to be imported from or exported to other counties, such authorization must extend to all forms of solid waste, as that term is defined in Part 115.

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ENFORCEMENT BY I NCERTIFIED HEALTH DEPARTMENT

Fart 115 and the Part 115 Rules only grant enforcement powers to county health departments that have been corrected by MDEQ. For example, Part 115 expressly provides that a health officer of a certified health department may inspect a licensed disposal area at any reasonable time and may issue a cease and desist order, establish a schedule of closure or remedial action, or enter into a consent agreement with an owner or operator of a disposal area that violates the provisions of Part 115 or the Part 115 Rules. M.C.L. § 324.11516(3); Mich. Admin. Code r. 299.4203. In addition, a health officer of a certified health department may inspect a solid waste transporting unit that is being used to transport solid waste along a public road or is being used for the overnight storage of solid waste and may order the unit out of service if it does not comply with the requirements of Part 115 or the Part 115 Rules. M.C.L. §§ 324.11525, .11528(3); Mich. Admin. Code r. 299.4205. None of these enforcement and inspection powers, however, has been delegated to a county that does not have a certified health department. Therefore, to the evient a county does not have a certified health department, any enforcement and inspection provisions contained in a solid waste management plan are unlawful.

It should also be noted that several counties without certified health departments are attempting incorporating ordinances into their solid waste management plans under the guise of "enforceable mechanisms," which regulate matters that have been delegated solely to a counties that have certified health deparaments. For example, at least one such ordinance includes a provision that would authorize : county without a certified health department to issue a "stop order" that prohibits the operation of a disposal area in violation of any provision of the ordinance. As discussed above, this authority has been delegated solely to counties with certified health departments. M.C.L. (224.11516(3). Further, such a "stop order" would operate as a suspension of a license issued ler Part 115 without any of the procedural protections provided under the Michigan Administra re Procedures Act. M.C.L. § 24.101 et seq.

the extent the plan incorporate that it does not "valid ate or inv solid waste collection and disp. intended that Part 115 would no. mechanisms. Such authority, the

It should also be noted that, although a solid waste management plan must include a "program and process" to assur that solid waste is properly collected and disposed of, Part 115's planning provisions are not enabling legislation for county ordinances. M.C.L. § 324.11533(1). The "program and process" in fided in a solid waste man gement plan is only "enforceable" to enforceable mechanisms" hat are specifically authorized under enabling statutes other than 1 ± 115. M.C.L. § 324.11 38(1)(f). Although the Legislature contemplated that "enforceable mechanisms" may include a dinames,¹¹ Part 115 expressly states fate an ordinance adopted y a county" for purposes of assuring 1. M.C.L. § 324.11531(2) Thus, it is clear that the Legislature perate as enabling legislatic : for the adoption of such enforceable any, must be specifically delegated to counties in some other enabling legislation. Accordinate, to the extent a solid watte numagement plan incorporates a county ordinance the provides enforcement powers to a county, DIDEQ may not approve such a

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¹¹Part 115 defines the term "enforceable mechanis: " as "a legal method whereby the state, a county, a municipality, or a person is authorize to take legal action to guarantee compliance with an approved county solid waste management plan. Enforceable mechanisms include contracts, intergovernmental agreements, laws, ordinances, rules and regulations." M.C.L. § 324.11503(5).

plan until MDEQ has reviewed each provision of that ordinance and determined that it has been authorized by some enabling legislation and does not exceed a county's delegated authority under that legislation.

TRANSPORTER LICENSING

A solid waste management plan may not impose a licensing requirement on solid waste transporting units. Nothing in the Part 115 or Part 115 Rule provisions discussed above authorizes a county to implement such a licensing program. Rather, Part 115 imposes certain minimum requirements on solid waste transporting units. See M.C.L. § 324,11528(1); Mich. Admin. Code r. 299.4601(1). While MDEO, a health officer of a certified health department, or a law enforcement officer may order a solid waste transporting unit out of service if it does not comply with these minimum requirements. Part 115 is expressly "intended to encourage the continuation of the private sector in the solid waste . . . transportation business when in compliance with the minimum requirements of this part." M.C.L. §§ 324.11528(3), .11548(2) (emphasis added). Moreover, as discussed in the previous section, Part 115's planning provisions do not operate as enabling legislation for counties to adopt ordinances regulating the transportation of solid waste. It should be noted that the Legislature repealed Part 115's licensing requirement for solid waste transporting units in 1979. See 1979 Public Act 10. Therefore, licensing requirements applicable to solid waste transporting units exceed a county's authority and a solid waste management plan containing such requirements (or incorporating an ordinance containing such requirements) may not be approved by MDEQ.

SERVERABILITY CLAUSE

The provisions of a solid waste management plan are not severable. Part 115 does not authorize such piecemeal revisions to a solid waste management plan without following the specific plan amendment procedures set forth in Part 115 and the Part 115 Rules. *Michigan Waste Systems, Inc. v. Department of Natural Resources,* 157 Mich. App. 746 (1987). Rather, an amendment to a solid waste management plan to remove an unlawful provision must proceed through a specific five-step approval process. M.C.L § 324.11535; Mich. Admin. Code r. 299.4708, .4709. To the extent any portion of a plan is declared unlawful or invalid and the county does not properly amend its plan to remove the offending provision, MDEQ must withdraw its approval of the entire plan and establish a sch dule for the county to amend the plan in order to comply with Part 115. M.C.L. § 324.11537(2). Therefore, counties and MDEQ should make every effort at this time to ensure that each pl. n fully complies with Part 115.

DET_B\172131.1

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mation call t 774-1317.



ITH BARNEY

Hective as of 11/9/99 and are subject to emain on deposit in the same CD; interest urity FDIC insurance covers a maximum tion (principal and interest combined) in 00 Although we are not required to do so, that CD holders can sell their CDs prior to in may be less that the principal amount

omon Smith Barney Inc PC Ameri nerot citigroupT

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DOGS IN

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from 12:30 p.m. unough 5:50 p.m.

Any taxpayer wishing to make a formal appearance before the Board of Review should obtain an objection form from the town clerk and make an appointment to appear. Also, any taxpayer planning to make a formal appearance before the Board of Review should make an appointment to meet the assessor before November 18.

To make an appointment and obtain an objection form, call the town clerk at (715) 528-3595 or stop at the town office located in the Florence Community Center Building.

> Judith Gehlhoff Clerk/Treasurer, Town of Florence

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PUBLIC NOTICE // -9-99 REVIEW OF DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

The draft Dickinson County Solid Waste Management Plan has been prepared by the Dickinson County Solid Waste Management Planning Committee. The plan outlines the selected solid waste management system for Dickinson County and identifies who is responsible for various activities regarding solid waste management. The Committee established a local review period beginning March 16, 1999.

A public hearing is scheduled for Thursday, December 9, 1999 at the Dickinson County Courthouse at 6:30 p.m. to receive additional comments. The public may submit comments on the plan to the Solid Waste Management Planning Committee, P.O. Box 252, Iron Mountain, MI, until December 9, 1999. Copies of the Plan are available for public review at the Dickinson County Solid Waste Processing Facility, N2500 Baler Drive, Quinnesec, MI and at the Dickinson County Courthouse, 705 S. Stephenson Ave., Iron Mountain, MI. Oral or written comments on the Plan are encouraged. Immediately following the public hearing, the Solid Waste Management Planning Commission will meet to review the comments and take appropriate action. om the state lott.,, rimutuel betting pays

lature passed the bill e lottery credits after sidents authorized the itewide referendum in

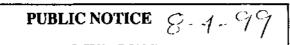
itutional amendment ifter a judge in Madit the 1987 law requirprofits go for propero only Wisconsin resiconstitutional.

OORS NEWS CAN USE! AILS & TALES AT. 7AM 1450 WMIQ!



garage. The Road Commission site also may have contaminants from previous building occupants, including a 19th century tannery.

decided that making the converse high quality and championshy adiber would make it a magnet for golfers throughout the area.



PUBLIC HEARING ON DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN

The draft Dickinson County Solid Waste Management Plan Update has been prepared by the Dickinson County Solid Waste Management Planning Committee. The plan outlines the selected solid waste management system for Dickinson County and identifies who is responsible for various activities regarding solid waste management. The committee has established a local review period beginning on March 16, 1999 for public comments on the plan.

A public hearing is scheduled for Thursday, September 9, 1999 at the Dickinson County Courthouse at 6:30 PM to receive additional comments. The public may submit comments on the plan to the Solid Waste Management Planning Committee, P.O. Box 252, Iron Mountain, MI until September 8, 1999. Copies of the Plan are available for public review at the Dickinson County Solid Waste Processing Facility, N2500 Baler Drive, Quinnesec, MI, and at the Dickinson County Courthouse, 705 S. Stephenson Ave., Iron Mountain, MI. Oral or written comments on the Plan are encouraged. Immediately following the public hearing, the Solid Waste Management Planning Committee will meet to review the comments and take appropriate action on approving the plan.

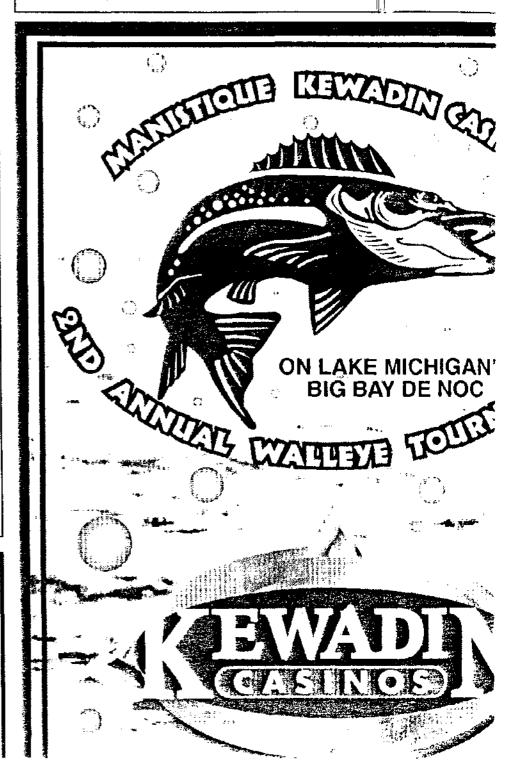


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APPROVING

COUNTY SOLID WASTE PLAN UPDATE

BE IT RESOLVED that _____

City of Iron Mountain

_ approves

(Name of Local Unit)

The Dickinson County Solid Waste Management Plan Update.

Adopted on: February 7, 2000

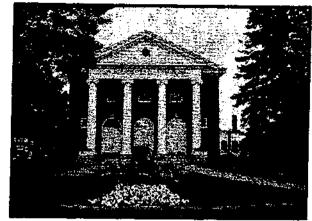
(Date)

Jas Jan Hagen

Return to Edith K. Raffin, P.E. Administrator Dickinson County Solid Waste Management Authority P.O. Box 252 Iron Mountain, Mi 49801

- ----

THE PROGRESSIVE CITY



Phone: (906) 774-3526

CITY OF KINGSFORD P.O Box 3535 305 S. Carpenter Ave. Kingsford, MI 49802

Fax: (906) 774-7093

February 9, 2000

Ms. Edith K. Raffin, P.E. Administrator Dickinson County Solid Waste Management Authority P.O. Box 252 Iron Mountain, MI 49801

Dear Ms. Raffin:

On February 7, 2000, the Kingsford City Council voted to <u>not</u> approve the final draft of the five-year update of the Dickinson County Solid Waste Management Plan, as submitted. The primary reason for the Council's disapproval was that there was no significant effort made to accommodate the request by Grede Foundry, Inc. to modify the language in the plan in order to assure that Grede would be able to continue disposing of their waste sand in Menominee County.

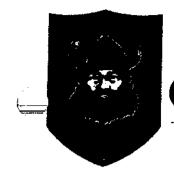
If you have any questions in this regard, please contact me.

Sincerely,

Wilkman

Darryl K. Wickman City Manager/Clerk

CC: Ron Olson, Grede Foundry



CITY OF NORWAY 906 563-9961 906 563-9961 906 563-9961 906 563-9961 906 563-9961 906 563-9961 906 563-9961 906 563-9961

P.O. Box 99 • 915 Main Street • Norway, Michigan 49870-0099

RESOLUTION

<u>APPROVING</u>

COUNTY SOLID WASTE PLAN UPDATE

BE IT FURTHER RESOLVED that the City Council of the City of Norway approves The Dickinson County Solid Waste Management Plan Update.

Adopted on: February 7, 2000

O.A. Brooks, Mayor

Mason,

CHARTER TOWNSHIP OF BREITUNG

RESOLUTION APPROVING THE DICKINSON COUNTY SOLID WASTE MANAGEMENT PLAN UPDATE

NOW, BE IT RESOLVED, that the Charter Township of Breitung Board of Trustees, Dickinson County, Michigan, has reviewed and approves the Dickinson County Solid Waste Management Plan Update.

Motion by: <u>Wales</u>, Supported by: <u>Marutz</u>

Yea

Yea

Yea

On this Twenty-Fourth day of January, 2000, the Resolution is <u>Approved</u>, by roll call vote.

William Rabenberg, Supervisor Jo Ann Marutz, Clerk Anne Cahee, Treasurer

Richard Wales, Trustee	Yea
John Erickson, Trustee	Yea
Barbra Oliver, Trustee	Yea
Mary Beth Dixon, Trustee	Yea

William Rabenberg, Supervisor

Jo Ann Marutz, Clerk

APPROVING

COUNTY SOLID WASTE PLAN UPDATE

Townsh BE IT RESOLVED that ____ Felc _ approves 10 (Name of Local Unit)

The Dickinson County Solid Waste Management Plan Update.

Adopted on: Feb. 7, 2000 (Date)

Edward Davidson Cierk

Return to : Edith K. Raffin, P.E. Administrator Dickinson County Solid Waste Management Authority P.O. Box 252 Iron Mountain, MI 49801

APPROVING

COUNTY SOLID WASTE PLAN UPDATE

(Name of Local Unit) BE IT RESOLVED that approves L

The Dickinson County Solid Waste Management Plan Update.

Adopted on: April 10, 2000

There Hannill (Cierk)

Return to Edith K. Raffin, P.E. Administrator Dickinson County Solid Waste Management Authority P.O. Box 252 Iron Mountain, Mi 49801

APPROVING

COUNTY SOLID WASTE PLAN UPDATE

BE IT RESOLVED that <u>SHEOLA</u> TWP. BOMED approves (Name of Local Unit)

The Dickinson County Solid Waste Management Plan Update.

• •

Adopted on: 2/7 (Date)

(Clerk)

Return to Edith K. Raffin, P.E. Administrator Dickinson County Solid Waste Management Authority P.O. Box 252 Iron Mountain, MI 49801

APPROVING

COUNTY SOLID WASTE PLAN UPDATE

BE IT RESOLVED that <u>Waucedah</u> Township approves (Name of Local Unit)

The Dickinson County Solid Waste Management Plan Update.

Adopted on: <u>April 10, 2000</u> (Date)

Clerk)

Return to : Edith K. Raffin, P.E. Administrator Dickinson County Solid Waste Management Authority P.O. Box 252 Iron Mountain, MI 49801

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APPROVING

COUNTY SOLID WASTE PLAN UPDATE

BE IT RESOLVED that <u>U) EST</u> <u>BRANCH</u> <u>TOWNSHIP</u> approves (Name of Local Unit)

. .

The Dickinson County Solid Waste Management Plan Update.

Adopted on: 2-6-2000 (Date) La ... and a and

Carol Jenson

Return to Edith K. Raffin, P.E. Administrator Dickinson County Solid Waste Management Authority P.O. Box 252 Iron Mountain, MI 49801

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DICKINSON COUNTY SOLID WASTE MANAGEMENT AUTHORITY

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ANALYSIS OF PROPOSALS FOR LONG TERM TRANSPORTATION AND DISPOSAL OF SOLID WASTE

Prepared by: Edith K. Raffin, P.E. Administrator Revised 6/12/95

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EXECUTIVE SUMMARY

Proposals for transportation and disposal of solid waste have been reviewed and analyzed. The preliminary life cycle cost of landfill construction which was prepared by RMT, Inc. has been incorporated into the analysis of proposals for long term transportation and disposal. The analysis is summarized in Table 1.

Table 1 identifies six options:

United Waste Systems proposal to operate the solid waste processing facility, recycling program and compost site.

United Waste Systems proposal to provide transportation and disposal, only.

The Great American Disposal Company proposal to transfer waste at its Niagara transfer station and to provide recycling at their Kingsford facility.

The Great American Disposal Company proposal to build a new transfer station at the location of the solid waste processing facility, operate the recycling program and the compost site.

The Great American Disposal Company proposal to provide transportation and disposal, only.

The Authority builds a landfill in Waucedah Township.

Costs for each option have been projected for a twenty year period based on three separate waste scenarios:

15000 TPY Type II waste reduced annually by the projected increase in recycling.

11000 TPY Type II waste reduced annually by the projected increase in recycling

13000 TPY Type II waste reduced annually by the projected increase in recycling.

Recycling quantities are based on an assumed 10% per year increase. Compost quantity is assumed to be 10% of Type II waste.

The Great American Disposal Company proposal to transfer waste at their Niagara facility is the lowest cost alternative under the conditions of this analysis. However, the additional cost for transportation of waste to the Niagara facility has not been included in the analysis.

The second lowest cost alternative is The Great American Disposal Company proposal to construct a transfer station at the site of Figures 1, 2 and 3 are graphic representations of the total cost, present worth and average cost per ton for each alternative under each waste quantity scenario.

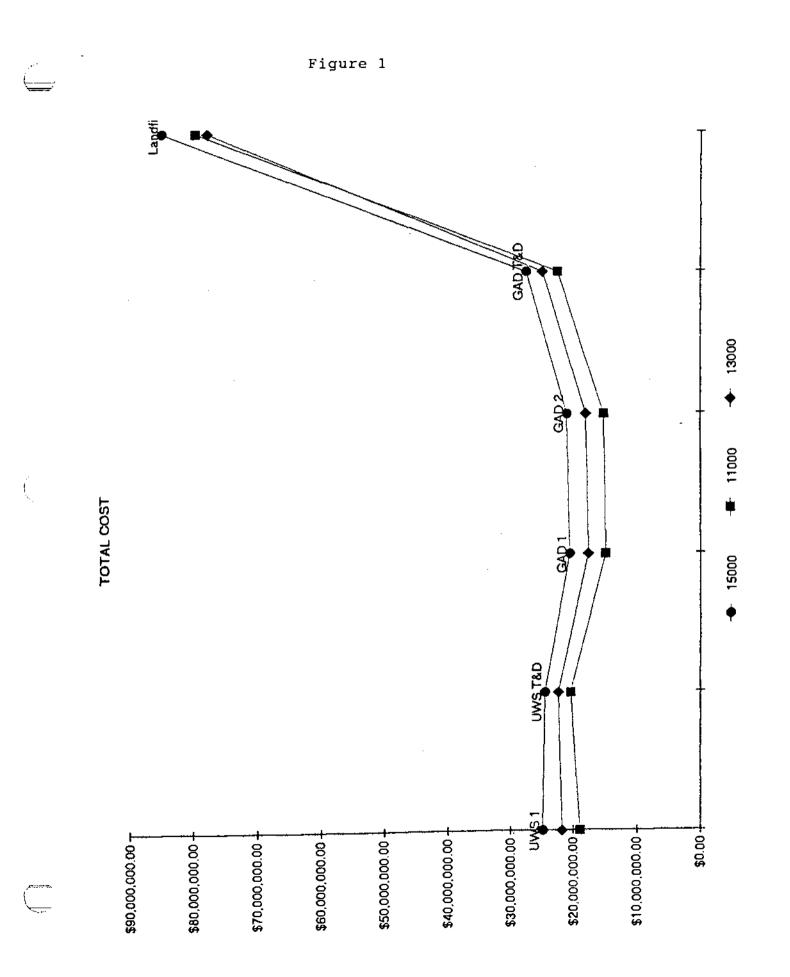
The curves for total cost and present worth of the contractor proposals are directly proportional to the waste quantity. The waste quantity has the greatest effect on the alternatives in which the Authority continues operation of the processing facility and constructs a landfill.(UWS T&D, GAD T&D, Landfi)

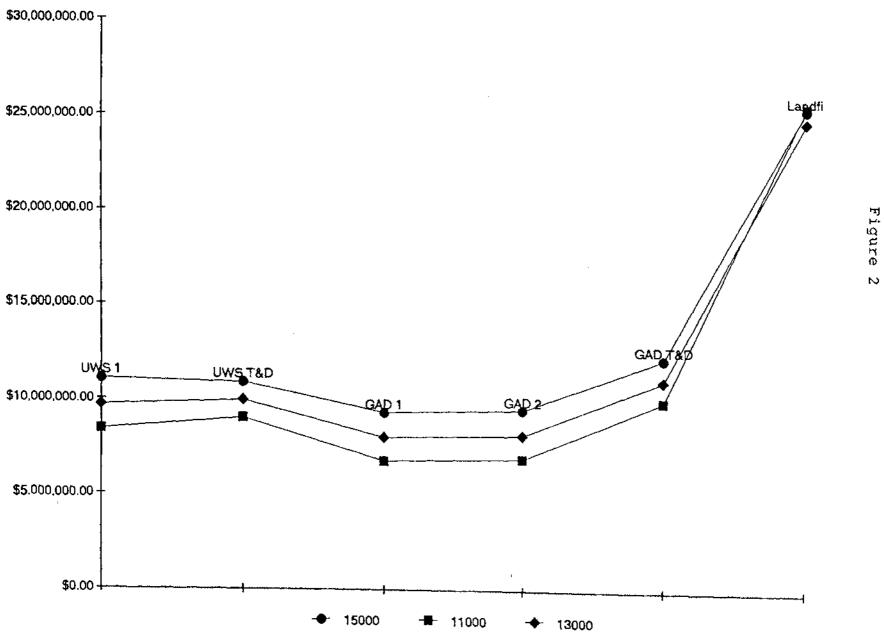
TABLE 1

TOTAL COST, PRESENT WORTH AND EQUIVALENT ANNUAL COST

15000 TPY

OPTION		TOTAL COST	PRESENT WORTH	EQUIVALENT ANNUAL COST	AVERAGE COST/TON
UWS Operate UWS T&D GAD - Niagara GAD - SWPF GAD T&D DCSWMA Landfill	TABLE 4 TABLE 5 TABLE 6 TABLE 7 TABLE 8 TABLE 9	\$24,853,336.20 \$24,510,307.10 \$20,571,237.46 \$20,970,867.60 \$27,464,162.75 \$85,005,956.34	\$11,075,587,95 \$10,893,362,91 \$9,313,808,79 \$9,494,915,87 \$12,232,010,96 \$25,424,931,16	\$1,128,602 30 \$1,110,033 60 \$949,077 11 \$967,531 92 \$1,246,441 80 \$2,590,800 50	\$86.23 \$85.04 \$71.37 \$72.76 \$95.28 \$197.60
11000 TPY					
OPTION		TOTAL COST	PRESENT WORTH	EQUIVALENT ANNUAL COST	AVERAGE COST/TON
UWS Operate UWS T&D GAD - Niagara GAD - SWPF GAD T&D DCSWMA Landfill	TABLE 11 TABLE 12 TABLE 13 TABLE 14 TABLE 15 TABLE 16	\$18.847,273.67 \$20,331.821.67 \$14,829,402.90 \$15,111,435.08 \$22,416,454.75 \$79,669,666 40	\$8,412,160.42 \$9,034,467.81 \$6,759,421.97 \$6,888,212.91 \$9,986,422.47 \$24,549,384.12	\$857,199.14 \$920,612.27 \$688,785.09 \$701,908.89 \$1,017,616.40 \$2,501,582.20	\$92.28 \$99.55 \$72.61 \$73.99 \$109.76 \$261.36
13000 TPY					
OPTION		TOTAL COST	PRESENT WORTH	EQUIVALENT ANNUAL COST	AVERAGE COST/TON
UWS Operate UWS T&D GAD - Niagara GAD - SWPF GAD T&D DCSWMA Landfill	TABLE 18 TABLE 19 TABLE 20 TABLE 21 TABLE 22 TABLE 23	\$21,747,343.86 \$22,349,433.21 \$17,601,888.73 \$17,940,703.92 \$24,853,776.40 \$77,850,689.52	\$9,698,215 42 \$9,941,048.59 \$7,992,825.89 \$8,146,878.05 \$11,070,720.91 \$24,748,782.28	\$988.248.15 \$1,012.992.80 \$814.468 95 \$830.166.87 \$1,128,106.40 \$2,521,900.90	\$88.84 \$91.30 \$71.90 \$73.29 \$101.53 \$213.08





PRESENT WORTH

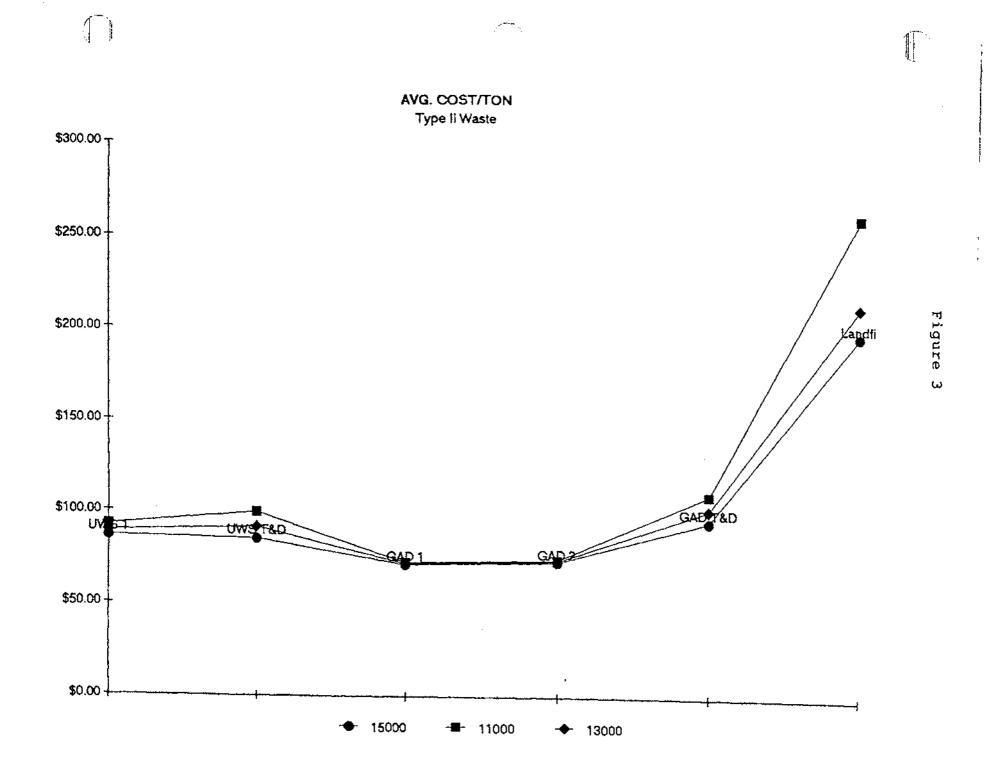


TABLE A

POTENTIAL TIPPING FEES 15000TPY OPTION

	TABLE 4 UWS Operate	TABLE 5 UWS T &D	TABLE 6 GAD Niagara	TABLE 7 GAD Transfer SWPF	TABLE 8 GAD T &D	TABLE 9 DCSWMA LANDFILL
1996	\$55.92	\$54,88	\$48.25	\$49.19	\$61.83	6 67 65
1997	\$58.20	\$57.07	\$50.19	\$ 51 .17		\$67.28
1998	\$60.60	\$59.39	\$52.21	\$53.22	\$64.30	\$148.33
1999	\$63,12	\$61,82	\$54.30	\$55.36	\$66.90	\$151.98
2000	\$65.76	\$64,39	\$56.48		\$69.64	\$155,86
2001	\$68.55			\$57.58	\$72.52	\$159.96
2002		\$67.11	\$58.76	\$59.90	\$75.56	\$164.32
	\$71.48	\$69.98	\$61.12	\$62.31	\$78.78	\$168.96
2003	\$74.57	\$73.03	\$63.58	\$64.82	\$82.17	\$173.92
2004	\$77.84	\$76.26	\$66.14	\$67,43	\$85.77	\$179,21
2005	\$81.30	\$79.70	\$68.81	\$70,14	\$89.59	\$184.88
2006	\$84.96	\$83,36	\$71.58	\$72.97	\$93.65	\$190.97
2007	\$88.86	\$87.28	\$74.47	\$75.92	\$97.98	\$197.53
2008	\$93 .00	\$91.48	\$77.48	\$78.99	\$102.61	\$204.61
2009	\$97.43	\$95.99	\$80.62	\$82.19	\$107.56	\$212.29
2010	\$102.16	\$100.85	\$83.89	\$85.52	\$112.89	\$220.63
2011	\$107.23	\$106.11	\$87.30	\$88.99	\$118.63	
2012	\$112.70	\$111.82	\$90.85	\$92.61	\$124.84	\$229.73
2013	\$118.60	\$118.04	\$94.55	\$96.38	\$131,58	\$239,70
2014	\$125.00	\$124,86	\$98.42	\$100.32	\$138.94	\$250.66
2015	\$131.98	\$132,35	\$102.45	\$104.43	\$138.94 \$147.00	\$262.78 \$276.24

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TABLE B

POTENTIAL TIPPING FEES 11000TPY OPTION

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	TABLE 11	TABLE 12	TABLE 13	TABLE 14	TABLE 15	TABLE 16
	UWS	UWS	GAD	GAD Transfer	GAD	DCSWMA
	Operate	T&D	Niagara	SWPF	T&D	Landfill
1996	\$59.22	\$63,10	\$49.15	\$50.09	\$70.05	A75
1997	\$61.63	\$65.65	\$51.13	\$52.11		\$75.50
1998	\$64.17	\$68.35	\$53.19	\$54.21	\$72.88 \$75.87	\$192.73
1999	\$66.85	\$71.22	\$55.33	\$56.39	\$79.04	\$197.90
2000	\$69.68	\$74.25	\$57.57	\$58.67	\$82.38	\$203.42
2001	\$72.67	\$77.47	\$59.89	\$61.03	\$85.93	\$209.26
2002	\$75.83	\$80.90	\$62.31	\$63.50	\$89,69	\$215.54
2003	\$79.19	\$84.56	\$64.83	\$66.07		\$222.24
2004	\$82,76	\$88.47	\$67.46	\$68.75	\$93.70 \$97.00	\$229.43
2005	\$86.56	\$92.66	\$70.20	\$71.54	\$97.98	\$237.17
2006	\$90.62	\$97.16	\$73.06	\$74.45	\$102.55	\$245.51
2007	\$94.97	\$102.02	\$76.03	\$77.48	\$107.45	\$254.54
2008	\$99.64	\$107.28	\$79.14	\$80.65	\$112.72	\$264.34
2009	\$104.67	\$112.99	\$82.38		\$118.41	\$275.03
2010	\$110.12	\$119.22	\$85.76	\$83.95 \$87.20	\$124.56	\$286.72
2011	\$116.04	\$126.06	\$89.30	\$87.39	\$131.26	\$299.56
2012	\$122.50	\$133.58	\$92.99	\$90.99	\$138.57	\$313.74
2013	\$129.59	\$141.92	-	\$94.76	\$146.60	\$329.47
2014	\$137.42	\$151.21	\$96.86	\$98.69	\$155.45	\$347.03
2015	\$146.11	\$161.64	\$100.91	\$102.82	\$165.29	\$366.75
	¥179.11	Ψ101.04	\$105.16	\$107.14	\$176.29	\$389.05

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TABLE C

POTENTIAL TIPPING FEES 13000TPY OPTION

	TABLE 18	TABLE 19	TABLE 20	TABLE 21	TABLE 22	
	UWS	UWS	GAD	GAD Transfer	GAD	TABLE 23
	Operate	T&D	Niagara			DCSWMA
	•		. Hagait	0411	T&D	Landfill
1996	\$57.36	\$58.47	\$48.65	\$49.59	\$65.42	A74
1997	\$59.70	\$60.81	\$50.60	\$51,58		\$70.77
1998	\$62.16	\$63.29	\$52.63	\$53.65	\$68.04	\$155.63
1999	\$64.75	\$65.92	\$54.75	-	\$70.81	\$159.80
2000	\$67,47	\$68.68		\$55.81	\$73.73	\$164.24
2001	\$70.34		\$56.96	\$58.06	\$76.82	\$168.94
2002		\$71.62	\$59.25	\$60.39	\$80.07	\$173,95
	\$73.37	\$74.73	\$61.64	\$62.83	\$83,52	\$179.30
2003	\$76.57	\$78.03	\$64.12	\$65.36	\$87.18	\$185.01
2004	\$79.97	\$81.55	\$66.71	\$68.00	\$91.06	\$191.14
2005	\$83.58	\$85.31	\$69.41	\$70,75	\$95.20	\$197,72
2006	\$87.41	\$89.33	\$72.22	\$73.61	\$99.62	
2 007	\$91.49	\$93.64	\$75.15	\$76.59	\$104.34	\$204.81
2008	\$95.86	\$98.28	\$78.20	\$79.70	\$109,41	\$212.48
2009	\$100.54	\$103.30	\$81.38	\$82.94		\$220.79
2010	\$105.57	\$108.73	\$84.69	\$86.32	\$114.87	\$229,83
2011	\$111.00	\$114.64	\$88.15		\$120.76	\$239.70
2012	\$116.88	\$121.09		\$89.85	\$127.16	\$250.52
2013			\$91.76	\$93.52	\$134.11	\$262.44
2013	\$123.27	\$128.18	\$95.53	\$97.36	\$141.72	\$275.64
	\$130.25	\$136.00	\$99.47	\$101.38	\$150.08	\$290.32
2015	\$137.93	\$144.69	\$103.59	\$105.57	\$159,33	\$306.76

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SUMMARY OF PROPOSALS

1. United Waste Systems Operates Facility

The first proposal is for United Waste Systems(UWS) to operate the existing solid waste processing facility and transport waste to the Menominee landfill and to operate the recycling program and composting program. The proposal had assumed that UWS would establish a tipping fee of \$45.00/ton for all materials processed at the facility, including recyclables and compostables, for the first year. The consumer price index, all items, all cites or 4%(which ever is less) would be used to increase the price on an annual basis. A \$2.00/ton rebate would be paid to the Authority on a quarterly basis.

During review of the preliminary analysis, Mr. George Reddom, UWS, explained that UWS desires to set the tipping fee to be competitive in order to increase their share of the commercial collection market in Dickinson County. However, he understands the impracticality of charging the public for drop off of recyclables and compost. UWS would be concerned that a tipping fee which covered the cost of recycling, composting and HHW would not be competitive, however, Mr. Reddom noted that the issue is open to negotiation.

All maintenance and repair of Authority equipment and buildings would be included in the price. Capital costs such as equipment replacement would not be included. The UWS proposal to operate the facility may or may not include continued operation of the baler. That decision would be made by UWS after the outset of the contract. Should UWS decide that baling waste was not advantageous, UWS would take the responsibility for removing the equipment, storing it and protecting it from damage, throughout the life of the contract. UWS would make the facility modifications which may be required to load loose waste into transportation trailers. The facility would be returned to the Authority in its original condition at the close of the contract.

UWS had based the proposal on the assumption that the recycling storage building would be completed and provided for their use. However, that would not be necessary for them to operate the recycling program and would not change the price.

The twenty year cost projections for this proposal are depicted in Tables 4,11 and 18, Appendix C.

2. United Waste Systems Transportation and Disposal(T & D)

United Waste Systems submitted a second proposal for transportation of waste and disposal at the Menominee landfill, only. The first year cost would be \$32.00/ton. The CPI, all cities, all items, or 4% would be used to increase the price on an annual basis.

The alternate disposal site noted on the proposal form was identified as the UWS landfill in Ontonagon, MI. The alternate

was included, only to show that UWS has an alternate disposal site. Mr. Reddom noted that UWS has a formal agreement with Menominee Township to allow UWS to import waste from the throughout the Upper Peninsula, and northern Wisconsin communities within a 150 mile radius of the landfill. The agreement is in effect for the life of phase three of the landfill. The life is estimated at 30-40 years depending upon waste volume.

The twenty year cost projections for this proposal are depicted in Tables 5, 12 and 19, Appendix C.

3. The Great American Disposal Company Transfer - Niagara

The Great American Disposal Company submitted a proposal for all Authority waste to be transferred at their Niagara transfer station. Residents of Dickinson County would have access to the Kingsford recycling facility Monday through Friday. The first year price for this proposal is \$44.50/ton of waste processed. The CPI, all cities, all items would be used to increase the price annually.

The twenty year cost projections for this proposal are depicted in Tables 6, 13 and 20, Appendix C.

4. The Great American Disposal Company Builds Transfer Station At Existing Processing Facility Site

The Great American Disposal Company would construct a transfer station at the location of the baling facility. The proposal includes operation of the recycling and composting programs.

The first year price would be \$46.85/ton of waste processed. The CPI, all cites, all items would be used to increase the price annually.

The twenty year cost projections for this proposal are depicted in Tables 7, 14 and 21, Appendix C.

5. The Great American Disposal Company Transportation and Disposal

The Great American Disposal Company submitted a third proposal for transportation of waste and disposal at the Wood Island landfill, only. The first year cost would be \$38.95/ton. The CPI, all cities, all items would be used to increase the price on an annual basis.

The twenty year cost projections for this proposal are depicted in Tables 8, 15 and 22, Appendix C. APPENDIX A

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BASIS FOR ANALYSIS

The analysis of proposals was designed to provide a cost comparison of proposals for long term transportation and disposal of Dickinson County waste to a private landfill and construction of a landfill in Waucedah Township. The Preliminary Life-Cycle Cost Analysis of Landfill Construction prepared by RMT, Inc. was used for the landfill construction options.

Three total waste quantity scenarios were used to develop total costs for a twenty year period.

The following assumptions were used to develop the cost projections:

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- 1. All costs will increase at a rate of 4%/year.
- The interest rate for amortization of capital costs is 8%.
- Collection of recyclables will increase 10%/year by weight.
- Total waste processed is reduced by the increase in recyclables.
- 5. Compost will constitute 10% of the Type II waste stream.
- 6. The 1995 budget cost for operation of the baler is the lowest possible cost under current operating conditions(40 hours per week, 15,000 TPY), and is used as the base year cost for options in which the Authority continues to operate waste processing.

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- 7. The unit cost for recycling is based on 1995 budget, in options in which the Authority operates recycling.
- 8. The unit cost for composting is based on the program cost identified in the application for grant funds, and is used in those options in which the Authority operates the compost site.
- The landfill construction options assume inclusion of Grede Foundry sand.
- 10. Waste processing equipment(baler, fork lift, skid steer loader) will be replaced at ten year intervals.
- 11. Compost equipment(Wildcat turner, Case Loader) will be serviceable for the twenty year period.
- 12. Salvage values at the end of twenty years have not been included.

The cost analysis projects the cost for a comprehensive twenty The trenty year cost projections in annual cost for the twenty year cost tables. The landfill construction cost tables include a twenty-first year to allow for the construction period.

The twenty year projections were used to develop the potential tipping fees for all options.

The total cost for each option is the sum of the annual costs for the twenty year period and the capital costs as projected in the year the expense is incurred. Therefore the total cost for landfill construction includes the cost of long term care in inflated dollars for the years 2017-2046, as well as cell construction and closure costs in the years those activities are projected to occur.

The present worth has been calculated by converting future costs to 1996 dollars at an interest rate of 8 percent.

The equivalent annual cost is based on a twenty years of operation.

The average cost per ton for the contractor proposals has been calculated by dividing the total twenty year cost by the twenty year total Type II waste tonnage. The average cost per ton for the landfill options has been calculated by dividing 67% of the total cost by the twenty year total Type II waste tonnage. The average cost per ton for the landfill options has been calculated to be consistent with the RMT, Inc. report option which includes the disposal of Grede Foundry sand waste at the Authority landfill. According to the RMT, Inc. report the foundry sand would comprise approximately one third of the landfill volume.

The twenty year cost projection tables include costs for all solid waste programs. The cost projections for the proposals which include contractor operation of waste processing assume that an administrator would not be required. The Administration costs are the cost of liability and property insurance, when applicable. The HHW and compost programs are assumed to be performed under separate contract when not included with the waste processing. APPENDIX B

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Unit and Base Year Costs Used for Twenty Year Projections

Cost Projection Tables Column Heading	Appendix (Appendix C Table References			
Administration - Complete	\$26,910.00 /year				
Administration - Prop & Liab. Ins., Legal Fees, Audit	\$11,830.00 /year				
Administration - Liab. Ins., Legal Fees, Audit	\$5,560.00 /year				
Equipment Replacement					
Baler & Appurtenances	\$375,923.00 1990 Co	st			
Forklift		st			
Bobcat	\$13,211.00 1996 Co	st			
Baler Operation 1995	\$178,489.50 /year	Tables 5,8,9,12,15,16,19,22,23			
Transportation - Waucedah	\$3.12 /ton	Tables 9, 16, 23			
Transportation & Disposal					
UWS Operate (incl. Baling)	\$45.00 /ton	Tables 4, 11, 18			
UWST&D	\$32.00 /ton	Tables 5, 12, 19			
GAD 1	\$44.50 /ton	Tables 6, 13, 20			
GAD 2	\$46.85 /ton	Tables 7, 14, 21			
GAD 3	\$38.95 /ton	Tables 8, 15, 22			
Recycling	\$45.00 /ton	Tables 4,11,18			
Recycling	\$46.30 /ton	Tables 5, 8, 9, 12, 15, 16, 19, 22, 23			
Composting	\$45.00 /ton	Tables 4,11,18			
Composting	\$14.10 /ton	Tables 5, 6, 8, 9, 12, 13, 15, 16, 19, 20, 22, 23			
HHW	\$30,000.00 /year	All Tables			

Landfill Construction and Operation Costs are based on RMT, Inc. Preliminary Life-Cycle Cost Analysis - Table attached

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		TAB	LE7
PRELIMINARY	PRESENT WORTH	AND	ANNUAL EQUIVALENT COST

			PRELIMINA	RY PRESENT WO	RTH AND ANN	UAL EQUIVALENT COST		GREDE	FOUNDRIES WASTE INC	10050
	5 8 1997 70	Distanson County Sold Weste Kanagomeri Authority October 1994						ndjuster) cosis are in first ye		
,	·	PREDEVELOPMENT	CONSTRUCTION	OPERATION	CLOSURE	LONG TERM CARE		·····	Unactuated Total	infisted Folsi
	1994	\$153,000				······································			\$113,000	\$113,000
Work and Design	1995	\$314,000							\$314,000	\$329 700
1	1995	\$157.000	\$1,680,000	\$183,000					\$2.020,000	\$2,227,050
	1997			\$731,000 \$731,000					\$731,000 \$731,000	\$845,224 \$888,535
,	1995 1999		\$578,000	\$731,000					\$1,609,000	\$2,053,537
/	2000		•••••,	\$731,000	\$556,000				\$1,287,000	\$1,724,703
	2001			\$731,000					\$731,000	\$1,028,590
1	2002		\$878,000	\$731,000					\$1,609,000	\$2,377,226
	2003			\$731,000	1556,000				\$1,287,000	\$1,996,559
	2004		\$478,000	\$731,000 \$731,000					\$731,000 \$1,609,000	\$1,190.722 \$2,751,936
ι.	2005 2006		3476,000	\$731,000	\$556,000				\$1,287,000	\$2,311,267
	2007			\$735,000					\$731,000	\$1,378,410
	2006			\$731,000					\$731,000	\$1,447,330
5	2009		\$878,000	\$731,000					\$1.609,000	\$3,344,995
	2010			\$731,000	\$556,000				\$1,287,000	\$2,809,360
	2011			\$735,000 \$731,000					\$731,000 \$731,000	\$1,675,465
б	2012 2013		\$678,000	\$731,000					\$1,609,000	\$1,759,239 \$4,065,663
0	2014		B1, 0,000	\$735,000	\$556,000				\$1,257,000	\$3,414,794
	2015			\$731,000					\$731,000	\$2,036,539
	2016			\$731,000					\$731,000	\$2,130,366
an Long Term Care	2017				\$556,000	\$225,000			\$781,000	\$2,398,860
	2018					\$225,000			\$225,000	\$725.647
	2019					\$225,000 \$225,000			\$225,000 \$775,000	\$761,930
	2020 2021					\$225,000			\$225.000	\$600,026 \$640,028
	2072					\$225,000			\$225,000	\$882,029
	2073					\$225,000			\$225,000	\$926,131
	2024					\$225,000			\$225,000	\$972,437
	2025					\$225,000			\$225,000	\$1,021,059
	2026					\$215,000			\$225,000	\$1,072,112
	2027					\$225,000			\$225,000	\$1,125,717
	2028 2079					\$225,000 \$725,000			\$225,000 \$225,000	\$1,182,003 \$1,241,103
	2030					\$275,000			\$225,000	\$1,303,159
	2031					\$225,000			\$775.000	\$1,368,317
	2032	•				\$225,000			\$725,000	\$1,435,732
	2033					\$225,000			\$225.000	\$1,506,569
	2034					\$225,000			\$225,000	\$1,583,997
	2035 2036					\$725,000 \$725,000			\$225,000 \$225,000	\$1,663,197 \$1,746,357
	2037					\$225,000			\$225,000	\$1,633.675
	2034					\$225,000			\$225,000	\$1,925,359
	2035					\$225,000			\$725,000	\$2,021,627
	2040)				\$225,000			\$725,000	\$2,522,708
	204					\$725,000			\$725.000	\$2,228 543
	2043					\$225,000			\$225,000	\$2,340,286
	204					\$725,000 \$725,000			\$225,000 \$225,000	\$2,457,300
	204					\$225,000			\$225,000	\$2,560,165 \$2,709,173
m Care Period	204					\$225,000			\$225,000	\$2,644,632
					£1 117 ~			**		
		\$584,00	\$6,070,000	\$14,803,000	\$3,336,00	0 \$5,750.000	10	\$0	\$31,543,000	\$91.532.589

First Year Present Worth:

Annual Equivation Cost A.E.C. Start Year: A.E.C. Langth (ym)' A.E.C. Amount: 1997 20 \$7.645.371

\$20.617.924

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APPENDIX C

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TABLE 3

iaterial Quantities - 15000 TPY Type II Waste Base Year

otals

	Waste	Recylables	Compost
	(tons)	(tons)	(tons)
1996	15172	408	1517
1997	15132	448	1513
1998	15087	493	1509
1999	15037	543	1504
2000	14983	597	1498
2001	14923	657	1492
2002	14857	723	1486
2003	14785	795	1478
2004	14705	875	1471
2005	14618	962	1462
2006	14522	1058	1452
2007	14416	1164	1442
2008	14300	1280	1430
200 9	14172	1408	1417
2010	14031	1549	1403
2011	13876	1704	1388
2012	13705	1875	1371
2013	13518	2062	1352
2014	13312	2268	1331
2015	13085	2495	1308
	288235	233 65	28824

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TABLE 4

iste Systems Operates Processing Facility, Recycling and Composting Programs

	Administration	Equipment Replacement	Baler Operation	T&D (incl. Bating)	Recycle	Compost	ннж	Rebate	TOTAL
 36 37 38 39 30 31 32 33 34 35 36 37 38 39 10 11 12 13 14 	\$11,830,00 \$12,303,20 \$12,795,33 \$13,307,14 \$13,839,43 \$14,393,00 \$14,968,72 \$15,567,47 \$16,190,17 \$16,837,78 \$17,511,29 \$18,211,74 \$18,940,21 \$19,697,82 \$20,485,73 \$21,305,16 \$22,157,37 \$23,043,66 \$23,965,41	\$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81		\$682,740.00 \$708,177.60 \$734,314.46 \$761,156.10 \$788,743.79 \$817,023.36 \$845,963.21 \$875,521.94 \$905,646.72 \$936,271.46 \$967,314.62 \$998,676.80 \$1,030,237.89 \$1,061,853.85 \$1,093,352.96 \$1,124,531.64 \$1,155,149.48 \$1,184,923.70 \$1,213,522.72	\$18,360.00 \$20,966.40 \$23,995.30 \$27,486.05 \$31,444.04 \$35,971.99 \$41,151.95 \$47,077.83 \$53,857.04 \$61,612.45 \$70,484.65 \$80,634.44 \$92,245.80 \$105,529.19 \$120,725.39 \$138,109.85 \$157,997.67 \$180,749.33 \$206,777,24	\$68,274.00 \$70,817.76 \$73,431.45 \$76,115.61 \$78,874.38 \$81,702.34 \$84,596.32 \$87,552.19 \$90,564.67 \$93,627.15 \$96,731.46 \$99,867.68 \$103,023.79 \$106,185.38 \$109,335.30 \$112,453.16 \$115,514.95 \$118,492.37 \$121,352.27	\$30,000.00 \$31,200.00 \$32,448.00 \$33,745.92 \$35,095.76 \$36,499.59 \$37,959.57 \$39,477.95 \$41,057.07 \$42,699.35 \$44,407.33 \$46,183.62 \$48,030.97 \$49,952.21 \$51,950.29 \$54,028.31 \$56,189.44 \$58,437.01 \$60,774.50	(\$34,194,40) (\$34,186,40) (\$34,177,40) (\$34,167,40) (\$34,156,54) (\$34,131,45) (\$34,131,45) (\$34,117,00) (\$34,011,10) (\$34,083,61) (\$34,064,37) (\$34,043,21) (\$34,043,21) (\$34,019,93) (\$33,994,32) (\$33,994,32) (\$33,935,17) (\$33,901,08) (\$33,863,59)	\$848,471,4 \$880,740,3 \$914,268,94 \$949,105,2 \$985,302,6 \$1,022,907,4 \$1,061,970,14 \$1,102,542,26 \$1,144,676,35 \$1,188,426,35 \$1,188,426,35 \$1,233,846,75 \$1,280,992,85 \$1,329,920,54 \$1,329,920,54 \$1,380,685,94 \$1,380,685,94 \$1,487,954,75 \$1,544,569,65 \$1,603,244,30
15	\$24,924.03	\$71,461.81		\$1,240,558,80	\$236,553,16	\$124,055.88	\$53,205.48	(\$33.822.35) (\$33.776.99)	\$1,664,031.6(\$1,726,982.18

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TABLE 5

ed Waste Systems Provides Transportation and Disposal, Only

	Administration	Equipment Replacement	Baler Operation	T&D	Recycle	Compost	HHW	TOTAL
1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014	\$26,910.00 \$27,986.40 \$29,105.86 \$30,270.09 \$31,480.89 \$32,740.13 \$34,049.73 \$35,411.72 \$36,828.19 \$38,301.32 \$39,833.37 \$41,426.71 \$43,083.78 \$44,807.13 \$46,599.41 \$48,463.39 \$50,401.93 \$52,418.00 \$54,514.72	\$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81 \$71,461.81	\$178,489.50 \$185,629.08 \$193,054.24 \$200,776.41 \$208,807.47 \$217,159.77 \$225,846.16 \$234,880.01 \$244,275.21 \$254,046.21 \$264,208.06 \$274,776.38 \$285,767.44 \$297,198.14 \$309,086.06 \$321,449.51 \$334,307.49 \$347,679.79 \$361,586.98	\$485,504,00 \$503,592,96 \$522,179,17 \$541,266,56 \$560,884,48 \$580,994,39 \$601,573,84 \$622,593,38 \$644,015,45 \$665,793,04 \$687,868,17 \$710,170,17 \$732,613,61 \$755,096,07 \$777,495,44 \$799,666,94 \$821,439,63 \$842,612,41 \$862,949,49	\$18.890.40 \$21,572,10 \$24,688.49 \$28,280.09 \$32,352,43 \$37,011.18 \$42,340.79 \$48,437,86 \$55,412.91 \$63,392.37 \$72,520.87 \$82,963.88 \$94,910.67 \$108,577,81 \$124,213.02 \$142,099.69 \$162,562.05 \$185,970.98 \$212,750,80	\$21,388,38 \$22,185,27 \$23,004,07 \$23,844,94 \$24,709,19 \$25,595,11 \$26,501,72 \$27,427,71 \$28,371,44 \$29,330,83 \$30,303,33 \$31,285,82 \$32,274,54 \$33,264,99 \$34,251,77 \$35,228,51 \$36,187,68 \$37,120,43 \$38,016,36	\$30,000.00 \$31,200.00 \$32,448.00 \$33,745.92 \$35,095.76 \$36,499.59 \$37,959.57 \$39,477.95 \$41,057.07 \$42,699.35 \$44,407.33 \$46,183.62 \$48,030.97 \$49,952.21 \$51,950.29 \$54,028.31 \$56,189.44 \$58,437.01	\$832,644.09 \$863,627.62 \$895,941.65 \$929,645.83 \$964,792.02 \$1,001,461.98 \$1,039,733.62 \$1,079,690.44 \$1,121,422.08 \$1,165,024.94 \$1,210,602.95 \$1,258,268.39 \$1,308,142.82 \$1,360,358.15 \$1,415,057,80 \$1,472,398.16 \$1,532,550.02 \$1,595,700,43
2015	\$56,695.31	\$71,461.81	\$376,050.46	\$882,175,15	\$243,386.92	\$38,863.32	\$60,774,50 \$63,205,48	\$1,662,054,65 \$1,731,838,44

American Disposal Company Transports Waste at Niagara Facility and es Recycling at their Kingsford Facility; DCSWMA Operates Compost Site

	Administration	Equipment Replacement	Baler Operation	T&D	Recycle	Compost	нн₩	TOTAL
1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009	Administration \$5,560.00 \$5,782.40 \$6,013.70 \$6,254.24 \$6,504.41 \$6,764.59 \$7,035.17 \$7,316.58 \$7,609.24 \$7,913.61 \$8,230.16 \$8,559.36 \$8,901.74 \$9,257.81			\$675,154.00 \$700,308.96 \$726,155.41 \$752,698.81 \$779,979.97 \$807,945.33 \$836,563.62 \$865,793.92 \$895,583.98 \$925,868.44 \$956,566.68 \$987,580.39 \$1,018,790.81	Recycle	\$21,388.38 \$22,185.27 \$23,004.07 \$23,844.94 \$24,709.19 \$25,595.11 \$26,501.72 \$27,427.71 \$28,371.44 \$29,330.83 \$30,303.33 \$31,285.82 \$32,274.54	HHW \$30,000.00 \$31,200.00 \$32,448.00 \$33,745.92 \$35,095.76 \$36,499.59 \$37,959.57 \$39,477.95 \$41,057.07 \$42,699.35 \$44,407.33 \$46,183,62 \$48,030.97	TOTAL \$732.102.38 \$759,476.63 \$787,621.18 \$816,543.92 \$846,289.34 \$876,804.62 \$908,060.09 \$940,016.17 \$972,621.74 \$1,005,812.24 \$1,039,507.50 \$1.073,609.20 \$1,107,998,05
2009 2010 2011 2012 2013 2014 2015	\$9,237,81 \$9,628,12 \$10,013,25 \$10,413,78 \$10,630,33 \$11,263,54 \$11,714,08			\$1,050,055.47 \$1,081,204.60 \$1,112,036.85 \$1,142,314.49 \$1,171,757.89 \$1,200,039.14 \$1,226,774.81		\$33,264.99 \$34,251.77 \$35,228.51 \$36,187.68 \$37,120.43 \$38,016.36 \$38,863.32	\$49,952.21 \$51,950.29 \$54,028.31 \$56,189.44 \$58,437.01 \$60,774.50 \$63,205.48	\$1,142,530,47 \$1,177,034,78 \$1,211,306,91 \$1,245,105,38 \$1,278,145,66 \$1,310,093,53 \$1,340,557,69

American Disposal Company Builds Transfer Station at Processing Facility Operates Recycling and Composting Programs

		Equipment	Baler					TOTAL
	Administration	Replacement	Operation	T&D	Recycle	Compost	HHW	10 ML
1996	\$5,560.00			\$710,808,20			\$30,000.00	\$746.368.20
1997	\$5,782.40			\$737,291,57			\$31,200.00	\$774,273,97
1998	\$6,013.70			\$764,502.95			\$32,448.00	\$802,964.64
1999	\$6,254.24			\$792,448.07			\$33,745.92	\$832,448.24
2000	\$6,504,41			\$821,169.93			\$35,095.76	
2001	\$6,764.59			\$850,612.10			\$36,499.59	\$862,770.10 \$802,870,00
2002	\$7,035.17			\$880,741,70			\$37,959.57	\$893,876.28
2003	\$7,316.58			\$911,515.62				\$925,736.44
2004	\$7,609,24			\$942,878.86			\$39,477.95	\$958,310.15
2005	\$7,913.61			\$974,762.62			\$41,057.07	\$991,545.18
2006	\$8,230.16			\$1,007,082.00			\$42,699.35	\$1,025,375.59
2007	\$8,559.36			\$1,039,733.52			\$44,407.33	\$1,059,719.49
2008	\$8,901.74			\$1,072,592.12			\$46,183.62	\$1.094,476.50
2009	\$9,257.81						\$48,030.97	\$1,129,524.82
2010	\$9,628.12			\$1,105,507.84			\$49,952.21	\$1,164,717,85
2011	\$10,013.25			\$1,138,301.92			\$51,950.29	\$1,199,880.33
2012	\$10,413.78			\$1,170,762.39			\$54,028.31	\$1,234,803.94
2013	\$10,830.33			\$1,202,638.96			\$56,189,44	\$1,269,242.17
2013	\$11,263.54			\$1,233,637,23			\$58,437.01	\$1,302,904.58
2015	\$11,714.08			\$1,263,411.99			\$60,774.50	\$1,335,450.02
2013	Φ11,F14.00			\$1,291,559,55			\$63,205.48	\$1,366,479.11

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## American Disposal Provides Transportation and Disposal, Only

|      | Administration | Equipment<br>Replacement | Baler<br>Operation | T&D            | Recycle      | Compost     | ннж                  | TOTAL                   |
|------|----------------|--------------------------|--------------------|----------------|--------------|-------------|----------------------|-------------------------|
|      |                | ())                      | - F                |                |              |             |                      | . C IAL                 |
| 1996 | \$26,910.00    | \$71,461.81              | \$178,489.50       | \$590,949.40   | \$18,890.40  | \$21,388.38 | \$30,000.00          | \$938,089.49            |
| 1997 | \$27,986.40    | \$71,461.81              | \$185,629.08       | \$612,967.06   | \$21,572.10  | \$22,185.27 | \$31,200.00          | \$973,001.71            |
| 1998 | \$29,105.86    | \$71,461.81              | \$193,054.24       | \$635,589.96   | \$24,688.49  | \$23,004.07 | \$32,448.00          | \$1,009,352.44          |
| 1999 | \$30,270.09    | \$71,461.81              | \$200,776.41       | \$658,822.89   | \$28,280.09  | \$23,844,94 | \$33,745.92          | \$1,047,202.16          |
| 2000 | \$31,480.89    | \$71,461.81              | \$208,807.47       | \$682,701.57   | \$32,352.43  | \$24,709.19 | \$35,095,76          | \$1,086,609.12          |
| 2001 | \$32,740.13    | \$71,461.81              | \$217,159.77       | \$707,179.11   | \$37,011.18  | \$25,595.11 | \$36,499.59          | \$1,127,646.70          |
| 2002 | \$34,049.73    | \$71,461.81              | \$225,846.16       | \$732,228.16   | \$42,340.79  | \$26,501.72 | \$37,959.57          | \$1,170,387.94          |
| 2003 | \$35,411.72    | \$71,461.81              | \$234,880.01       | \$757,812.88   | \$48,437.86  | \$27,427.71 | \$39,477.95          | \$1,214,909.94          |
| 2004 | \$36,828.19    | \$71,461.81              | \$244,275.21       | \$783,887.55   | \$55,412.91  | \$28,371.44 | \$41,057.07          | \$1,261,294,18          |
| 2005 | \$38,301.32    | \$71,461.81              | \$254,046.21       | \$810,394.96   | \$63,392.37  | \$29,330.83 | \$42,699.35          | \$1,309,626.86          |
| 2006 | \$39,833.37    | \$71,461.81              | \$264,208.06       | \$837,264.54   | \$72,520.87  | \$30,303.33 | \$44,407.33          | \$1,359,999.32          |
| 2007 | \$41,426.71    | \$71,461.81              | \$274,776.38       | \$864,410.25   | \$82,963.88  | \$31,285.82 | \$46,183.62          | \$1,412,508.48          |
| 2008 | \$43,083.78    | \$71,461.81              | \$285,767.44       | \$891,728.13   | \$94,910.67  | \$32,274.54 | \$48,030.97          | \$1,467,257.34          |
| 2009 | \$44,807,13    | \$71,461.81              | \$297,198.14       | \$919,093.50   | \$108,577.81 | \$33,264.99 | \$49,952,21          | \$1, <b>524</b> ,355.57 |
| 2010 | \$46,599.41    | \$71,461.81              | \$309,086.06       | \$946,357.73   | \$124,213.02 | \$34,251.77 | \$51,950,29          | \$1,583,920.09          |
| 2011 | \$48,463.39    | \$71,461.81              | \$321,449.51       | \$973,344.61   | \$142,099.69 | \$35,228.51 | \$54,028.31          | \$1,646.075.82          |
| 2012 | \$50,401.93    | <b>\$71.461.81</b>       | \$334,307 49       | \$999,846.05   | \$162,562.05 | \$36,187.68 | \$56,189.44          | \$1,710,956.44          |
| 2013 | \$52,418.00    | \$71,461.81              | \$347,679.79       | \$1.025.617.30 | \$185,970.98 | \$37,120.43 | \$58,437.01          | \$1,778,705.32          |
| 2014 | \$54,514.72    | \$71,461.81              | \$361,586.98       | \$1,050,371.33 | \$212,750.80 | \$38,016.36 | \$60, <b>7</b> 74.50 | \$1,849,476.50          |
| 2015 | \$56,695.31    | \$71,461.81              | \$376,050.46       | \$1,073.772.56 | \$243,386.92 | \$38,863.32 | \$63,205.48          | \$1,923,435.85          |

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INDLL 0

WMA Builds and Operates a Landfill in Waucedah Township 19

p 15000 tpy

|              |                     | Equipment   |               |                | Landfill Capital | Landfill Operation                    | n                   |             |                      |                        |
|--------------|---------------------|-------------|---------------|----------------|------------------|---------------------------------------|---------------------|-------------|----------------------|------------------------|
|              | Administration      | Replacement | Baling        | Transportation | Costs            | /Disposal                             | Recycling           | Composting  | ннж                  | TOTAL                  |
| 96           | <b>\$26,91</b> 0.00 | \$71,461.81 | \$178,489.50  |                |                  | \$673,600.39                          | <b>\$18,890.4</b> 0 | \$21,388.38 | \$30,000.00          | \$1.020,740.48         |
| 97           | \$27,986.40         | \$71,461.81 | \$185,629.08  | \$49,100.31    | \$1,013,095,30   | \$822,275.58                          | \$21,572.10         | \$22,185,27 | \$31,200,00          |                        |
| 98           | \$29,105.86         | \$71,461.81 | \$193.054.24  | \$50,912.47    | \$1,013,095,30   | \$855,166.61                          | \$24,688.49         | \$23,004.07 | \$32,448.00          |                        |
| 9 <b>9</b>   | \$30,270.09         | \$71,461.81 | \$200,776.41  | \$52,773.49    | \$1,013,095.30   | \$889,373.27                          | \$28,280.09         | \$23,844.94 | \$33,745.92          | · · · -•-•             |
| 00           | \$31,480.89         | \$71,461.81 | \$208,807.47  | \$54,686,24    | \$1,013,095.30   | \$924,948.20                          | \$32,352.43         | \$24,709.19 | \$35,095,76          |                        |
| 01           | \$32,740.13         | \$71,461.81 | \$217,159.77  | \$56,646,95    | \$1,013,095.30   | \$961,946.13                          | \$37,011.18         | \$25,595.11 | \$36,499,59          | \$2,396,637,29         |
| :02          | \$34,049.73         | \$71,461.81 | \$225,846.16  | \$58,653,45    | \$1,013,095.30   |                                       | \$42,340,79         | \$26,501,72 | \$37,959.57          | \$2,452,155,97         |
| 103          | \$35,411.72         | \$71,461.81 | \$234,880.01  | \$60,702.85    | \$1,013,095.30   | \$1,040,440.93                        | \$48,437.86         | \$27,427.71 | \$39.477.95          | \$2,510,332.51         |
| ⇒04          | \$36,828.19         | \$71,461.81 | \$244,275.21  | \$62,791.51    | \$1,013,095.30   |                                       | \$55,412.91         | \$28,371.44 |                      | \$2,571,336.16         |
| )05          | \$38,301.32         | \$71,461.81 | \$254,046.21  | \$64,914.82    |                  | \$1,125,340.92                        | \$63,392.37         | \$29,330.83 | \$41.057.07          | \$2,635,352.01         |
| )06          | \$39,833.37         | \$71,461.81 | \$264,208.06  | \$67,067,15    |                  |                                       | \$72,520.87         | \$30,303.33 | \$42,699.35          | \$2,702,582.94         |
| )07          | \$41,426.71         | \$71,461.81 | \$274,776.38  | \$69,241.59    |                  | \$1,217,168.73                        | \$82,963.88         |             | \$44,407.33          | \$2,773,251.77         |
| )0 <b>8</b>  | \$43,083.78         | \$71,461.81 | \$285,767.44  | \$71,429.83    | \$1,013,095.30   |                                       | \$94,910.67         | \$31,285.82 | \$46,183.62          | \$2,847,603.85         |
| .)0 <b>9</b> | \$44.807.13         | \$71,461.81 | \$297,198.14  | \$73,621.87    | \$1.013,095.30   | ,                                     | \$108,577.81        | \$32,274.54 | \$48,030.97          | \$2,925,909.82         |
| 010          | \$46,599.41         | \$71,461.81 | \$309,086.06  | \$75,805.81    | \$1,013,095.30   |                                       | \$124,213.02        | \$33,264,99 | \$49,952.21          | \$3,008,468.95         |
| 011          | \$48,463.39         | \$71,461.81 | \$321,449,51  | \$77,967.53    |                  | · · · · · · · · · · · · · · · · · · · |                     | \$34,251,77 | \$51,950.29          | \$3,095,612.76         |
| 012          | \$50,401.93         | \$71,461.81 | \$334,307.49  | \$80,090.36    |                  |                                       | \$142,099.69        | \$35,228,51 | \$54,028.31          | <b>\$3,187,709</b> ,30 |
| 013          | \$52,418.00         | \$71,461.81 | \$347,679.79  |                | \$1.013.095.30   |                                       | \$162,562.05        | \$36,187.68 | \$56,189,44          | \$3,285,167.92         |
| 014          | \$54,514.72         | \$71.461.81 | \$361,586.98  | \$84,137.58    |                  |                                       | \$185,970.98        | \$37,120,43 | \$58,437.01          | \$3,388,444.78         |
| 015          | \$56,695.31         | \$71,461.81 | \$376,050.46  |                |                  | •••••                                 | \$212,750.80        | \$38,016.36 | \$60,774.50          | \$3,498,049,06         |
| 016          | \$58,963.12         | ••••••      | \$391,092.47  | \$87,746.85    |                  | \$1,665,779,46<br>\$1,732,410,64      | \$243,386.92        | \$38,863,32 | \$63,205.48          | \$3,614,550,13         |
|              |                     |             | 400   (00E-4) | 401,1H0.00     | \$1,013,093,30   | \$1,732,410.64                        | \$278,434.63        | \$39,647,16 | \$65,7 <b>33</b> .69 | \$3.667,123.87         |

## sterial Quantities - 11000 TPY Type II Waste Base Year

|     |      | Waste<br>(tons) | Recylables<br>(tons) | Compost<br>(tons) |
|-----|------|-----------------|----------------------|-------------------|
|     | 1996 | 10 <b>972</b>   | 408                  | 1097              |
|     | 1997 | 10932           | 448                  | 1093              |
|     | 1998 | 10887           | 493                  | 1089              |
|     | 1999 | 10837           | 543                  | 1084              |
|     | 2000 | 10783           | 597                  | 1078              |
|     | 2001 | 10723           | 657                  | 1072              |
|     | 2002 | 10657           | 723                  | 1066              |
|     | 2003 | 10585           | 795                  | 1058              |
|     | 2004 | 10 <b>5</b> 05  | 875                  | 1051              |
|     | 2005 | 10418           | 962                  | 1042              |
|     | 2006 | 10322           | 1058                 | 1032              |
|     | 2007 | 10216           | 116 <b>4</b>         | 1022              |
| /   | 2008 | 10100           | 1280                 | 1010              |
| ų.  | 2009 | 9972            | 1408                 | 997               |
| ``  | 2010 | 9831            | 1549                 | 983               |
|     | 2011 | 9676            | 1704                 | 968               |
|     | 2012 | 9505            | 1875                 | 951               |
|     | 2013 | 9318            | 2062                 | 932               |
|     | 2014 | 9112            | 2268                 | 911               |
|     | 2015 | 8885            | 2495                 | 888               |
| ota | s    | 204235          | 23365                | 20424             |

## Table 11

d Waste Systems Operates the Processing Facility, Recycling and Composting Programs

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|                                                                                                                                              | Administration                                                                                                                                                                                                                                                                               | Equipment<br>Replacement                                                                                                                                                                                                                                                                  | Baler<br>Operation | T & D<br>(incl. Baling)                                                                                                                                                                                                                                                                                        | Recycle                                                                                                                                                                                                                                                                                    | Compost                                                                                                                                                                                                                                                     | НН₩                                                                                                                                                                                                                                                         | Rebate                                                                                                                                                                                                                                                                                                                          | TOTAL                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1996<br>1997<br>1998<br>1999<br>2000<br>2001<br>2002<br>2003<br>2004<br>2005<br>2006<br>2007<br>2008<br>2009<br>2010<br>2011<br>2012<br>2013 | Administration<br>\$11,830.00<br>\$12,303.20<br>\$12,795.33<br>\$13,307.14<br>\$13,839.43<br>\$14,393.00<br>\$14,968.72<br>\$15,567.47<br>\$16,190.17<br>\$16,837.78<br>\$17,511.29<br>\$18,211.74<br>\$18,940.21<br>\$19,697.82<br>\$20,485.73<br>\$21,305.16<br>\$22,157.37<br>\$23,043.66 | Replacement<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81 | Operation          | (incl. Baling)<br>\$493,740.00<br>\$511,617.60<br>\$529,892.06<br>\$548,556.80<br>\$567,640.53<br>\$587,075.97<br>\$606,817.92<br>\$626,810.83<br>\$646,987.17<br>\$667,265.52<br>\$687,548.45<br>\$707,719.99<br>\$727,642.80<br>\$747,154.95<br>\$766,066.12<br>\$784,153.32<br>\$801,156.03<br>\$816,770,51 | Recycle<br>\$18,360,00<br>\$20,966,40<br>\$23,995,30<br>\$27,486,05<br>\$31,444,04<br>\$35,971,99<br>\$41,151,95<br>\$47,077,83<br>\$53,857,04<br>\$61,612,45<br>\$70,484,65<br>\$80,634,44<br>\$92,245,80<br>\$105,529,19<br>\$120,725,39<br>\$138,109,85<br>\$157,997,67<br>\$180,749,33 | \$49.374.00<br>\$51,161.76<br>\$52.989.21<br>\$54.855.68<br>\$56,764.05<br>\$58.707.60<br>\$60,681.79<br>\$62.681.08<br>\$64,698.72<br>\$66,726.55<br>\$68,754.85<br>\$70,772.00<br>\$72,764.28<br>\$74,715.50<br>\$76,606.61<br>\$78,415.33<br>\$80,115.60 | \$30,000.00<br>\$31,200,00<br>\$32,448.00<br>\$33,745.92<br>\$35,095.76<br>\$36,499.59<br>\$37,959.57<br>\$39,477.95<br>\$41,057.07<br>\$42,699.35<br>\$44,407.33<br>\$46,183.62<br>\$48,030.97<br>\$49,952.21<br>\$51,950.29<br>\$54,028.31<br>\$56,189.44 | (\$24,954,40)<br>(\$24,946,40)<br>(\$24,937,40)<br>(\$24,927,40)<br>(\$24,916,54)<br>(\$24,904,59)<br>(\$24,891,45)<br>(\$24,877,00)<br>(\$24,861,10)<br>(\$24,861,10)<br>(\$24,824,37)<br>(\$24,803,21)<br>(\$24,803,21)<br>(\$24,779,93)<br>(\$24,779,93)<br>(\$24,754,32)<br>(\$24,726,15)<br>(\$24,695,17)<br>(\$24,661,08) | \$649.811.41<br>\$673.764.37<br>\$698.644.30<br>\$724.486.01<br>\$751.329.07<br>\$779.205.35<br>\$808.150.31<br>\$838.199.95<br>\$869.390.85<br>\$901.759.87<br>\$935.344.00<br>\$970.180.35<br>\$1,006.305.94<br>\$1,082.569.80<br>\$1,122.778.61<br>\$1,164.416.85 |
| 2014<br>2015                                                                                                                                 | \$23.965.41<br>\$24,924.03                                                                                                                                                                                                                                                                   | \$71,461.81<br>\$71,461.81                                                                                                                                                                                                                                                                |                    | \$818,770,31<br>\$830,643,40<br>\$842,364,30                                                                                                                                                                                                                                                                   | \$206,777.24<br>\$236,553.16                                                                                                                                                                                                                                                               | \$81,677,05<br>\$83,064.34<br>\$84,236.43                                                                                                                                                                                                                   | \$58,437.01<br>\$60,774.50<br>\$63,205.48                                                                                                                                                                                                                   | (\$24,623,59)<br>(\$24,582,35)<br>(\$24,536,99)                                                                                                                                                                                                                                                                                 | \$1,207,515,79<br>\$1,252,104,34<br>\$1,298,208,22                                                                                                                                                                                                                   |

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## TABLE 12

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## d Waste Systems Provides Transportation and Disposal, Only.

|      |                | Equipment   | Baler        |              |              |             |             |                |
|------|----------------|-------------|--------------|--------------|--------------|-------------|-------------|----------------|
|      | Administration | Replacement | Operation    | T&D          | Recycle      | Compost     | ннѡ         | TOTAL          |
| 1996 | \$26,910.00    | \$71,461.81 | \$178,489.50 | \$351,104.00 | \$18,890.40  | \$15,467.53 | \$30,000.00 | \$692,323.24   |
| 1997 | \$27,986,40    | \$71,461.81 | \$185,629.08 | \$363,816.96 | \$21,572.10  | \$16,027.58 | \$31,200.00 | \$717,693.93   |
| 1998 | \$29,105.86    | \$71,461.81 | \$193,054.24 | \$376,812.13 | \$24,688.49  | \$16,600.07 | \$32,448.00 | \$744,170.61   |
| 1999 | \$30,270.09    | \$71,461.81 | \$200,776.41 | \$390,084.84 | \$28,280.09  | \$17,184.79 | \$33,745.92 | \$771,803.95   |
| 2000 | \$31,480.89    | \$71,461.81 | \$208,807.47 | \$403,655,48 | \$32,352.43  | \$17,782.63 | \$35,095.76 | \$800,636.47   |
| 2001 | \$32,740.13    | \$71,461.81 | \$217,159.77 | \$417,476.24 | \$37,011.18  | \$18,391.49 | \$36,499.59 | \$830,740.20   |
| 2002 | \$34,049.73    | \$71,461.81 | \$225,846.16 | \$431,514,96 | \$42,340.79  | \$19,009.95 | \$37,959.57 | \$862,182.97   |
| 2003 | \$35,411.72    | \$71,461.81 | \$234,880.01 | \$445,732.15 | \$48,437.86  | \$19,636.27 | \$39,477.95 | \$895.037.77   |
| 2004 | \$36,828.19    | \$71,461.81 | \$244,275.21 | \$460,079,77 | \$55,412.91  | \$20,268.34 | \$41,057.07 | \$929,383.30   |
| 2005 | \$38,301.32    | \$71,461.81 | \$254,046.21 | \$474,499.93 | \$63,392.37  | \$20,903.61 | \$42,699.35 | \$965,304.61   |
| 2006 | \$39,833.37    | \$71,461.81 | \$264,208.06 | \$488,923.34 | \$72,520.87  | \$21,539.02 | \$44,407.33 | \$1,002,893.81 |
| 2007 | \$41,426.71    | \$71,461.81 | \$274,776.38 | \$503,267.55 | \$82,963.88  | \$22,170.94 | \$46,183.62 | \$1,042,250,88 |
| 2008 | \$43,083.78    | \$71,461.81 | \$285,767.44 | \$517,434.88 | \$94,910,67  | \$22,795.06 | \$48,030.97 | \$1,083,484.61 |
| 2009 | \$44,807,13    | \$71,461.81 | \$297,198.14 | \$531,310.19 | \$108,577.81 | \$23,406.33 | \$49,952.21 | \$1,126,713.61 |
| 2010 | \$46,599.41    | \$71,461.81 | \$309,086.06 | \$544,758.13 | \$124,213.02 | \$23,998.76 | \$51,950.29 | \$1,172,067,48 |
| 2011 | \$48,463.39    | \$71,461.81 | \$321,449.51 | \$557,620.14 | \$142,099.69 | \$24,565.38 | \$54,028.31 | \$1,219,688.22 |
| 2012 | \$50,401.93    | \$71,461.81 | \$334,307.49 | \$569,710.95 | \$162,562.05 | \$25,098.03 | \$56,189.44 | \$1,269,731.69 |
| 2013 |                | \$71,461.81 | \$347,679.79 | \$580,814.59 | \$185,970.98 | \$25,587.19 | \$58,437.01 | \$1,322,369.37 |
| 2014 |                | \$71,461.81 | \$361,586.98 | \$590,679.75 | \$212,750.80 | \$26,021.79 | \$60,774.50 | \$1,377,790.35 |
| 2015 |                | \$71,461.81 | \$376,050.46 | \$599,014.62 | \$243,386.92 | \$26,388.98 | \$63,205.48 | \$1,436,203.56 |

# eat American Disposal Company Transports Waste at Niagara Facility and ovides Recycling at Their Kingsford Facility, the Authority Operates the Compost Site

|      |                    | Equipment   | Baler     |                       |         |                            |                            | G                            |
|------|--------------------|-------------|-----------|-----------------------|---------|----------------------------|----------------------------|------------------------------|
|      | Administration     | Replacement | Operation | T&D                   | Recycle | Compost                    | ннพ                        | TOTAL                        |
| 1996 | <b>\$5,560.00</b>  |             |           | \$488,254.00          |         | \$15,467.53                | <b>\$30,000</b> .00        | \$539,281.53                 |
| 1997 | <b>\$5,782</b> .40 |             |           | \$505,932.96          |         | \$16,027.58                | \$31,200.00                | \$558,942.94                 |
| 1998 | \$6,013.70         |             |           | \$524,004.37          |         | \$16,600.07                | \$32,448.00                | \$579,066.14                 |
| 1999 | \$6,254,24         |             |           | \$542,461.73          |         | \$17,184.79                | \$33,745.92                | \$599,646.68                 |
| 2000 | \$6,504.41         |             |           | \$561, <b>33</b> 3.41 |         | \$17,782.63                | \$35,095.76                | \$620,716.21                 |
| 2001 | \$6,764.59         |             |           | \$580,552.90          |         | \$18,391.49                | \$36,499,59                | \$642,208.57                 |
| 2002 | \$7,035.17         |             |           | \$600,075.50          |         | \$19.009.95                | \$37,959.57                | \$664,080,19                 |
| 2003 | \$7,316.58         |             |           | \$619,846.27          |         | \$19,636.27                | \$39,477,95                | \$686,277.07                 |
| 2004 | \$7,609.24         |             |           | \$639,798.42          |         | \$20,268.34                | \$41,057.07                |                              |
| 2005 | \$7,913.61         |             |           | \$659,851.46          |         | \$20,903.61                | \$42,699.35                | \$708,733.08                 |
| 2006 | \$8,230.16         |             |           | \$679,909.02          |         | \$21,539.02                |                            | \$731,368.04                 |
| 2007 | \$8,559.36         |             |           | \$699,856.43          |         | \$22,170.94                | \$44,407.33                | \$754,085.53                 |
| 2008 | \$8,901,74         |             |           | \$719.557.88          |         | \$22,795.06                | \$46,183.62                | \$776,770.35                 |
| 2009 | \$9.257.81         |             |           | \$738,853.23          |         | \$23,406.33                | \$48.030.97                | \$799,285.65                 |
| 2010 | \$9,628,12         |             |           | \$757,554.27          |         |                            | \$49,952.21                | \$821,469.57                 |
| 2011 | \$10,013.25        |             |           | \$775,440.50          |         | \$23,998.76<br>\$24,565,28 | \$51,950.29                | \$843,131.45                 |
| 2012 | \$10,413.78        |             |           | \$792,254.29          |         | \$24,565.38                | \$54,028.31                | \$864,047.44                 |
| 2013 | \$10,830.33        |             |           | \$807,695.28          |         | \$25,098.03                | \$56,189.44                | \$883,955.54                 |
| 2014 | \$11,263.54        |             |           | \$821,414.03          |         | \$25,587.19                | \$58,437.01                | <b>\$902,54</b> 9.82         |
| 2015 | \$11,714.08        |             |           | \$833,004.70          |         | \$26,021.79<br>\$26,388.98 | \$60,774.50<br>\$63,205.48 | \$919,473.86<br>\$934,313.23 |

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### TABLE 14

eat American Disposal Company Builds Transfer Station at Processing Facility a, Operates Recycling and Composting Programs

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|      |                   | Equipment   | Baler     |              |         |         |             |              |
|------|-------------------|-------------|-----------|--------------|---------|---------|-------------|--------------|
|      | Administration    | Replacement | Operation | Τ&D          | Recycle | Compost | НН₩         | TOTAL        |
| 1996 | \$5,560.00        |             |           | \$514,038.20 |         |         | \$30,000.00 | \$549,598.20 |
| 1997 | \$5,782.40        |             |           | \$532,650.77 |         |         | \$31,200.00 | \$569,633.17 |
| 1998 | \$6,013,70        |             |           | \$551,676.52 |         |         | \$32,448.00 | \$590,138,21 |
| 1999 | \$6,254.24        |             |           | \$571,108.58 |         |         | \$33,745.92 | \$611,108.75 |
| 2000 | \$6,504.41        |             |           | \$590,976.86 |         |         | \$35,095.76 |              |
| 2001 | \$6,764.59        |             |           | \$611,211.31 |         |         | \$36,499.59 | \$632,577,03 |
| 2002 | \$7,035.17        |             |           | \$631,764.88 |         |         | \$37,959.57 | \$654,475,49 |
| 2003 | \$7,316.58        |             |           | \$652,579.72 |         |         |             | \$676,759,62 |
| 2004 | \$7,609.24        |             |           | \$673,585.53 |         |         | \$39.477.95 | \$699.374.26 |
| 2005 | \$7,913.61        |             |           | \$694,697.55 |         |         | \$41,057.07 | \$722,251.85 |
| 2006 | \$8,230.16        |             |           | \$715,814.33 |         |         | \$42,699.35 | \$745,310.52 |
| 2007 | \$8,559.36        |             |           | \$736,815.14 |         |         | \$44,407.33 | \$768,451.82 |
| 2008 | \$8,901.74        |             |           |              |         |         | \$46,183.62 | \$791,558.13 |
| 2009 | \$9,257.81        |             |           | \$757,557.01 |         |         | \$48,030.97 | \$814,489.71 |
| 2010 |                   |             |           | \$777,871.32 |         |         | \$49,952.21 | \$837,081.34 |
| 2010 | • - • - • • • • = |             |           | \$797,559.94 |         |         | \$51,950.29 | \$859,138,36 |
|      | \$10,013.25       |             |           | \$816,390.73 |         |         | \$54,028.31 | \$880,432.28 |
| 2012 | · · · · · · · · · | ·           |           | \$834,092.44 |         |         | \$56,189.44 | \$900,695.65 |
| 2013 |                   |             |           | \$850,348.85 |         |         | \$58,437.01 | \$919,616.20 |
| 2014 |                   |             |           | \$864,792.07 |         |         | \$60,774.50 | \$936,830,11 |
| 2015 | \$11,714.08       |             |           | \$876,994.84 |         |         | \$63,205.48 | \$951,914.39 |

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eat American Disposal Company Provides Transportation and Disposal, only

| <b>19</b> 96         | Administration<br>\$26,910.00             | Equipment<br>Replacement                  | Baler<br>Operation                           | T&D                                          | Recycle                                   | Compost                                   | ннм                                 | G<br>TOTAL                       |
|----------------------|-------------------------------------------|-------------------------------------------|----------------------------------------------|----------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------|----------------------------------|
| 1997<br>1998         | \$27,986.40<br>\$29,105.86                | \$71,461.81<br>\$71,461.81<br>\$71,461.81 | \$178,489.50<br>\$185,629.08                 | \$427,359.40<br>\$442,833.46                 | \$18,890.40<br>\$21,572.10                | \$15,467.53<br>\$16,027.58                | \$30,000.00<br>\$31,200.00          | \$768.578.64<br>\$796,710.43     |
| 1998<br>1999<br>2000 | <b>\$3</b> 0, <b>27</b> 0.09              | \$71,461.81<br>\$71,461.81                | \$193,054.24<br>\$200,776.41                 | \$458,651.02<br>\$474,806,39                 | \$24,688,49<br>\$28,280,09                | \$16,600,07<br>\$17,184,79                | \$32,448.00<br>\$33,745.92          | \$826,009.50<br>\$856,525.50     |
| 2000<br>2001<br>2002 | \$31,480.89<br>\$32,740,13<br>\$34,049,73 | \$71,461.81<br>\$71,461.81<br>\$71,461.81 | \$208,807,47<br>\$217,159.77                 | \$491,324.41<br>\$508,146.86                 | \$32,352,43<br>\$37,011,18                | \$17,782.63<br>\$18,391.49                | \$35,095.76<br>\$36,499,59          | \$888.305.40<br>\$921.410.82     |
| 2003<br>2004         | \$35,411.72<br>\$36,828.19                | \$71,461.81<br>\$71,461.81<br>\$71,461.81 | \$225,846.16<br>\$234,880.01<br>\$244,275,21 | \$525,234.62<br>\$542,539.60                 | \$42.340.79<br>\$48,437.86                | \$19,009.95<br>\$19,636.27                | \$37,959.57<br>\$39,477.95          | \$955,902.63<br>\$991,845,22     |
| 2005<br>2006         | \$38,301.32<br>\$39,833.37                | \$71,461.81<br>\$71,461.81<br>\$71,461.81 | \$254,046.21<br>\$254,046.21<br>\$264,208.06 | \$560,003.34<br>\$577,555.38<br>\$595,111.38 | \$55,412.91<br>\$63,392.37<br>\$72,520.07 | \$20,268.34<br>\$20,903.61                | \$41.057.07<br>\$42.699. <b>3</b> 5 | \$1,029,306.87<br>\$1,068,360.06 |
| 2007<br>2008         | \$41,426.71<br>\$43,083.78                | \$71,461.81<br>\$71,461.81                | \$274,776.38<br>\$285,767,44                 | \$612,570.97<br>\$629,815.27                 | \$72,520,87<br>\$82,963,88<br>\$94,910,67 | \$21,539,02<br>\$22,170,94                | \$44,407,33<br>\$46,183,62          | \$1,109,081,84<br>\$1,151,554,30 |
| 2009<br>2010         | \$44,807.13<br>\$46,599.41                | \$71,461.81<br>\$71,461.81                | \$297,198.14<br>\$309,086.06                 | \$646,704.12<br>\$663,072,78                 | \$108,577,81<br>\$124,213.02              | \$22,795.06<br>\$23,406.33                | \$48,030.97<br>\$49,952.21          | \$1.195,865.00<br>\$1.242,107,54 |
| 2011<br>2012         | \$48,463.39<br>\$50,401.93                | \$71,461.81<br>\$71,461.81                | \$321,449.51<br>\$334,307.49                 | \$678,728.26<br>\$693,445.05                 | \$142,099.69<br>\$162,562.05              | \$23,998.76<br>\$24,565.38<br>\$25,000.00 | \$51,950,29<br>\$54,028,31          | \$1.290.382.14<br>\$1.340.796.35 |
| 2013<br>2014         | \$52,418.00<br>\$54,514.72                | \$71,461.81<br>\$71,461.81                | \$347,679.79<br>\$361,586.98                 | \$706,960.25<br>\$718,968.01                 | \$185,970.98<br>\$212,750.80              | \$25,098.03<br>\$25,587.19<br>\$26,021.79 | \$56,189,44<br>\$58,437,01          | \$1,393,465.79<br>\$1,448,515.04 |
| 2015                 | \$56,695.31                               | \$71,461.81                               | \$376,050.46                                 | \$729,113,10                                 | \$243,386.92                              | \$26,388.98                               | \$60,774.50<br>\$63,205,48          | \$1,506.078.61<br>\$1,566,302.05 |

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SWMA Builds and Operates a Landfill in Waucedah Township 11000 TPY

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|                  |                | Equipment   |              | Ł                  | andfill Capital I     | _andfill Operation    | n                   |             |                     |                       |
|------------------|----------------|-------------|--------------|--------------------|-----------------------|-----------------------|---------------------|-------------|---------------------|-----------------------|
|                  | Administration | Replacement | Baling       | Transportation     | Costs                 | /Disposal             | Recycling           | Composting  | HHW                 | TOTAL                 |
| 9 <b>96</b>      | \$26,910.00    | \$71,461.81 | \$178,489.50 |                    |                       | \$487,130.47          | \$18,890,40         | \$15,467.53 | \$30,000.00         | \$828, <b>3</b> 49.70 |
| 9 <b>97</b>      | \$27,986.40    | \$71,461.81 | \$185,629.08 | \$35,472.15        | \$895,319.96          | \$ <b>822,27</b> 5.58 | <b>\$21,572</b> .10 | \$16,027.58 | \$31,200.00         | \$2,106,944.67        |
| 9 <b>98</b>      | \$29,105.86    | \$71,461.81 | \$193,054.24 | \$36,739.18        | \$895,319.96          | \$855,166.61          | \$24,688.49         | \$16,600.07 | \$32,448.00         | \$2,154,584.23        |
| 99 <b>9</b>      | \$30,270.09    | \$71,461.81 | \$200,776.41 | \$38,033.27        | \$895,319.96          | \$889,373.27          | <b>\$28,28</b> 0.09 | \$17,184.79 | \$33,745.92         | \$2,204,445.62        |
| 000              | \$31,480.89    | \$71,461.81 | \$208,807.47 | \$39,356.41        | \$ <b>895,</b> 319.96 | \$924,948.20          | \$32,352.43         | \$17,782.63 | \$35,095.76         | \$2,256,605.56        |
| 001              | \$32,740.13    | \$71,461.81 | \$217,159.77 | \$40,703.93        | \$895,319.96          | \$961,946,13          | \$37,011.18         | \$18,391.49 | \$36,499.59         | \$2,311,233.98        |
| 00 <b>2</b>      | \$34,049.73    | \$71,461.81 | \$225,846.16 | \$42,072.71        | \$895,319.96          | \$1,000,423.98        | \$42,340.79         | \$19,009.95 | \$37,959.57         | \$2,368,484.66        |
| 003              | \$35,411.72    | \$71,461.81 | \$234,880.01 | <b>\$43,458.88</b> | \$895,319.96          | \$1,040,440.93        | \$48,437.86         | \$19,636.27 | <b>\$39,47</b> 7.95 | \$2,428,525.40        |
| 004              | \$36,828.19    | \$71,461.81 | \$244,275.21 | \$44,857.78        | \$895,319.96          | \$1,082,058.57        | \$55,412.91         | \$20,268.34 | \$41,057.07         | \$2,491,539.84        |
| <sup>1</sup> 005 | \$38,301.32    | \$71,461.81 | \$254,046.21 | \$46,263.74        | \$895,319.96          | \$1,125,340.92        | \$63,392.37         | \$20,903.61 | \$42,699.35         | \$2,557,729.30        |
| :006             | \$39,833.37    | \$71,461.81 | \$264,208.06 | \$47,670.03        | \$895,319.96          | \$1,170,354.55        | \$72,520.87         | \$21,539.02 | \$44,407.33         | \$2,627,315.00        |
| 100 <b>7</b>     | \$41,426.71    | \$71,461.81 | \$274,776.38 | \$49,068.59        | \$895,319.96          | \$1,217,168.73        | \$82,963.88         | \$22,170.94 | \$46,183.62         | \$2,700,540.62        |
| 2008             | \$43,083.78    | \$71,461.81 | \$285,767.44 | \$50,449.90        | \$895,319.96          | \$1,265,855.48        | \$94,910.67         | \$22,795.06 | \$48,030.97         | \$2,777,675.08        |
| 2009             | \$44,807.13    | \$71,461.81 | \$297,198.14 | \$51,802.74        | \$895,319.96          | \$1,316,489.70        | \$108,577,81        | \$23,406.33 | \$49,952.21         | \$2,859,015.83        |
| 2010             | \$46,599.41    | \$71,461.81 | \$309,086.06 | \$53,113.92        | \$895,319.96          | \$1,369,149.29        | \$124,213.02        | \$23,998.76 | \$51,950.29         | \$2,944,892.53        |
| 2011             | \$48,463.39    | \$71,461.81 | \$321,449.51 | \$54,367.96        | \$895,319,96          | \$1,423,915.26        | \$142,099.69        | \$24,565.38 | \$54,028.31         | \$3,035,671.27        |
| 2012             | \$50,401.93    | \$71,461.81 | \$334,307.49 | \$55,546.82        | \$895,319.96          | \$1,480,871.87        | \$162,562.05        | \$25,098.03 | \$56,189.44         | \$3,131,759.39        |
| 2013             | \$52,418.00    | \$71,461.81 | \$347,679,79 | \$56,629.42        | \$895,319,96          | \$1,540,106.75        | \$185,970.98        | \$25,587,19 | \$58,437.01         | \$3,233,610.92        |
| 2014             |                |             | \$361,586.98 | \$57,591.28        | \$895,319.96          | \$1.601,711.02        | \$212,750.80        | \$26,021.79 | \$60,774.50         |                       |
| 2015             | \$56,695.31    | \$71,461.81 | \$376,050.46 | \$58,403.93        | \$895,319.96          | \$1,665,779.46        | \$243,386.92        | \$26,388.98 | \$63,205,48         | \$3,456,692.29        |
| 2016             |                |             | \$391,092.47 |                    | \$895,319.96          |                       | \$278,434.63        |             | \$65,733.69         | \$3,507,662.73        |

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## laterial Quantities - 13000 TPY Type II Waste Base Year

|       | Waste<br>(tons) | Recylables<br>(tons) | Compost<br>(tons) |
|-------|-----------------|----------------------|-------------------|
| 1996  | 13000           | 408                  | 1300              |
| 1997  | 12960           | 448                  | 1296              |
| 1998  | 12915           | 493                  | 1292              |
| 1999  | 12865           | 543                  | 1287              |
| 2000  | 12811           | 597                  | 1281              |
| 2001  | 12751           | 657                  | 1275              |
| 2002  | 12685           | 723                  | 1269              |
| 2003  | 12613           | 795                  | 1261              |
| 2004  | 12533           | 875                  | 1253              |
| 2005  | 12446           | 962                  | 1245              |
| 2006  | 12350           | 1058                 | 1235              |
| 2007  | 12244           | 1164                 | 1224              |
| 2008  | 12128           | 1280                 | 1213              |
| 2009  | 12000           | 1408                 | 1200              |
| 2010  | 11859           | 1549                 | 1186              |
| 2011  | 11704           | 1704                 | 1170              |
| 2012  | 11533           | 1875                 | 1153              |
| 2013  | 11346           | 2062                 | 1135              |
| 2014  | 11140           | 2268                 | 1114              |
| 2015  | 10913           | 2495                 | 1091              |
| otais | 244795          | <b>2336</b> 5        | 24480             |

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## Waste Systems Operates Processing Facility, Recycling and Composting Programs

|      |                | Equipment   | Baler     | T&D            |              |              |             |               | i               |
|------|----------------|-------------|-----------|----------------|--------------|--------------|-------------|---------------|-----------------|
|      | Administration | Replacement | Operation | (incl. Baling) | Recycle      | Compost      | HHW         | Rebate        | TOTAL.          |
| 1996 | \$11,830.00    | \$71,461.81 |           | \$585,000.00   | \$18,360.00  | \$58,500.00  | \$30,000.00 | (\$29,416.00) | \$745,7:35.8    |
| 1997 | \$12,303.20    | \$71,461.81 |           | \$606,528.00   | \$20,966.40  | \$60,652.80  | \$31,200.00 | (\$29,408.00) | \$773,704.2     |
| 1998 | \$12,795,33    | \$71,461.81 |           | \$628,598.88   | \$23,995.30  | \$62,859.89  | \$32,448.00 | (\$29,399.00) | \$802,760.20    |
| 1999 | \$13,307.14    | \$71,461.81 |           | \$651,211.89   | \$27,486.05  | \$65,121,19  | \$33,745.92 | (\$29,389.00) | \$832,945.00    |
| 2000 | \$13,839,43    | \$71,461.81 |           | \$674,401.82   | \$31,444.04  | \$67,440.18  | \$35,095.76 | (\$29,378.14) | \$864,304.90    |
| 2001 | \$14,393.00    | \$71,461.81 |           | \$698,107.71   | \$35,971,99  | \$69,810,77  | \$36,499.59 | (\$29,366.19) | \$896,878.6     |
| 2002 | \$14,968.72    | \$71,461.81 |           | \$722,290.93   | \$41,151.95  | \$72,229.09  | \$37,959.57 | (\$29,353.05) | \$930,709.00    |
| 2003 | \$15,567,47    | \$71,461.81 |           | \$746,902.77   | \$47,077.83  | \$74,690.28  | \$39,477.95 | (\$29,338.60) | \$965.839.5     |
| 2004 | \$16,190,17    | \$71,461.81 |           | \$771,882.78   | \$53,857.04  | \$77,188.28  | \$41,057.07 | (\$29,322.70) | \$1,002,314,41  |
| 2005 | \$16,837.78    | \$71,461.81 |           | \$797,156.96   | \$61,612,45  | \$79,715,70  | \$42,699.35 | (\$29,305.21) | \$1,040,178.8   |
| 2006 | \$17,511.29    | \$71,461.81 |           | \$822,635,54   | \$70,484.65  | \$82,263.55  | \$44,407.33 | (\$29,285.97) | \$1,079,478.2   |
| 2007 | \$18,211.74    | \$71,461.81 |           | \$848,210.56   | \$80,634,44  | \$84,821.06  | \$46,183.62 | (\$29,264.81) | \$1,120.258.4;  |
| 2008 | \$18,940.21    | \$71,461.81 |           | \$873,753.00   | \$92,245.80  | \$87,375.30  | \$48,030.97 | (\$29,241.53) | \$1,162,565.5   |
| 2009 |                | \$71,461.81 |           | \$899,109.56   | \$105,529.19 | \$89,910.96  | \$49,952.21 | (\$29,215.92) | \$1,206,445.6;  |
| 2010 |                | \$71,461.81 |           | \$924,098.91   | \$120,725.39 | \$92,409.89  | \$51,950.29 | (\$29,187.75) | \$1,251,944.2   |
| 2011 | \$21,305.16    | \$71,461.81 |           | \$948,507,42   | \$138,109.85 | \$94,850,74  | \$54,028.31 | (\$29,156.77) | \$1,299,106.50  |
| 2012 |                | \$71,461.81 |           | \$972,084.30   | \$157.997.67 | \$97,208.43  | \$56,189.44 | (\$29,122.68) | \$1,347,976.3   |
| 2013 |                | \$71,461.81 |           | \$994,535.91   | \$180,749.33 | \$99,453.59  | \$58,437.01 | (\$29,085.19) | \$1,398,596.10  |
| 2014 | ••             | \$71,461.81 |           | \$1,015,519,42 | \$206,777.24 | \$101,551,94 | \$60,774.50 | (\$29.043.95) | \$1,451,006.30  |
| 2015 |                | \$71,461.81 |           | \$1,034.635.36 | \$236,553,16 | \$103,463,54 | \$63,205,48 | (\$28,998.59) | \$1,505,2:44.71 |

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ted Waste Systems Provides Transportation and Disposal, Only

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|                                                                                                                                                      | Administration                                                                                                                                                                                                                                                                                           | Equipment<br>Replacement                                                                                                                                                                                                                                                                                                                                             | Baler<br>Operation                                                                                                                                                                                                                                                                                           | Τ&D                                                                                                                                                                                                                                                                                                          | Recycle                                                                                                                                                                                                                                                                                         | Compost                                                                                                                                                                                                                                                                                   | ннж                                                                                                                                                                                                                                                                        | TOTAL                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1996<br>1997<br>1998<br>1999<br>2000<br>2001<br>2002<br>2003<br>2004<br>2005<br>2006<br>2007<br>2008<br>2009<br>2010<br>2011<br>2012<br>2013<br>2014 | \$26,910.00<br>\$27,986.40<br>\$29,105.86<br>\$30,270.09<br>\$31,480.89<br>\$32,740.13<br>\$34,049.73<br>\$35,411.72<br>\$36,828.19<br>\$38,301.32<br>\$39,833.37<br>\$41,426.71<br>\$43,083.78<br>\$44,807.13<br>\$46,599.41<br>\$48,463.39<br>\$50,401.93<br>\$50,401.93<br>\$52,418.00<br>\$54,514.72 | \$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81 | \$178.489.50<br>\$185.629.08<br>\$193,054.24<br>\$200,776.41<br>\$208.807.47<br>\$217.159.77<br>\$225.846.16<br>\$234.880.01<br>\$244.275.21<br>\$254.046.21<br>\$264.208.06<br>\$274.776.38<br>\$285.767.44<br>\$297.198.14<br>\$309.086.06<br>\$321.449.51<br>\$334.307.49<br>\$347.679.79<br>\$361.586.98 | \$416,000.00<br>\$431,308.80<br>\$447,003.65<br>\$463,084.01<br>\$479,574.63<br>\$496,432.15<br>\$513,629.11<br>\$531,130.86<br>\$548,894.42<br>\$566,867.17<br>\$584,985,28<br>\$603,171.96<br>\$621,335.47<br>\$639,366.80<br>\$657,137.00<br>\$674,494.17<br>\$691,259.94<br>\$707,225.54<br>\$722,147.14 | \$18,890,40<br>\$21,572,10<br>\$24,688,49<br>\$28,280,09<br>\$32,352,43<br>\$37,011,18<br>\$42,340,79<br>\$48,437,86<br>\$55,412,91<br>\$63,392,37<br>\$72,520,87<br>\$82,963,88<br>\$94,910,67<br>\$108,577,81<br>\$124,213,02<br>\$142,099,69<br>\$162,562,05<br>\$185,970,98<br>\$212,750,80 | \$18.326.45<br>\$19.000.87<br>\$19.692.29<br>\$20,400.69<br>\$21,127.17<br>\$21,869.81<br>\$22,627.41<br>\$23,398.43<br>\$24,180.98<br>\$24,972.75<br>\$25,770.93<br>\$26,572.12<br>\$27,372.30<br>\$28,166.65<br>\$28,949.50<br>\$29,714.15<br>\$30,452.75<br>\$31,156.10<br>\$31,813.45 | \$30,000,00<br>\$31,200,00<br>\$32,448,00<br>\$33,745,92<br>\$35,095,76<br>\$36,499,59<br>\$37,959,57<br>\$39,477,95<br>\$41,057,07<br>\$42,699,35<br>\$44,407,33<br>\$46,183,62<br>\$48,030,97<br>\$49,952,21<br>\$51,950,29<br>\$54,028,31<br>\$56,189,44<br>\$58,437,01 | \$760.078.16<br>\$788.159.05<br>\$817,454.34<br>\$848.019.03<br>\$879.900.15<br>\$913.174.43<br>\$947.914.57<br>\$984.198.63<br>\$1.022.110.60<br>\$1.061.740.99<br>\$1.103.187.65<br>\$1.146.556.48<br>\$1.191.962.44<br>\$1.239.530.54<br>\$1.289.397.10<br>\$1.341.711.02<br>\$1.396.635.40<br>\$1.454.349.23 |
| 2015                                                                                                                                                 | \$56,695.31                                                                                                                                                                                                                                                                                              | \$71,461.81                                                                                                                                                                                                                                                                                                                                                          | \$376,050,46                                                                                                                                                                                                                                                                                                 | \$735,740.70                                                                                                                                                                                                                                                                                                 | \$243,386.92                                                                                                                                                                                                                                                                                    | \$32,412.30                                                                                                                                                                                                                                                                               | \$60,774,50<br>\$63,205,48                                                                                                                                                                                                                                                 | \$1,515,049.40<br>\$1,578,952.97                                                                                                                                                                                                                                                                                 |

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# reat American Disposal Company Transports Waste at Niagara Facility and rovides Recycling at Their Kingsford Facility, the Authority Operates the Compost Site

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|              |                    | Equipment   | Baler     |                |         |             |             | TOTAL          |
|--------------|--------------------|-------------|-----------|----------------|---------|-------------|-------------|----------------|
|              | Administration     | Replacement | Operation | T&D            | Recycle | Compost     | НН₩         |                |
| 1996         | <b>\$5,56</b> 0.00 |             |           | \$578,500.00   |         | \$18,326.45 | \$30,000.00 | \$632,386.45   |
| 1997         | \$5,782.40         |             |           | \$599,788.80   |         | \$19,000.87 | \$31,200.00 | \$655,772.07   |
| 1998         | \$6,013.70         |             |           | \$621,614.45   |         | \$19,692.29 | \$32,448.00 | \$679,768.43   |
| 1999         | \$6,254,24         |             |           | \$643,976.20   |         | \$20,400.69 | \$33,745.92 | \$704,377.06   |
| <b>2</b> 000 | \$6,504.41         |             |           | \$666,908.46   |         | \$21,127.17 | \$35,095.76 | \$729,635.80   |
| 2001         | \$6,764.59         |             |           | \$690,350.96   |         | \$21,869.81 | \$36,499.59 | \$755,484.95   |
| 2002         | \$7,035,17         |             |           | \$714,265.48   |         | \$22,627 41 | \$37,959.57 | \$781,887.63   |
| 2003         | \$7,316,58         |             |           | \$738,603.85   |         | \$23,398.43 | \$39,477.95 | \$808,796.81   |
| 2004         | \$7,609.24         |             |           | \$763,306,31   |         | \$24,180.98 | \$41,057.07 | \$836,153.60   |
| 2005         | \$7,913.61         |             |           | \$788,299.66   |         | \$24,972.75 | \$42,699.35 | \$863,885.38   |
| 2006         | \$8,230.16         |             |           | \$813,495.15   |         | \$25,770.93 | \$44,407.33 | \$891,903.56   |
| 2007         | \$8,559,36         |             |           | \$838,786.00   |         | \$26,572,12 | \$46,183.62 | \$920,101.11   |
| 2008         | \$8,901.74         |             |           | \$864,044.64   |         | \$27,372.30 | \$48,030.97 | \$948,349.64   |
| 2009         | \$9,257.81         |             |           | \$889,119.45   |         | \$28,166.65 | \$49,952.21 | \$976,496.12   |
| <b>2</b> 010 | \$9,628.12         |             |           | \$913,831.14   |         | \$28,949.50 | \$51,950.29 | \$1,004,359.06 |
| 2011         | \$10,013.25        |             |           | \$937,968.45   |         | \$29,714.15 | \$54,028.31 | \$1,031,724.15 |
| 2012         | \$10,413.78        |             |           | \$961,283.36   |         | \$30,452.75 | \$56,189,44 | \$1,058,339,32 |
| 2013         | \$10,830.33        |             |           | \$983,485.51   |         | \$31,156,10 | \$58,437.01 | \$1,083,908.95 |
| 2014         | \$11,263.54        |             |           | \$1,004,235.87 |         | \$31,813.45 | \$60,774.50 | \$1,108,087.36 |
| <b>2</b> 015 | \$11,714.08        |             |           | \$1,023,139.41 |         | \$32,412.30 | \$63,205.48 | \$1,130,471.27 |

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at American Disposal Company Builds Transfer Station at Processing Facility • Operates Recycling and Composting Programs

|               |                | Equipment   | Baler     |                      |         |         |                          | TOTAL          |
|---------------|----------------|-------------|-----------|----------------------|---------|---------|--------------------------|----------------|
|               | Administration | Replacement | Operation | T&D                  | Recycle | Compost | HHW                      |                |
| 1996          | \$5,560.00     |             |           | <b>\$609,0</b> 50.00 |         |         | \$30.000.00              | \$644,610.00   |
| 1 <b>9</b> 97 | \$5,782.40     |             |           | \$631,463.04         |         |         | \$31,200.00              | \$668,445.44   |
| 1998          | \$6,013.70     |             |           | \$654,441.28         |         |         | \$32,448.00              | \$692,902.97   |
| 1999          | \$6,254.24     |             |           | \$677,983.94         |         |         | \$33,745.92              | \$717,984,10   |
| 2000          | \$6,504.41     |             |           | \$702,127.23         |         |         | \$35,095.76              | \$743,727 40   |
| 2001          | \$6,764.59     |             |           | \$726,807.69         |         |         | \$36,499.59              | \$770,071.87   |
| 2002          | \$7,035,17     |             |           | \$751,985.11         |         |         | \$37,959.57              | \$796,979.86   |
| 2003          | \$7,316.58     |             |           | \$777,608.77         |         |         | \$39,477.95              | \$824,403.30   |
| 2004          | \$7,609.24     |             |           | \$803,615,74         |         |         | \$41,057.07              | \$852,282.06   |
| 2005          | \$7,913.61     |             |           | \$829,928.97         |         |         | \$42,699.35              | \$880,541,94   |
| 2006          | \$8,230,16     |             |           | \$856,455.01         |         |         | \$44,407.33              | \$909,092.49   |
| 2007          | \$8,559.36     |             |           | \$883,081.44         |         |         | \$46,183.62              | \$937,824.43   |
| 2008          | \$8,901.74     |             |           | \$909,673.96         |         |         | \$48,030.97              | \$966,606.67   |
| 2009          | \$9,257.81     |             |           | \$936,072.95         |         |         | \$49,952.21              | \$995,282.97   |
| 2010          | \$9,628.12     |             |           | \$962,089.64         |         |         | \$51,950,29              | \$1,023,668.06 |
| 2011          | \$10,013.25    |             |           | \$987,501.62         |         |         | \$54,028.31              | \$1,051,543.17 |
| 2012          | \$10,413.78    |             |           | \$1,012,047.76       |         |         | \$56,189.44              | \$1,078,650.97 |
| 2013          | \$10,830.33    |             |           | \$1,035,422.39       |         |         | \$58,437.01              | \$1,104,689.73 |
| 2014          | \$11,263.54    |             |           | \$1,057,268.55       |         |         | \$60,774. <del>5</del> 0 | \$1,129,306.58 |
| 2015          | \$11,714.08    |             |           | \$1,077,170.37       |         |         | \$63,205,48              | \$1,152,089.93 |

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## at American Disposal Provides Transportation and Disposal, Only

|                                                                                                                                                              | Administration                                                                                                                                                                                                                                                                            | Equipment<br>Replacement                                                                                                                                                                                                                                                                                 | Baler<br>Operatioon                                                                                                                                                                                                                                                                                          | T&D                                                                                                                                                                                                                                                                                                                                                            | Recycle                                                                                                                                                                                                                                                                         | Compost                                                                                                                                                                                                                                                                    | ннж                                                                                                                                                                                                                                                                        | TOTAL                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1996<br>1997<br>1998<br>1999<br>2000<br>2001<br>2002<br>2003<br>2004<br>2005<br>2006<br>2007<br>2008<br>2007<br>2008<br>2010<br>2011<br>2012<br>2013<br>2014 | \$26,910.00<br>\$27,986.40<br>\$29,105.86<br>\$30,270.09<br>\$31,480.89<br>\$32,740.13<br>\$34,049.73<br>\$35,411.72<br>\$36,828.19<br>\$38,301.32<br>\$39,833.37<br>\$41,426.71<br>\$43,083.78<br>\$44,807.13<br>\$46,599.41<br>\$48,463.39<br>\$50,401.93<br>\$52,418.00<br>\$54,514.72 | \$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81<br>\$71,461.81 | \$178,489.50<br>\$185,629.08<br>\$193,054.24<br>\$200,776.41<br>\$208,807,47<br>\$217,159.77<br>\$225,846.16<br>\$234,880.01<br>\$244,275.21<br>\$254,046.21<br>\$264,208.06<br>\$274,776.38<br>\$285,767,44<br>\$297,198.14<br>\$309,086.06<br>\$321,449.51<br>\$334,307,49<br>\$347,679,79<br>\$361,586.98 | \$506,350.00<br>\$524,983,68<br>\$544,087,25<br>\$563,660.07<br>\$583,732,24<br>\$604,251.01<br>\$625,182.93<br>\$646,485,84<br>\$668,107,43<br>\$668,107,43<br>\$668,9,983,64<br>\$712,036,77<br>\$734,173,36<br>\$756,281,77<br>\$734,173,36<br>\$756,281,77<br>\$778,229,28<br>\$799,858,94<br>\$820,985,87<br>\$841,392,96<br>\$860,826,08<br>\$878,988,47 | \$18,890.40<br>\$21,572,10<br>\$24,688,49<br>\$28,280.09<br>\$32,352,43<br>\$37,011.18<br>\$42,340.79<br>\$48,437,86<br>\$55,412,91<br>\$63,392,37<br>\$72,520,87<br>\$82,963,88<br>\$94,910,67<br>\$108,577,81<br>\$124,213,02<br>\$142,099,69<br>\$162,562,05<br>\$185,970,98 | \$18.326.45<br>\$19.000.87<br>\$19.692.29<br>\$20.400.69<br>\$21,127.17<br>\$21,869.81<br>\$22,627.41<br>\$23,398.43<br>\$24,180.98<br>\$24,972.75<br>\$25,770.93<br>\$26,572.12<br>\$27,372.30<br>\$28,166.65<br>\$28,949.50<br>\$29,714.15<br>\$30,452.75<br>\$31,156.10 | \$30,000.00<br>\$31,200.00<br>\$32,446.00<br>\$33,745.92<br>\$35,095.76<br>\$36,499.59<br>\$37,959.57<br>\$39,477.95<br>\$41,057.07<br>\$42,699.35<br>\$44,407.33<br>\$46,183.62<br>\$48,030.97<br>\$49,952.21<br>\$51,950.29<br>\$54,028.31<br>\$56,189.44<br>\$58,437.01 | \$850,428.16<br>\$881,833.93<br>\$914,537.94<br>\$948,595.09<br>\$984,057.77<br>\$1,020,993.29<br>\$1,059,468.39<br>\$1,099,553.62<br>\$1,141,323.60<br>\$1,184,857.46<br>\$1,230,239.14<br>\$1,277,557.89<br>\$1,326,908.73<br>\$1,378,393.02<br>\$1,432,119.04<br>\$1,488,202.72<br>\$1,546,768.42<br>\$1,607,949.77 |
| 2015                                                                                                                                                         | \$56,695.31                                                                                                                                                                                                                                                                               | \$71,461.81                                                                                                                                                                                                                                                                                              | \$376,050.46                                                                                                                                                                                                                                                                                                 | \$895,534,38                                                                                                                                                                                                                                                                                                                                                   | \$212,750,80<br>\$243,386,92                                                                                                                                                                                                                                                    | \$31,813.45<br>\$32,412.30                                                                                                                                                                                                                                                 | \$60,774.50<br>\$63,205.48                                                                                                                                                                                                                                                 | \$1,671,890.73<br>\$1,738,746.66                                                                                                                                                                                                                                                                                       |

WMA Builds and Operates a Landfill in Waucedah Township 13000 TPY

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|             |                    | Equipment   |              | Landfill Capital Landfill Operation |              |                |                     |             |             |                           |
|-------------|--------------------|-------------|--------------|-------------------------------------|--------------|----------------|---------------------|-------------|-------------|---------------------------|
|             | Administration     | Replacement | Baling       | Transportation                      | Cost         | /Disposal      | Recycling           | Composting  | HHW         | TOTAL                     |
| 96          | <b>\$26,910.00</b> | \$71,461.81 | \$178,489.50 |                                     | ,            | \$575,925.67   | \$18,890.40         | \$18,286.98 | \$30,000.00 | \$919,964.36              |
| 97          | \$27,986.40        | \$71,461.81 | \$185,629.08 | \$41,961.75                         | \$895,319.96 | \$822,275.58   | <b>\$21,572.</b> 10 | \$18,959.82 | \$31,200.00 | \$2,016,918.29            |
| ·98         | \$29,105.86        | \$71,461.81 | \$193,054,24 | \$43,488.37                         | \$895,319.96 | \$855,166.61   | \$24,688.49         | \$19,649.60 | \$32,448.00 | \$2,063,815.27            |
| 199         | \$30.270.09        | \$71,461.81 | \$200,776.41 | \$45,052.42                         | \$895,319.96 | \$889,373.27   | \$28,280.09         | \$20,356.29 | \$33,745.92 | \$2,112,904.37            |
| 00          | \$31,480.89        | \$71,461.81 | \$208,807,47 | \$46,656.33                         | \$895,319.96 | \$924,948.20   | \$32,352.43         | \$21,080.99 | \$35,095.76 | \$2,164,261.14            |
| ⇒01         | \$32,740.13        | \$71,461.81 | \$217,159.77 | \$48,295.85                         | \$895,319.96 | \$961,946.13   | \$37,011.18         | \$21,821.79 | \$36,499.59 | \$2,218,054.26            |
| )02         | \$34,049.73        | \$71,461.81 | \$225,846.16 | \$49,968.30                         | \$895,319.96 | \$1,000,423.98 | \$42,340.79         | \$22,577.46 | \$37,959.57 | \$2,274,436.21            |
| ) <b>03</b> | \$35,411.72        | \$71,461.81 | \$234,880.01 | \$51,670.30                         | \$895,319.96 | \$1,040,440.93 | \$48,437.86         | \$23,346.48 | \$39,477.95 | \$2,333,573,49            |
| )04         | \$36,828.19        | \$71,461.81 | \$244,275.21 | \$53,397.65                         | \$895,319.96 | \$1,082,058.57 | \$55,412.91         | \$24,126.96 | \$41,057.07 | \$2,395,648.33            |
| 005         | \$38,301.32        | \$71,461.81 | \$254,046.21 | \$55,145.21                         | \$895,319.96 | \$1,125,340.92 | \$63,392.37         | \$24,916.57 | \$42,699.35 | \$2,460,860.59            |
| 006         | \$39,833.37        | \$71,461.81 | \$264,208.06 | \$56,906.75                         | \$895,319.96 | \$1,170,354.55 | \$72,520.87         | \$25,712.50 | \$44,407.33 | \$2,529,430.02            |
| 007         | \$41,426.71        | \$71,461.81 | \$274,776.38 | \$58,674,78                         | \$895,319.96 | \$1,217,168.73 | \$82,963.88         | \$26,511.36 | \$46,183.62 | \$2,601,598.71            |
| 0 <b>08</b> | \$43,083.78        | \$71,461,81 | \$285,767.44 | \$60,440.34                         | \$895,319.96 | \$1,265,855.48 | \$94,910.67         | \$27,309.10 | \$48,030.97 | \$2,677,633.97            |
| 0 <b>09</b> | \$44,807.13        | \$71,461.81 | \$297,198.14 | \$62,192.80                         | \$895,319.96 | \$1,316,489.70 | \$108,577.81        | \$28,100.93 | \$49,952.21 | \$2,757,831,54            |
| 010         | \$46,599.41        | \$71,461.81 | \$309,086.06 | \$63,919.58                         | \$895,319,96 | \$1,369,149.29 | \$124,213.02        | \$28,881.15 | \$51,950.29 | \$2.842.519.35            |
| 011         |                    | \$71,461.81 | \$321,449.51 | \$65,605.85                         | \$895,319.96 |                | \$142,099.69        | \$29,643.06 | \$54,028.31 | \$2,932,061.64            |
| 012         |                    |             | \$334,307.49 | \$67,234.22                         | \$895,319.96 |                | \$162,562.05        |             | \$56,189.44 | \$3.026.863.84            |
| 013         |                    |             | \$347,679.79 |                                     | \$895,319.96 | - · · · ·      | \$185,970.98        |             | \$58,437.01 | \$3,127,378.02            |
| 014         | -                  |             | \$361,586.98 | -                                   | \$895,319.96 |                | \$212,750.80        |             | \$60,774.50 |                           |
| 015         |                    |             | \$376,050.46 |                                     | \$895,319.96 |                | \$243,386.92        | •           | \$63,205.48 | • • • • • • • • • • • • • |
| :016        |                    |             | \$391,092.47 |                                     | \$895,319.96 | -              | \$278,434.63        |             | \$65,733.69 |                           |
|             |                    |             |              |                                     | ÷.           |                |                     |             |             |                           |

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#### RECYCLING ALTERNATIVE ANALYSIS

for

Dickinson County Solid Waste Management Plan 5 Year Update 1998

Three alternative recycling programs have been analyzed for the solid waste management plan update.

The alternatives are: 1) Continue the existing drop-off program at the solid waste processing facility; 2) Expand the drop-off recycling program by adding eight drop-off sites throughout the county; and 3) Provide curbside recycling in the municipalities with curbside waste collection and add drop-off centers for the northern and eastern townships.

All alternatives have been developed based on the assumtion that the Dickinson County Solid Waste Management Authority would implement and operate the recycling program.

Description of Existing Program(Alternative 1)

The existing recycling program is operated at the Dickinson County Solid Waste Processing Center. Materials accepted are clear, brown and green glass, steel cans, PET plastics, HDPE plastics, aluminum cans, newsprint, mixed paper, corrugated cardboard and scrap metals.

The collection center is open Monday through Friday from 8:00am to 3:30pm and on Saturday from 8:30am to noon. The center is open to all residents of Dickinson County.

Equipment used in the program are roll-off containers, five yard tip bins and a fork lift. The tip bins and fork lift were purchased under a solid waste alternatives program grant with a twenty-five percent county match. The program was initiated by Dickinson County in 1991 and turned over to the Dickinson County Solid Waste Management Authority in 1993.

The operation of the recycling program is included in the contract for solid waste transportation and disposal. The Great American Disposal Company is responsible for all costs associated with operation of the program with the exception of preparing the annual grant report to the Department of Environmental Quality and occasional program advertisements placed by the Authority. The Authority receives 50% of program profits, if any. The revenue generated through the sale of recyclables has not exceeded the cost of operation of the program to date, therefore, the Authority has not realized revenue from the program, as yet. The projected recovery rate for 1998 is 630 tons, or 5.7% of the projected municipal waste stream(4% of the total waste stream). The recovery rate is based on actual data for January through September.

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### Description of Expanded Drop-Off Program(Alternative 2)

The expanded drop-off program would include establishing recycling collection centers in Iron Mountain, Kingsford, Norway, North Breitung Township, Sagola Township, the Norway-Waucedah Township area, Felch and Hardwood. The drop-off centers would be open to all residents of the county, regardless of the municipality in which they reside. Therefore the number of centers can be reduced from ten to eight and still provide more convenient access to residents living outside the more populous areas of the county.

Each drop-off center would require 6 three cubic yard containers. Items to be collected would be green, brown and clear comingled glass, PET and HDPE plastics, steel cans, newsprint and mixed paper. The cost analysis assumes that the drop-off centers would be staffed two days per week. Centers would be fenced to prevent drop-off when not staffed. In addition the program would require a front loading lift truck with a divided body. Two commodities could be collected per route.

The containers at the drop-off centers in the Townships would be emptied once each week and the ones in the more populous ares would be emptied twice per week. Collection of the materials from the drop-off centers would require twenty work hours per week.

It is estimated that 774 tons of materials would be collected each year under this alternative. The estimate is based on collection of 20 percent of the total material available for recovery in the waste stream. The convenience of additional drop-off locations is not likely to increase the recovery rate significantly, but rather materials currently delivered to the solid waste processing center would be delivered to alternate sites. The following table shows estimated recovery rates by municipality.

|                  |        | MIXED             |                |              | STEEL        |        |
|------------------|--------|-------------------|----------------|--------------|--------------|--------|
|                  | ONP    | PAPER             | PLASTIC        | GLASS        | CANS         | TOTAL  |
|                  |        |                   |                | <b>DD</b> 45 | 47.07        | 000 45 |
| iron Mountain    | 70 68  | 41.23             | 47.12          | 29 45        | 17 67        | 206 15 |
| Kingsford        | 54.60  | 31.85             | 36.40          | 22.75        | 13,65        | 159 25 |
| Breitung Twp.    | 39 60  | 23.10             | 2 <b>6</b> .40 | 16 50        | 9 90         | 115.50 |
| Norway           | 50.04  | 29 1 <del>9</del> | 33.36          | 20 85        | 12.51        | 145 95 |
| Norway Twp.      | 14,51  | 8 46              | 9.67           | 6.04         | 3.63         | 42 31  |
| Waucedah Twp.    | 9.82   | 5 73              | 6.55           | 4,09         | 2 46         | 28.64  |
| Sagola Twp       | 12.84  | 7 49              | 8 56           | 5.35         | 3.21         | 37 44  |
| Feich Twp        | 7 49   | 4 37              | 4.99           | 3 12         | 187          | 21.84  |
| Breen Twp        | 5 10   | 2.97              | 3.40           | 2.12         | 1.27         | 14 86  |
| West Branch Twp. | 078    | 0 45              | 0 52           | 0.32         | 0.19         | 2.27   |
|                  | 265 44 | 154.84            | 176 9 <b>6</b> | 1 10 60      | <b>66 36</b> | 774 21 |

### Description of Curbside Collection System(Alternative 3)

The curbside collection alternative would provide curbside collection of recyclables in Iron Mountain, Kingsford, Norway and Breitung Township. Drop-off centers would be located in Sagola, Felch, Hardwood and in the Norway-Waucedah Township area.

The drop-off centers would use 12 ninety gallon containers per site. As with the expanded drop-off alternative, sites would be staffed two days per week, and fenced to prevent access at other times. Recycling bins would be provided to residents receiving curbside collection service. The drop-off centers would be serviced once each week. Curbside collection would be provided twice per month.

The cost analysis for the curbside collection has been based on two different operating scenarios. The first assumes that two trucks would be needed to provide twice per month collection. Each truck would require two full time employees to complete the assigned routes. This is based on following the existing schedules used by the municipalities for waste collection.

The second analysis assumes that two employees can collect all materials within the service area in a two week period, using one truck. This would require that routes be established without regard to waste collection schedules or municipal boundaries.

The estimated recovery rate for the partial curbside collection alternative is 1715 tons per year. The recovery rate is based on collection of fifty percent of the materials available for recovery in curbside communities and twenty percent in drop-off areas. The following table shows estimated recovery rates by municipality.

|                 |        | MIXED         |        |        | STEEL  |         |
|-----------------|--------|---------------|--------|--------|--------|---------|
|                 | ONP    | PAPER         | PLASTK | GLASS  | CANS   | TOTAL   |
| Iron Mountain   | 176 70 | 103 <b>08</b> | 117.80 | 73 63  | 44.18  | 515.38  |
| Kingsford       | 136.50 | 79.63         | 91.00  | 56.88  | 34.13  | 398 13  |
| Breitung Twp.   | 99 00  | 57.75         | 66.00  | 41.25  | 24.75  | 288.75  |
| Norway          | 125.10 | 72.98         | 83.40  | 52,13  | 31.28  | 364 88  |
| Norway Twp.     | 14 51  | 8.46          | 9.67   | 6.04   | 3.63   | 42.31   |
| Waucedah Twp.   | 9 82   | 5.73          | 6 55   | 4 09   | 2.46   | 28,64   |
| Sagoia Twp      | 12.84  | 7.49          | 8.56   | 5.35   | 3.21   | 37 44   |
| Feich Twp       | 7 49   | 4.37          | 4,99   | 3.12   | 1.87   | 21.84   |
| Breen Twp       | 5.10   | 2.97          | 3,40   | 2.12   | 1.27   | 14.86   |
| West Branch Twp | 0.78   | 0 45          | 0.52   | 0.32   | 0.19   | 2.27    |
|                 | 587.82 | 342.90        | 391.88 | 244.93 | 146.96 | 1714 49 |

#### Analysis of Alternatives

All three alternatives provide an opportunity for Dickinson County residents to remove reusable resources from the waste stream. Projected recovery rates under the three options for the year 2000 are 5.7%, 7.2% and 15.5% for Alternatives 1, 2 and 3, respectively, based on the municipal waste stream. Projected recovery rates are 4%, 4.9%, and 10.9%, based on the total waste stream.

The costs of the alternatives have been projected for sixteen years to coincide with the expiration of a second term of the Solid Waste Services Operating Contract. The annual inflation rate is assumed to be 4% and the interest rate is 8%. The rates are consistent with the rates used in the economic analysis of waste transportation and disposal alternatives. It has been assumed that equipment will be replaced in the ninth year of operation. Drop-off center site preparation will be required only once.

The cost analysis has been completed based upon the Authority starting completely new programs(full cost) and based on the operating contract with The Great American Disposal Company(additional cost).

The full cost analysis includes costs for purchasing all equipment used in the different programs, including that which was purchased in 1991. The full cost analysis includes the cost of processing and transporting materials to market, and all revenue for materials sold. Current market conditions require the collector to pay the processor to accept certain materials. The lower recovery alternatives generate negative revenue, or a cost to the program. The full cost summary for the alternatives is shown below.

#### Recycling Alternative Cost Comparison Full Program Costs

|                   | Alternative 1 | Alternative 2     | Alternative 3       | Alternative 3a     |
|-------------------|---------------|-------------------|---------------------|--------------------|
|                   | Existing      | Expanded Drop-Off | Curbside - 2 Trucks | Curbside - 1 Truck |
| Capital Cost      | \$29,600.00   | \$275,280 00      | \$365,406.00        | \$265,406.00       |
| Present Worth     | \$863,032 91  | \$2,073,819.74    | \$4,266,039 74      | \$2,926,045.29     |
| Equiv Annual Cost | \$97,522.72   | \$234,341 63      | \$482,062 49        | \$322,957.83       |
| CosVTon           | \$154.60      | \$302.38          | \$281.17            | \$188.31           |

The disposal cost per ton is the equivalent annual cost per ton to be paid by the Authority for the transportation and waste from the processing facility, based on the contract with the Great American Disposal Company, and the 4% inflation rate and 8% interest rate noted above.

Under the contract with The Great American Disposal Company the Authority incurs no cost for processing or transportation of recyclables delivered to the processing facility. The contract requires that 50% of revenue over expenses be paid to the Authority. The partial cost analysis does not include revenue from materials because the cost of processing exceeds the revenue projections for even the highest recovery rate. The summary of actual implementation cost of the alternatives is shown below.

### Recycling Alternative Cost Comparison Additional Cost to Authority

|                   | Alternative 1 | Alternative 2     | Alternative 3       | Alternative 3a    |
|-------------------|---------------|-------------------|---------------------|-------------------|
|                   | Existing      | Expanded Drop-Off | Curbside - 2 Trucks | Curbside - 1Truck |
| Capital Cost      | \$0.00        | \$245,860.00      | \$336,806.00        | \$236,806.00      |
| Present Worth     | \$0.00        | \$1,180,569 35    | \$2,986,885 89      | \$1,703,553.27    |
| Equiv Annual Cost | \$0.00        | \$133,404 34      | \$337,518 11        | \$159,224.73      |
| Cost/Ton          | \$0.00        | \$172.13          | \$196.80            | \$92.84           |

In addition to the comparison of the cost/ton of waste disposal versus recycling, a cost comparison by municipality has been prepared. Tables showing the potential cost by municipality for Alternatives 2,3 & 3a are shown below.

### Alternative 2 - Expanded Drop-Off

|                  | Waste           | Recycled | Disposal            | Add'l       | Net(Cost)    |
|------------------|-----------------|----------|---------------------|-------------|--------------|
|                  | (tons)          | Tons     | Savings             | Cost        | Savings      |
| kee Meustain     | 20 45 00        | 200 15   | \$16,199.27         | ¢00 201 62  | (\$6,122.36) |
| Iron Mountain    | 2945.00         |          | -                   | -           | • •          |
| Kingsford        | 2275.00         | 159.25   | \$12,513.87         | \$17,243.36 | (\$4,729.50) |
| Breitung Twp.    | 1650.00         | 115 50   | \$9,075. <b>9</b> 9 | \$12,506.17 | (\$3,430.18) |
| Norway           | 2085 00         | 145.95   | \$11,468.75         | \$15,803.26 | (\$4,334.51) |
| Norway Twp.      | 604. <b>4</b> 8 | 42.31    | \$3,325.02          | \$4,581.68  | (\$1,256.66) |
| Waucedah Twp     | 409.20          | 28.64    | \$2,250 85          | \$3,101.54  | (\$850.69)   |
| Sagola Twp       | 534 80          | 37 44    | \$2,941.71          | \$4,053.50  | (\$1,111.79) |
| Feich Twp        | 311.97          | 21 84    | \$1,716.00          | \$2,364.54  | (\$648.55)   |
| Breen Twp        | 212.30          | 14.86    | \$1,167.77          | \$1,609.12  | (\$441.35)   |
| West Branch Twp. | 32 41           | 2.27     | \$178.29            | \$245.67    | (\$67.38)    |

#### Alternative 3 - Partial Curbside Collection Program using Two Trucks

|                 | Waste                   | Recycled | Disposal    | Add"                | Net(Cost)     |
|-----------------|-------------------------|----------|-------------|---------------------|---------------|
|                 | (tons)                  | Tons     | Savings     | Cost                | Savings       |
| Iron Mountain   | <b>2945</b> .00         | 515 38   | \$55,588 35 | \$90,940.86         | (\$35,352 52) |
| Kingsford       | 2275.00                 | 398 13   | \$42,941.76 | \$70, <b>251.43</b> | (\$27,309 67) |
| Breitung Twp.   | 1650.00                 | 288 75   | \$31,144.58 | \$50,951.59         | (\$19,807.01) |
| Norway          | 2085.00                 | 364 88   | \$39,355.42 | \$64,384.28         | (\$25,028.86) |
| Norway Twp.     | <b>6</b> 0 <b>4</b> .48 | 42.31    | \$3,368.61  | \$5,160.72          | (\$1,792.11)  |
| Waucedah Twp    | 409 20                  | 28.64    | \$2,280.36  | \$3,493.52          | (\$1,213.16)  |
| Sagola Twp      | 534.80                  | 37 44    | \$2,980.27  | \$4,565.78          | (\$1,585 52)  |
| Felch Twp.      | 311 97                  | 21.84    | \$1,738.49  | \$2,663.37          | (\$924.88)    |
| Breen Twp       | 212 30                  | 14.86    | \$1,183.08  | \$1,812.48          | (\$629.40)    |
| West Branch Twp | 32.41                   | 2.27     | \$180.62    | \$276.71            | (\$96.09)     |

Alternative 3a - Partial Curbside Collection using One Truck

|                 | Waste   | Recycled | Disposal    | Add'l       | Net(Cost)    |
|-----------------|---------|----------|-------------|-------------|--------------|
|                 | (tons)  | Tons     | Savings     | Cost        | Savings      |
|                 |         |          |             |             |              |
| Iron Mountain   | 2945.00 | 515.38   | \$47,306 27 | \$51,896.79 | (\$4,590.52) |
| Kingsford       | 2275 00 | 398 13   | \$36,543.89 | \$40,090.05 | (\$3,546.16) |
| Breitung Twp.   | 1650 00 | 288 75   | \$26,504,36 | \$29,076.30 | (\$2,571.94) |
| Norway          | 2085.00 | 364 88   | \$33,491 88 | \$36,741.87 | (\$3,249 99) |
| Norway Twp.     | 604.48  | 42.31    | \$3,368.61  | \$5,160 72  | (\$1,792.11) |
| Waucedah Twp    | 409 20  | 28 64    | \$2,280.36  | \$3,493.52  | (\$1,213.16) |
| Sagola Twp      | 534 80  | 37.44    | \$2,980.27  | \$4,565 78  | (\$1,585.52) |
| Feich Twp       | 311.97  | 21.84    | \$1,738.49  | \$2,663.37  | (\$924.88)   |
| Breen Twp       | 212.30  | 14.86    | \$1,183.08  | \$1,812.48  | (\$629.40)   |
| West Branch Twp | 32 41   | 2.27     | \$180.62    | \$276 71    | (\$96.09)    |

In order to develop the above tables, an equivalent annual tipping fee for the sixteen year period was calculated from a year 2000 base rate of \$55.00/ton, which was approved by the Authority for the 1999 budget. That is the fee required to be collected by the Authority to operate existing programs. The equivalent annual cost per ton of waste to operate the recycling programs was added to the base tipping fee to calculate the potential savings.

The additional disposal cost was calculated by multiplying the total waste less the recycled material by the difference between the base tipping fee and the tipping fee required to cover operation of the recycling program.

Under Alternatives 3 and 3a, the cost for the curbside components were separated from the costs of the drop-off components. The additional tipping fee for the townships and commercial waste is based on the cost of the drop-off program components. The tipping fee for Iron Mountain, Kingsford, Norway and Breitung Township is based on the curbside components. Therefore, these alternatives assume different tipping fees be established depending on the recycling program provided. The tipping fees were developed from the cost of the additional components, only. The cost for processing recyclables is not included. Equivalent annual tipping fees are shown below.

|                | Curbside  | Drop -Off |
|----------------|-----------|-----------|
|                | Recycling | Recycling |
|                | Service   | Service   |
| Alternative 1  | n/a       | \$70.43   |
| Alternative 2  | n/a       | \$78 58   |
| Alternative 3  | \$107.86  | \$79 61   |
| Alternative 3a | \$91.79   | \$79.61   |

The above cost analyses assume that the Authority purchases equipment and hires the staff to operate the collection programs. In February of 1998, the Great American Disposal Company provided a letter which indicated that the cost for them to provide curbside collection of recyclables in the service area used for the previous analyses would be \$2.75/household/month. The cost projection based on that information produces that following result.

Alternative 3b - Contract for Partial Curbside Collection

| Capital Cost           | \$100,806.00      |
|------------------------|-------------------|
| Present Worth          | \$4,263,927.28    |
| Equiv. Annual Cost     | \$481,823,78      |
| Cost/Ton               | \$280.95          |
| Tipping Fee - Curbside | \$1 <b>27.3</b> 9 |
| Tipping Fee - Drop-Off | \$79 61           |
| Tipping Fee- Existing  | \$70 43           |

The above includes the cost for the Authority to establish dropoff centers in the outlying townships.

Summary and Conclusions

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The existing recycling system diverts 5.7% of the municipal waste stream, 4% of the total waste stream, by weight, from landfilling. The Recycling Feasibility Study For Dickinson County prepared by Resource Recycling Systems, Inc. states that a well-publicized and organized drop off system may achieve a 3% recovery rate. Therefore, it appears that the existing system is operating quite well.

The alternatives for expansion of the recycling system would increase the waste quantity diverted from landfilling, however the cost to provide the service would significantly increase the waste tipping fee at the solid waste processing facility.

Two factors could change the outcome of the economic analysis of expanding recycling programs for Dickinson County. Revenue generated by the sale of recylables could increase or the quantity of materials recovered could reach a level at which disposal savings would exceed the additional cost of disposal at the increased tipping fee.

The revenue calculated for the purpose of this analysis ranges from (\$4.80)/ton to \$0.62/ton of all materials collected. In order for revenue to offset the cost of adding recycling programs the revenue range would have to rise to \$155/ton to \$281/ton at the diversion rates used above.

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The more likely scenario would be to acheive a diversion rate which would produce savings above the additional cost for the higher tipping fee. A diversion rate greater than 25% of the municipal waste stream for the areas proposed for curbside collection would be required to produce that rate of savings. The drop-off diversion rate would have to exceed 10% in order to obtain that result. It is unlikely that diversion rates required to produce overall savings to the municipalities can be acheived in a strictly voluntary program, whether drop-off centers or partial curbside collection are provided.

At the present time it appears that the existing Dickinson County recycling program is the most efficient and cost effective for continued implementation. The overall cost effectiveness of expanded recycling programs may change in the future, Therefore it is recommended that the Solid Waste Management Authority monitor market prices for recyclables on a periodic basis and update the analysis to determine viability of programs in the future.

## Bases for Cost Analyses

Capital Costs

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| \$100,000.00<br>\$535.00<br>\$375.00<br>\$6.00<br>\$20,000.00<br>\$1,600.00<br>\$15.000.00 | (Manufacturer)<br>(Manufacturer)<br>(Manufacturer)<br>(Recycling Feasibility Study for Dickinson County<br>(Actual)<br>(Actual)<br>(Recycling Feasibility Study for Dickinson County      |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 110,000.00                                                                                 | (recycling reasibility study for Dickinson County                                                                                                                                         |
|                                                                                            |                                                                                                                                                                                           |
| \$20/hr                                                                                    | (incl benefits)                                                                                                                                                                           |
| \$6/hr                                                                                     | (no benefits)                                                                                                                                                                             |
| \$6,000.00                                                                                 | (calculated based on miles driven)                                                                                                                                                        |
| \$7200/truck                                                                               | (Recycling Feasibility Study for Dickinson County                                                                                                                                         |
| \$500 00                                                                                   | (Recycling Feasibility Study for Dickinson County                                                                                                                                         |
| \$2,500 00                                                                                 | (Recycling Feasibility Study for Dickinson County                                                                                                                                         |
| \$4,500.00                                                                                 | (Recycling Feasibility Study for Dickinson County                                                                                                                                         |
| \$20/hr                                                                                    | (incl.benefits)                                                                                                                                                                           |
|                                                                                            |                                                                                                                                                                                           |
| \$24,000.00                                                                                | (Recycling Budget Report - GAD Period Ending 9                                                                                                                                            |
|                                                                                            | \$535.00<br>\$375.00<br>\$6.00<br>\$20,000.00<br>\$1,600.00<br>\$15,000.00<br>\$15,000.00<br>\$15,000.00<br>\$7200/truck<br>\$500.00<br>\$2,500.00<br>\$2,500.00<br>\$4,500.00<br>\$20/hr |

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## Annual Costs of the Existing Program

| Fuli Program | Costs       | -           |                |            |              |
|--------------|-------------|-------------|----------------|------------|--------------|
| -            | Equipment   | Program     |                | Materials  | Total        |
|              | Amorization | Operation   | Transportation | Revenue    | Cost         |
| 2000         | \$5,150.40  | \$44,800,00 | \$23,790.38    | \$3,024.00 | \$76,764.78  |
| 2001         | \$5,150.40  | \$46,592.00 | \$24,741.99    | \$3,144.96 | \$79,629.35  |
| 2002         | \$5,150.40  | \$48,455.68 | \$25,731.67    | \$3,270.76 | \$82,608.51  |
| 2003         | \$5,150.40  | \$50,393,91 | \$26,760.94    | \$3,401.59 | \$85,706.83  |
| 2004         | \$5,150.40  | \$52,409.66 | \$27,831.37    | \$3,537.65 | \$88,929.09  |
| 2005         | \$5,150.40  | \$54,506.05 | \$28,944.63    | \$3,679.16 | \$92,280.24  |
| 2006         | \$5,150.40  | \$56,686.29 | \$30,102.41    | \$3,826.32 | \$95,765.43  |
| 2007         | \$5,150.40  | \$58,953,74 | \$31,306.51    | \$3,979.38 | \$99,390.03  |
| 2008         | \$7,045.75  | \$61,311.89 | \$32,558.77    | \$4,138.55 | \$105,054.96 |
| 2009         | \$7,045.75  | \$63,764.37 | \$33,861.12    | \$4,304.09 | \$108,975.33 |
| 2010         | \$7,045.75  | \$66,314.94 | \$35,215.57    | \$4,476.26 | \$113,052.52 |
| 2011         | \$7,045.75  | \$68,967.54 | \$36,624.19    | \$4,655.31 | \$117,292.79 |
| 2012         | \$7,045.75  | \$71,726.24 | \$38,089.16    | \$4,841.52 | \$121,702.67 |
| 2013         | \$7,045.75  | \$74,595.29 | \$39,612.72    | \$5,035.18 | \$126,288.95 |
| 2014         | \$7,045.75  | \$77,579.10 | \$41,197,23    | \$5,236.59 | \$131,058.67 |
| 2015         | \$7,045.75  | \$80,682.27 | \$42,845.12    | \$5,446.05 | \$136,019.19 |

Note: Material revenue is negative, therefore shown as a cost

## Annual Costs for the Expanded Drop-Off Program Full Program Costs

| ≈ull | Program | Costs               |              |                     |                  |              |
|------|---------|---------------------|--------------|---------------------|------------------|--------------|
|      |         | Equipment           | Program      | Materials           | Materials        | Total        |
|      |         | Amortization        | Operation    | Transportation      | Revenue          | Cost         |
|      | 2000    | \$40,578.72         | \$119,100.00 | \$29,215.41         | \$265.44         | \$189,159.57 |
|      | 2001    | \$40,578.72         | \$123,864.00 | \$30,384.03         | \$276.06         | \$195,102.81 |
|      | 2002    | \$40,578.72         | \$128,818.56 | \$31,599.39         | \$287.10         | \$201,283.77 |
|      | 2003    | \$40,578.7 <b>2</b> | \$133,971.30 | \$32,863.36         | \$298.58         | \$207,711.97 |
|      | 2004    | \$40,578.72         | \$139,330.15 | <b>\$34,177.9</b> 0 | \$310.5 <b>3</b> | \$214,397.30 |
|      | 2005    | \$40,578.72         | \$144,903.36 | \$35,545.01         | \$322.95         | \$221,350.04 |
|      | 2006    | \$40,578.72         | \$150,699.50 | \$36,966.82         | \$335.87         | \$228,580.90 |
|      | 2007    | \$40,578.72         | \$156,727,47 | \$38,445.49         | \$349.30         | \$236,100.98 |
|      | 2008    | \$50,521.61         | \$162,996.57 | \$39,983.31         | \$363.27         | \$253,864.76 |
|      | 2009    | \$50,521.61         | \$169,516.44 | \$41,582.64         | \$377.80         | \$261,998.49 |
|      | 2010    | \$50,521.61         | \$176,297.09 | \$43,245.95         | \$392.92         | \$270,457.56 |
|      | 2011    | \$50,521.61         | \$183,348.98 | \$44,975.78         | \$408.63         | \$279,255.00 |
|      | 2012    | \$50,521.61         | \$190,682.94 | \$46,774.81         | \$424.98         | \$288,404.34 |
|      | 2013    | \$50,521.61         | \$198,310.25 | \$48,645.81         | \$441.98         | \$297,919.65 |
|      | 2014    | \$50,521.61         | \$206,242.66 | \$50,591.64         | \$459.66         | \$307,815.57 |
|      | 2015    | \$50,521.61         | \$214,492.37 | \$52,615.30         | \$478.04         | \$318,107,33 |
|      |         |                     |              |                     |                  | • • • • -    |

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Note: Material revenue is negative, therefore shown as a cost

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| Annual Costs For the Partial Curbside Collection Program using Two Trucks | 5 |
|---------------------------------------------------------------------------|---|
| Full Program Costs                                                        |   |

|      | Equipment    | Program              |                | Materials    | Total                    |
|------|--------------|----------------------|----------------|--------------|--------------------------|
|      | Amortization | Operation            | Transportation | Revenue      | Cost                     |
| 2000 | \$60,094.64  | <b>\$260,6</b> 00.00 | \$64,611.74    | (\$1,077.68) | \$384,228.71             |
| 2001 | \$60,094.64  | \$271,024.00         | \$67,196.21    | (\$1,120.79) | \$397,194.07             |
| 2002 | \$60,094.64  | \$281,864.96         | \$69,884.06    | (\$1,165.62) | \$410,678.05             |
| 2003 | \$60,094.64  | \$293,139.56         | \$72,679.42    | (\$1,212.24) | \$424,701.38             |
| 2004 | \$60,094.64  | \$304,865.14         | \$75,586.60    | (\$1,260.73) | \$439,285.6 <del>5</del> |
| 2005 | \$60,094.64  | \$317,059.75         | \$78,610.07    | (\$1,311.16) | \$454,453.29             |
| 2006 | \$60,094.64  | \$329,742.14         | \$81,754.47    | (\$1,363.61) | \$470,227.64             |
| 2007 | \$60,094.64  | \$342,931.82         | \$85,024.65    | (\$1,418,15) | \$486,632.96             |
| 2008 | \$79,714.43  | \$356,649.09         | \$88,425.63    | (\$1,474.88) | \$523,314.28             |
| 2009 | \$79,714.43  | \$370,915.06         | \$91,962.66    | (\$1,533.87) | \$541,058.27             |
| 2010 | \$79,714.43  | \$385,751.66         | \$95,641.16    | (\$1,595.23) | \$559,512.03             |
| 2011 | \$79,714.43  | \$401,181.73         | \$99,466.81    | (\$1,659.04) | \$578,703.93             |
| 2012 | \$79,714.43  | \$417,229.00         | \$103,445.48   | (\$1,725.40) | \$598,663.51             |
| 2013 | \$79,714.43  | \$433,918.16         | \$107,583.30   | (\$1,794.42) | \$619,421.47             |
| 2014 | \$79,714.43  | \$451,274.88         | \$111,886.63   | (\$1,866.19) | \$641,009.76             |
| 2015 | \$79,714.43  | \$469,325.88         | \$116,362.10   | (\$1,940.84) | \$663,461.57             |

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| riogram |                     | _            |                |              |                     |
|---------|---------------------|--------------|----------------|--------------|---------------------|
|         | Equipment           | Program      |                | Materials    | Total               |
|         | Amortization        | Operation    | Transportation | Revenue      | Cost                |
| 2000    | <b>\$42,6</b> 94,64 | \$157,700.00 | \$64,611.74    | (\$1,077.68) | \$263,928.71        |
| 2001    | \$42,694.64         | \$164,008.00 | \$67,196.21    | (\$1,120.79) | <b>\$272,778.07</b> |
| 2002    | \$42,694.64         | \$170,568.32 | \$69,884.06    | (\$1,165.62) | \$281,981,41        |
| 2003    | \$42,694.64         | \$177,391.05 | \$72,679.42    | (\$1,212.24) | \$291,552.88        |
| 2004    | \$42,694,64         | \$184,486.69 | \$75,586.60    | (\$1,260.73) | \$301,507,21        |
| 2005    | \$42,694.64         | \$191,866.16 | \$78,610.07    | (\$1,311,16) | \$311,859.71        |
| 2006    | \$42,694.64         | \$199,540.81 | \$81,754.47    | (\$1,363.61) | \$322,626.31        |
| 2007    | \$42,694,64         | \$207,522.44 | \$85,024.65    | (\$1,418.15) | \$333,823.58        |
| 2008    | \$55,911.23         | \$215,823.34 | \$88,425.63    | (\$1,474.88) | \$358,685.33        |
| 2009    | \$55,911.23         | \$224,456.27 | \$91,962.66    | (\$1,533.87) | \$370,796.29        |
| 2010    | \$55,911.23         | \$233,434.52 | \$95,641.16    | (\$1,595.23) | \$383,391.69        |
| 2011    | \$55,911.23         | \$242,771.90 | \$99,466.81    | (\$1,659.04) | \$396,490.91        |
| 2012    | \$55,911.23         | \$252,482.78 | \$103,445.48   | (\$1,725.40) | \$410,114,10        |
| 2013    | \$55,911.23         | \$262,582.09 | \$107,583.30   | (\$1,794.42) | \$424,282,21        |
| 2014    | \$55,911.23         | \$273,085.38 | \$111,886.63   | (\$1,866.19) | \$439,017.05        |
| 2015    | \$55,911.23         | \$284,008.79 | \$116,362.10   | (\$1,940.84) | \$454,341.28        |
|         | • • •               |              |                |              | • • • • • • •       |

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| Annual Costs for the Expanded Drop-Off Program |
|------------------------------------------------|
| Additional Costs, only                         |

| Additiona | Costs, | onl |
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|   |      | Equipment<br>Amortization | Collection         | Total        |   |
|---|------|---------------------------|--------------------|--------------|---|
|   |      | Amonazauon                |                    | Cost         |   |
|   | 2000 | \$35,428.32               | \$74,300.00        | \$109,728.32 |   |
|   | 2001 | \$35,428.32               | \$77,272.00        | \$112,700.32 |   |
|   | 2002 | \$35,428.32               | \$80,362.88        | \$115,791.20 |   |
|   | 2003 | \$35,428,32               | \$83,577.40        | \$119,005.72 |   |
|   | 2004 | \$35,428.32               | \$86,920.49        | \$122,348.81 |   |
|   | 2005 | \$35,428.32               | \$90,397.31        | \$125,825.63 |   |
|   | 2006 | \$35,428.32               | <b>\$94.013.20</b> | \$129,441.52 |   |
|   | 2007 | \$35,428.32               | \$97,773.73        | \$133,202.05 |   |
|   | 2008 | \$43,475.86               | \$101,684.68       | \$145,160.54 |   |
|   | 2009 | <b>\$43,47</b> 5.86       | \$105,752.07       | \$149,227.93 |   |
| ⊳ | 2010 | \$43,475.86               | \$109,982.15       | \$153,458.01 |   |
| σ | 2011 | \$43,475.86               | \$114,381.44       | \$157,857.30 |   |
|   | 2012 | \$43,475,86               | \$118,956.69       | \$162,432.56 |   |
|   | 2013 | \$43,475.86               | \$123,714.96       | \$167,190.82 |   |
|   | 2014 | \$43,475.86               | \$128,663.56       | \$172,139,42 |   |
|   | 2015 | \$43,475.86               | \$133,810.10       | \$177,285.96 |   |
|   |      |                           |                    |              | · |
|   |      |                           |                    |              |   |

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|--------------|--------------------------|--------------|--------------|
|              | Equipment                |              | Total        |
|              | Amortization             | Collection   | Cost         |
| 2000         | \$54,944.24              | \$215,800.00 | \$270,744.24 |
| 2001         | \$54, <del>9</del> 44.24 | \$224,432.00 | \$279,376.24 |
| 2002         | \$54,944.24              | \$233,409.28 | \$288,353.52 |
| 2003         | \$54,944.24              | \$242,745.65 | \$297,689.90 |
| 2004         | \$54,944.24              | \$252,455.48 | \$307,399.72 |
| 2005         | \$54,944.24              | \$262,553.70 | \$317,497.94 |
| 2006         | \$54,944.24              | \$273,055.84 | \$328,000.09 |
| 2007         | \$54,944.24              | \$283,978.08 | \$338,922.32 |
| 2008         | \$72,668.69              | \$295,337.20 | \$368,005.89 |
| 2009         | \$72,668.69              | \$307,150.69 | \$379,819.37 |
| 2010         | \$72,668.69              | \$319,436.72 | \$392,105.40 |
| 2011         | \$72,668.69              | \$332,214.19 | \$404,882.87 |
| 2012         | \$72,668.69              | \$345,502.75 | \$418,171.44 |
| 2013         | \$72,668.69              | \$359,322.86 | \$431,991,55 |
| 2014         | \$72,668.69              | \$373,695.78 | \$446,364,46 |
| <b>2</b> 015 | \$72,668.69              | \$388,643.61 | \$461,312.29 |
|              |                          |              |              |

## Annual Costs For the Partial Curbside Collection Program using Two Trucks Additional Costs, only

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| Equipment            |                                                                                                                                                                                                                               | Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Amortization         | Collection                                                                                                                                                                                                                    | Cost                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| \$37, <b>5</b> 44.24 | \$117.900.00                                                                                                                                                                                                                  | \$155,444.24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$37,544.24          | \$122,616,00                                                                                                                                                                                                                  | \$160,160.24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$37,544.24          | \$127,520.64                                                                                                                                                                                                                  | \$165,064,88                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$37,544.24          | \$132,621,47                                                                                                                                                                                                                  | \$170,165.71                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$37, <b>54</b> 4.24 | \$137,926.32                                                                                                                                                                                                                  | \$175,470.57                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$37 <b>,54</b> 4.24 | \$143,443,38                                                                                                                                                                                                                  | \$180,987.62                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$37,544.24          | \$149,181.11                                                                                                                                                                                                                  | \$186,725.36                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$37,544.24          | \$155,148,36                                                                                                                                                                                                                  | \$192,692.60                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$48,865.49          | \$161,354.29                                                                                                                                                                                                                  | \$210,219.78                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$48,865.49          | \$167,808.46                                                                                                                                                                                                                  | \$216,673.95                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$48,865.49          | \$174,520.80                                                                                                                                                                                                                  | \$223,386,29                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$48,865.49          | \$181,501.63                                                                                                                                                                                                                  | \$230,367,12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$48,865.49          | \$188,761.70                                                                                                                                                                                                                  | \$237,627,18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$48,865.49          | \$196,312.17                                                                                                                                                                                                                  | \$245,177.65                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$48,865.49          | \$204,164,65                                                                                                                                                                                                                  | \$253,030,14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| \$48,865.49          | \$212,331,24                                                                                                                                                                                                                  | \$261,196.73                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                      | \$37,544.24<br>\$37,544.24<br>\$37,544.24<br>\$37,544.24<br>\$37,544.24<br>\$37,544.24<br>\$37,544.24<br>\$37,544.24<br>\$37,544.24<br>\$37,544.24<br>\$48,865.49<br>\$48,865.49<br>\$48,865.49<br>\$48,865.49<br>\$48,865.49 | \$37,544.24<br>\$117,900,00<br>\$37,544.24<br>\$122,616,00<br>\$37,544.24<br>\$132,621,47<br>\$37,544.24<br>\$137,926,32<br>\$37,544.24<br>\$143,443,38<br>\$37,544.24<br>\$149,181,11<br>\$37,544.24<br>\$149,181,11<br>\$37,544.24<br>\$149,181,11<br>\$37,544.24<br>\$149,181,11<br>\$37,544.24<br>\$161,354,29<br>\$48,865,49<br>\$161,354,29<br>\$48,865,49<br>\$167,808,46<br>\$48,865,49<br>\$174,520,80<br>\$48,865,49<br>\$181,501,63<br>\$48,865,49<br>\$188,761,70<br>\$48,865,49<br>\$196,312,17<br>\$48,865,49<br>\$204,164,65 |

Annual Costs of the Partial Curbside Collection Program using One Truck Additional Costs, only

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### MEMO

10: All Units of Government

FRUM: William H. Marchetti, Controller/Administrator

SUBJECT: Articles of Incorporation for the Solid Waste Management Authority

DATE: January 26, 1993

Please find enclosed your copy of the Articles of Incorporation of the Dickinson County Solid Waste Management Authority. This document has been forwarded for publication to The Daily News. Upon publication the articles will be filed with the State of Michigan as required and the Authority will become a legal entity.

The cooperation of your unit of government in the preparation and execution of the Articles of Incorporation is appreciated. Should you have any questions regarding the enclosed please do not hesitate to contact me.

WHM/sp



March 18, 1993

Kathryn A. Pascoe Assistant to the Controller Dickinson County Board of Commissioners Court House P.O. Box 609 Iron Mountain, MI **49**801

Dear Ms. Pascoe:

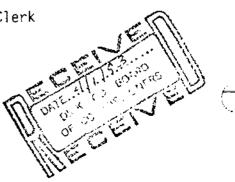
This will acknowledge receipt and filing on February 17, 1993, a copy of the Articles of Incorporation of the Dickinson County Solid Waste Management Authority; a Publisher's copy of the affidavit of publication; a printed copy of Articles as they appeared in the Iron Mountain Daily News; and a certified copy of the minutes of the County Board meeting of November 10, 1992, at which the Dickinson County Board of Commissioners adopted the Articles of Incorporation establishing the Solid Waste Management Authority.

Sincerely,

Helen Kruger, Super∀isor Office of the Great Seal (517) 373-2531

HK:ds

cc: Dolly L. Cook, Dickinson County Clerk Lou Ann Hagen, City of Iron Mountain Clerk Darryl K. Wickman, City of Kingsford Clerk Edward J. Coates, City of Norway Clerk JoAnn Marutz, Charter Township of Breitung Clerk Judy M. Carlson, Township of Breen Clerk Edward Davidson, Township of Felch Clerk Theresa Hammill, Township of Norway Clerk



# ARTICLES OF INCORPORATION OF DICKINSON COUNTY SOLID WASTE MANAGEMENT AUG. RITY

These Articles of Incorporation are add ed by the incorporating municipal corporations for the purpose of creating an AUTHORITY under the provisions of Act 233, Public Acts of Michigan, 1955, as amended (the "Act").

## ARTICLE I

The name of this AUTHORITY is "Dickinson County Solid Waste Management Authority." The principal office of the AUTHORITY will be located at the office of the <u>Dickinson County Solid Waste Processing</u> <u>Facility</u>, the address of which is <u>W7702</u>, Quinnesec, Michigan until or unless a different site is designated by the Board of Trustees of the Authority.

# ARTICLE II

The Incorporating Municipalities creating this AUTHORITY are the County of Dickinson, the Cities of Iron Mountain, Kingsford and Norway, the Charter Township of Breitung, and the Townships of Breen, Felch, Norway, Sagola, Waucedah and West Branch, each located in the County of Dickinson, State of Michigan (the "County"), which are hereby designated as the CONSTITUENT MUNICIPALITIES.

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#### ARTICLE III

The purpose of this AUTHORITY is to acquire, own, improve, enlarge, extend and operate a solid waste management system in accordance with the authorization of the Act, and in conformity with other applicable state and federal laws and regulations and the County' approved Solid Waste Management Plan, as amended. The term "solid waste management system" as used in these Articles of Incorporat: a shall be as now or hereafter defined in Section 1 of the Act.

#### ARTICLE IV

This AUTHORITY shall be a public body corporate with power to sue or to be sued in any court of this State. Its limits shall include all of the territory embraced within the corporate boundaries of its CONSTITUENT MUNICIPALITIES. It shall possess all of the powers now or hereafter granted by the Act or by any other applicable statute and by these Articles, and those incident thereto. The enumeration of any powers herein shall not be construed 3 a limitation upon its general powers unless the context shall clearly indicate otherwise. The Authority shall have a corporate seal.

#### ARTICLE V

This AUTHORITY shall continue in existence perpetually or until dissolved by a two-thirds vote of the CONSTITUENT MUNICIPALITIES or by law; provided, however, that such AUTHORITY

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shall not be dissolved if such dissolution could operate as an impairment of any of its contracts.

#### ARTICLE VI

The fiscal year of the AUTHORITY shall commence on the first day of <u>January</u> in each year and end on the <u>31st</u> day of <u>December</u> next following.

#### ARTICLE VII

The governing body of this AUTHORITY shall be a Board of Trustees, hereinafter referred to as the BOARD, which shall be made up of seven (7) voting representatives and, if a landfill is sited by the AUTHORITY, shall be expanded to eight (8) representatives to include one (1) representative with voting privileges who shall serve from and be appointed by the legislative body of the host community in which the landfill is sited. It is understood, however, that in no case shall there be more than two representatives from any unit of government. The seven (7) voting representatives shall be allocated among che CONSTITUENT MUNICIPALITIES as follows:

| Constitu <b>en</b> t                 | <b>Voting</b>          |
|--------------------------------------|------------------------|
| <u>Municipality</u>                  | <u>Representatives</u> |
| Dickinson County                     | 1                      |
| City of Iron Mountain                | 2                      |
| City of Kingsford                    | 1                      |
| City of Norway                       | 1                      |
| Charter Township of Breitung         | 1                      |
| Remaining Six <sup>4</sup> Townships | 1                      |
| TOTAL                                | 7                      |

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The Townships of Breen, Felch, Norway, Sagola, Waucedah and West Branch shall collectively be entitled to one voting member of the BOARD, such Trustee to be selected by the Dickinson County Townships Association, in such manner as the Association shall determine, on or before the <u>lst</u> day of <u>January</u> of each year that the term of office of such Trustee expires. The other members of the BOARD shall be either the chief administrative officer or an elected member of the legislative body of the respective CONSTITUENT MUNICIPALITY and shall be appointed by the respective legislative body of each of the CONSTITUENT MUNICIPALITIES on or before the \_lst day of \_\_January \_\_\_\_ of each year that a term of office expires, provided, however, that if the legislative body of a CONSTITUENT MUNICIPALITY shall fail to so act prior to the date set forth above, then the chief administrative officer of such CONSTITUENT MUNICIPALITY shall automatically be deemed appointed. Each Trustee shall serve for a full term of three year: beginning with the first day of January next following his or her respective appointment; provided, however, that the terms of office of the initial Trustees shall be selected by lot and arranged so that two of those appointed shall serve for one year, two shall serve for two years, and three shall serve for three years. Trustees whose terms have expired shall continue to serve until their successors are appointed. The representation on the Board of Trustees shall be adjusted every ten years commencing in 2001 following receipt of census data, on the basis of an equal weighting of the population of each CONSTITUENT MUNICIPALITY, and the quantity of solid waste generated by each CONSTITUENT MUNICIPALITY. In the event of

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disagreement among the CONSTITUENT MUNICIPALITIES as to the required adjustment, the existing representation on the BOARD shall continue in effect until agreement is reached. Each CONSTITUENT MUNICIPALITY and the Dickinson County Townships Association shall also appoint an alternate member who may attend meetings of the BOARD but may vote only in the absence of the Trustee representing the alternate's respective CONSTITUENT MUNICIPALITIES.

Each respective member of the BOARD shall qualify by taking the constitutional oath of office and filing it with his or her respective municipal clerk.

The members of the Board of Trustees and such officers thereof who also are members of the Board of Trustees shall be paid no compensation; provided, however, that the BOARD may authorize the payment of the actual expenditures of any member or officer incurred in connection with the business of the AUTHORITY. The BOARD shall meet on the second Thursday of January of each year at 1:30 o'clock P.m., at the place of holding the meetings of the BOARD for the purpose of organization. At such organization meeting the BOARD shall select a Chairperson, a Vice-Chairperson and a Secretary, who shall be members of the BOARD, and a Treasurer, who may but need not be a member of the BOARD. The BOARD may select such Assistant Secretaries and Assistant Treasurers, who may but need not be members of the BOARD, as the BOARD may deem appropriate. Such officers shall serve until the organization meeting in the following year or until their respective successors shall be selected and qualify.

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Within twenty (20) days after the organization of the AUTHORITY shall become effective, the legislative body of each CONSTITUENT MUNICIPALITY and the Dickinson County Townships Association shall select their representative[s] on the BOARD to serve for the terms hereinabove specified, and within thirty (30) days after such selection the members of the BOARD shall qualify by taking the constitutional oath of office, and shall meet for the purpose of organizing the BOARD for the balance of such [fiscal] The time and place for such meeting shall be fixed by a year. majority of the members of the BOARD, and notice the sof served upon all members in the manner provided in Article IX. NO appointment to the BOARD and no selection of an officer of the BOARD shall be deemed to be invalid because it was not ... de within or at the time specified in these Articles. Any board member may be removed at any time for cause by action of the respective legislative bodies of the municipalities which such board member represents.

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#### ARTICLE VIII

In the event of a vacancy on the BOARD the legislative body of the CONSTITUENT MUHICIPALITY selecting such representative or the Dickinson County Townships Association, as appropriate, shall fill the vacancy for the unexpired term. In the event of a vacancy in any office of the BOARD, such vacancy shall be filled by the BOARD for the unexpired term. In case of the temporary absence or disability of any officer, the BOARD may appoint some person temporarily to act in his stead except that in the event of the

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temporary absence or disability of the Chairperson, the Vice-Chairperson shall so act.

#### ARTICLE IX

Meetings of the BOARD shall be held at least [quarterly] as such time and place as shall be prescribed by resolution of the BOARD and each member of the BOARD shall have one vote. Special meetings of the BOARD may be called by the Chairperson or any two members thereof, by serving written notice of the time, place and purpose thereof, upon each member of the BOARD personally, or by leaving it at his or her place of residence at least eighteen hours prior to the time of such meeting, or by depositing the same in a United States Post Office or mail box within the limits of the AUTHORITY, at least seventy-two hours prior to the time of such meeting, enclosed in a sealed envelope properly addressed to him or her at his or her home or office address, with first class postage fully prepaid. Special meetings of the BOARD at which all members are present shall be deemed to be valid even though no written notice thereof may be given as above specified. Any member of the BQARD may waive notice of any meeting either before or after the holding thereof. At least a majority of the members-elect of the BOARD shall be required for a quorum. The Board shall act by motion, resolution or ordinance. For the passage of any resolution or ordinance providing for the issuance of bonds, or the execution of any contract, there shall be required a majority vote of the members-elect of the BOARD. For all other matters, vote of a

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majority of the members of the BOARD present at any meeting at which a quorum is present shall be sufficient passage.

Public notices of all regular, special or rescheduled regular meetings of the BOARD shall be given pursuant to the applicable provisions of The Open Meetings Act, being Act 267, Public Acts of 1976, as amended from time to time.

The BOARD shall have the right to adopt rules governing its procedure which are not in conflict with the terms of any statute or of these Articles. The BOARD shall also have the right to establish rules and regulations for the use of any project constructed by it under the provisions of the enabling acts. The BOARD shall keep a journal of its proceedings, which shall be signed by the Secretary. All votes shall be "yeas" and "nays", except that where the vote is unanimous, it shall only be necessary to so state.

#### ARTICLE X

The Chairperson of the BOARD shall be the presiding officer thereof. Except as specifically permitted by the Board or herein otherwise provided, he or she shall not have any executive or administrative functions other than as a member of said BCARD. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the BOARD. The Treasurer shall be custodian of the funds of the AUTHORITY and shall give it a bond conditioned upon the faithful performance of the duties of his or her office. The cost of said bond shall be paid by the AUTHORITY.

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All money shall be deposited in depositories to be designated by the BOARD, and all checks or other forms of withdrawal therefrom shall be signed by the [Chairperson and Treasurer, Secretary, Assistant Secretary, or Assistant Treasurer,] as determined by resolution of the BOARD. The officers of the BOARD shall have such other powers and duties as may be conferred upon them from time to time by the BOARD.

Bonds issued by the AUTHORITY, and interest coupons relating thereto, if any, shall be executed in the name and on behalf of the AUTHORITY by its Chairperson and Secretary by manual or facsimile signature, and the corporate seal of the AUTHORITY or a facsimile there of shall be printed on or affixed to bonds.

The BOARD shall prepare, adopt and submit to their respective legislative bodies an annual budget covering the proposed expenditures to be made for the organizing and operating of such AUTHORITY and for the necessary funds required from each CONSTITUENT MUNICIPALITY for the next fiscal year beginning 1/1/94 , such budget to be submitted to each CONSTITUENT MUNICIPALITY on or before December 1st of each calendar year. The source of funds for payment of the costs of operating the AUTHORITY shall be payments made or caused to be made to the AUTHORITY by the CONSTITUENT MUNICIPALITY, including its general funds and user charges imposed by or on behalf of the CONSTITUENT MUNICIPALITY on the users and beneficiaries of the solid waste management system or user charges paid directly to the AUTHORITY by such users and beneficiaries of the system. No budget shall be adopted unless approved by a majority vote of the members-elect of the Board of

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Trustees; provided, however, that no debt obligation shall be assumed by the JUTHORITY which may then or at any time in the future become in whole or in part the individual liability of any CONSTITUENT MUNICIPALITY without the prior individual consent of that CONSTITUENT MUNICIPALITY; and provided further, that any CONSTITUENT MUNICIPALITY may withdraw from the AUTHORITY at any time prior to the incurrence of indebtedness by the AUTHORITY for which the CONSILTUENT MUNICIPALITY may incur an individual liability without any obligation whatever, and may also withdraw after the assumption of indebtedness by the AUTHORITY for which the individual CONSTITUENT MUNICIPALITY has by its prior agreement thereto incurred an individual liability, but in such latter withdrawal the c asent of the creditor and the AUTHORITY shall be obtained or the ndividual obligation assumed by the withdrawing member shall be p. id by the withdrawing CONSTITUENT MUNICIPALITY on terms satisfactory to the creditor and the AUTHORITY.

The provisions of this Article shall be considered controlling over all other Articles of this instrument.

### ARTICLE XI

The AUTHORITY shall possess all powers necessary to carry out the purposes thereof and those incident thereto. It may acquire private property by purchase, lease, gift, devise or condemnation, either within or without its corporate limits, and may hold, manage, control, sell, exchange or lease such property. For the purpose of conde nation it may proceed under the provisions of

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Act 149, Public Acts of Michigan, 1911, as now or hereafter amended, or any other appropriate statute.

#### ARTICLE XII

Subject to the agreement with Breitung Township referred to in Article XIII below, the AUTHORITY shall have the power to determine the location of any project constructed by it under the provisions of the Act and to determine, in its discretion the design, standards, and the materials of construction, and construct, maintain, repair and operate the same.

#### ARTICLE XIII

The AUTHORITY and its CONSTITUENT MUNICIPALITIES may enter into a contract or contracts providing for the acquisition, purchase, construction, improvement, enlargement, extension, operation and financing of a solid waste management system as authorized and provided in the Act. The AUTHORITY may enter into contracts with any non-constituent county, city, village, township or charter township for the furnishing of a solid waste management system or a service by any solid waste management system owned or operated by the AUTHORITY, which contract shall provide for reasonable charges or rates for such service furnished. The AUTHORITY shall have the power to enter into contracts with any CONSTITUENT MUNICIPALITY or other municipality for the purchase of a solid waste management system or services from such CONSTITUENT MUNICIPALITY or other municipality. No contracts shall be for a period exceeding forty (40) years.

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Notwithstanding anything to the contrary in these articles, all existing agreements, permits and contracts in the name of the County relating to solid waste management and solid waste disposal facilities, including, but not limited to contracts for waste hauling and operation of solid waste processing facilities, Michigan Department of Natural Resources permit[s] and an agreement dated July 16, 1992 with Breitung Township concerning landfill siting, shall be transferred and assigned to and binding upon the AUTHORITY. It is stipulated that the agreements ermits, and contracts referenced herein are limited to those sumerated in Exhibit A attached hereto.

#### ARTICLE XIV

For the purpose of obtaining funds for the acquisition, construction, improving, enlarging or extending of solid waste management system, the AUTHORITY may, upon ordinance - resolution duly adopted by it, issue its negotiable bonds, i ared by the contractual full math and credit pledges of each contracting municipality, in accordance with and subject to the ovisions of the Act.

#### ARTICLE XV

The AUTHORITY and any of its CONSTITUENT MUNI ALITIES and any other municipality shall have authority, if provided by the terms of ar contract, to acquire, construct, improve, enlarge or extend a so id waste management system, to provide for the sale and purchase of solid waste management services from such system or

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Systems, and after the execution of such contract or contracts, the AUTHORITY may issue self-liquidating revenue bonds in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, being Sections 141.101 to 141.139, inclusive, of the Michigan Compiled Laws, or any other act providing for the issuance of revenue bonds, which bonds shall be payable solely from the revenues of the solid waste management system. The charges specified in any such contract or contracts shall be subject to increase by the AUTHORITY at any time if necessary in order to provide funds to meet its obligations. Any contract authorized herein shall be for a period of not exceeding forty (40) years.

#### ARTICLE XVI

The BOARD shall have power to hire all necessary officers and employees to carry out the functions of the AUTHORITY and to fix the compensation therefor; provided, however, that no officer or employee of any CONSTITUENT MUNICIPALITY shall receive any compensation from the AUTHORITY except by the unanimous vote of the members of the BOARD. It is further understood that the BOARD may contract with any CONSTITUENT MUNICIPALITY or some outside governmental agency for the purpose of examining and preparing an eligible register of prospective employees for the several classifications of officers and employees needed to operate such lacilities.

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#### ARTICLE XVII

The BOARD shall cause an annual audit to einde of its financial transactions by a certified public accountant and shall furnish at least two copies thereof to each CONSTITUENT MUNICIPALITY.

### ARTICLE XVIII

These Articles shall be published once in the <u>Daily</u> <u>News</u> of Iron Mountain Michigan, which newspaper has general circulation within the territory encompassed by the AUTHORITY. One printed copy of the Articles of Incorporation as printed in the aforementioned newspaper, certifies as a true copy thereof as hereinafter provided, with the date and place of publication shown by a publisher's affidavit of publication attached thereto, shall be filed with each of the Secretary of State and the Clerk of the County of Dickinson after the execution and publication thereof has been completed.

The <u>Secretary</u> of the <u>Authority</u>, is hereby designated as the person to cause these Articles of Incorporation to be published, certified and filed as aforesaid. In the event he or she shall be unable to act or shall neglect to act, then the <u>Chairman</u> of the <u>Authority</u> shall act in his or her stead.

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#### ARTICLE XIX

This AUTHORITY shall become effective upon the filing of certified copies of these Articles of Incorporation, as provided in the preceding Article XVIII.

#### ARTICLE XX

These Articles of Incorporation may be amended at any time so as to permit any county, city, village, township, or charter township to become a member of this AUTHORITY, if such amendment to and the Articles of Incorporation are adopted by the legislative body of such county, city, village, township or charger township proposing to become a member, and if such amendment is adopted by the legislative body of each CONSTITUENT MUNICIPAL TY of which the AUTHORITY is composed. Other amendments may be made to these Articles of Incorporation at any time if adopted by the legislative body of each CONSTITUENT MUNICIPALITY of which the AUTHORITY is composed. Any such amendment shall be endorsed, published, and certified and printed copies thereof filed in the same manner as the original Articles of Incorporation, except that the filed and printed copies shall be certified by the recording officer of this AUTHORITY.

These Articles have been adopted by the several incorporation municipalities, as hereinafter set forth in the following endorsements, and in witness whereof the designated officials of each CONSTITUENT MUNICIPALITY have endorsed thereon the statement of such adoption.

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The foregoing Articles of Incorporation were adopted by the County of Dickinson, State of Michigan, at a meeting duly held on the <u> $10^{44}$ </u> day of <u>Number</u>, 19<u>92</u>.

Chairperson, Dickinson

County Board of Commissioners

| Deller &. Case B |
|------------------|
| County Clerk     |

County of Dickinson

The foregoing Articles of Incorporation were adopted by the City Council of the City of Iron Mountain, County of Dickinson, State of Michigan, at a meeting duly held on the  $\underline{\gamma} + \underline{\gamma} + \underline{$ 

Mayor City of Iron Mountain

City of Iron Mountain

The foregoing Articles of Incorporation were adopted by the City Council of the City of Kingsford, County of Dickinson, State of Michigan, at a meeting duly held on the  $\underline{\gamma \prime \prime \prime}$  day of  $\underline{\gamma \prime \prime \prime}$   $\underline{\gamma \prime \prime \prime}$   $\underline{\gamma \prime \prime \prime}$   $\underline{\gamma \prime \prime \prime}$ 

au

Mayor City of Kingsford

City of Kingstord

The foregoing Articles of Incorporation were adopted by the City Council of the City of Norway, County of Dickinson, State of Michigan, at a meeting duly held on the  $\underline{\gamma_{H-}}$  day of  $\underline{Lacorfice}$ , 19  $\bar{q}_{H}$ 

City of Norway

City of Norway

The foregoing Articles of Incorporation we adopted by the Township Board of the Charter Township of Br cung, County of Dickinson, State of Schigan, at a meeting duly seld on the 23rd day of Noumber , 1912

Township Supervisor Charter Township of Breitung

Charter Town 5 p of Breitung

The foregoing Articles of Incorporation we the adopted by the Township Board of the Township of Breen, County c \_ ickinson, State of Michigan, at a meeting duly held on the  $4^{\circ}$  c y of  $\mathcal{OHO}$ 1993.

Township Supervisor wnshi Clerk

Township of Breen

Township of Breen

The foregoing Articles of Incorporation were adopted by the Township Beard of the Township of Felch, County of Dickinson, State of Michigan, at a meeting duly held on the  $\gamma^{\mu}$  day of  $M_{CONSISC}$ , 1992.

Township Supervisor

Township of Felch

Township Clerk

Township of Felch

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Norway, County of Dickinson, State of Michigan, at a meeting duly held on the GHA day of -MARMANL, 1992.

Township Supervisor Township of Norway

Township Clerk Township of Norway

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Sagola, County of Dickinson, State of Michigan, at a meeting duly held on t e 740 day of Recember, 1992.

Township Supervisor Township

Township of Sagola

Cierk Township o Sagola

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Waucedah, County of Dickinson, State of Michigan, at a meeting duly held on the  $q \mu day$  of november, 1992. Yuwnship Supervisor ownsh i⁄a

Township Af /Waucedah

Township of Waucedah

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of West Branch, Count / of Dickinson, State of Michigan, at a meeting duly held on the MM day of normher, 1992

l'ownship Supervisa Township of West Branch

Township Ckerk Township of West Branch

DE\P110\128707 3\23111-00-00001

#### EXHIBIT A

#### CONTRACTS, AGREEMENTS & PERMITS TO BE TRANSFERRED

#### FROM

### DICKINSON COUNTY

#### AND ASSIGNED TO AND BINDING UPON

THE SOLID WASTE MANAGEMENT AUTHORITY

# DOCUMENT EXPIRATION DATE 12/31/92 1. Contract with U.P. Engineering for operation of Solid Waste Processing Facility. 2. Contract with Great American Disposal 12/31/92 for waste transportation and disposal. 3. Agreement with Breitung Township relative Indefinite to the abandonment of Site J/K and the provision of up to \$300,000 for further siting efforts and an accompanying supplemental agreement concerning the mechanics of future siting efforts. 4. Agreement with Iron Mountain-Kingsford Waste 9/4/93 Water Treatment Plant for disposal of leachate. 5. DNR Solid Waste Disposal Area Construction Indefinite Permit No. 0291. 6. DNR Solid Waste Disposal Area License No. 7789. 12/31/92 Open 7. DNR Composting Contract # CP-1-22-10034. Open 8. DNR Recycling Contract # RP-1-22-10033. 9. DNR Household Hazardous Waste Contract Open #HHWC-1-22-10032. Open 10. Asset/Responsibility Transition Plan approved by the County Board of Commissioners on September 28, 1992.

\* To the extent permitted by law and subject to any limitations within the contracts, agreements and permits.

# DICKINSON COUNTY SOLID WASTE MANAGEMENT AUTHORITY

# SOLID WASTE SERVICES OPERATING CONTRACT

THIS CONTRACT made and entered into this  $\underline{H}^{\not{P}}$  day of  $\underline{Apcr}$ , 1996, by and between the DICKINSON COUNTY SOLID WASTE MANAGEMENT AUTHORITY, a municipal authority established under Act 233, Public Acts of Michigan, 1955, as amenaed, and GREAT AMERICAN ENVIRONMENTAL SERVICES, INC. (d/b/a The Great American Disposal Company), a Michigan corporation.

# WITNESSETH:

WHEREAS, the Authority (hereinafter defined) is the owner and operator of an existing Solid Waste Processing Facility (the "SWPF") on the property described on Appendix A hereto; and

WHEREAS, the Authority has heretofore prepared a request for proposals containing specifications and supporting documents for the transportation and disposal of municipal and commercial solid waste processed at the SWPF in a licensed solid waste disposal facility; and

WHEREAS, the Contractor (hereinafter defined) has submitted an alternate proposal and bid in accordance with the request for proposals, which includes operating the SWPF and recycling, yard waste disposal and household hazardous waste disposal programs on behalf of the Authority; and

WHEREAS, the Contractor's alternative proposal has been accepted by the Authority; and

WHEREAS, pursuant to the alternate proposal, the Contractor will operate the SWPF for and on behalf of the Authority, and will acquire, construct and operate a solid waste transfer facility (the "Transfer Station") on property owned by the Authority and shall lease all or a portion of such property from the Authority for such purpose, such lease to be substantially in the form attached hereto as Appendix F; and

WHEREAS, the Transfer Station will process the municipal and commercial solid waste streams presently being processed by the SWPF and is expected to be ready to begin commercial operation not later than January 1, 1998; and

WHEREAS, the parties intend that the Contractor assume operating responsibility for the SWPF as of the date of this Contract for the provision of the solid waste processing and disposal, recycling, yard waste disposal and household hazardous waste disposal services described herein.

NOW, THEREFORE, for and in consideration of the mutual undertakings of the parties hereto, all as hereinafter set forth, it is agreed by and between said parties, for themselves, their successors and assigns, as follows:

<u>Definitions</u>. Whenever used in this Contract, the following capitalized terms shall have the following meanings. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of Michigan, 1994, Part 115 (Solid Waste Management) and Part 111 (Hazardous Waste Management), and the administrative rules promulgated thereunder, being Mich Admin. Code R. 299.4101 et seq. (1993) and Mich. Admin. Code R. 299.6101 et seq. (1993), including temporary regulations now or as may be from time to time in effect (collectively, "Act 451").

"Authority" means the Dickinson County Solid Waste Management Authority, a municipal authority established under Act 233, Public Acts of Michigan, 1955, as amended.

"Commercial Operation Date" means the date that the Transfer Facility begins accepting Solid Waste, household Hazardous Waste, Yard Clippings or Recyclable Materials for processing in the normal course of start-up commercial operations, such date to be determined by the Authority.

"Contract" means this Solid Waste Services Operating Contract between the Authority and the Contractor, as the same may be amended and in effect from time to time, and including Appendices the description of the Site and the program requirements set forth in Appendices A through E, inclusive.

"Contractor" means Great American Environmental Services, Inc. (d/b/a The Great American Disposal Company), a Michigan corporation, and its successors, assigns and legal representatives.

"Lease" means the Operating Agreement and Lease to be executed between the Authority and the Contractor substantially in the form attached hereto as Appendix F.

"MDEQ" means the Michigan Department of Environmental Quality or such other or successor State agency having jurisdiction over the subject matter of this Contract.

"Site" means the real property described in Appendix A hereto, which includes the site of the SWPF.

"SWPF" means the Solid Waste Processing Facility located on the Site which is owned by the Authority. "Transfer Station" means the solid waste transfer facility to be acquired and constructed by the Contractor and operated by the Contractor pursuant to the terms of the Contract.

- 2. <u>Incorporation of Proposal</u>. It is mutually agreed by and between the parties that the supporting contract documents consisting of the Request for Proposals (including bond requirements), Bid Proposal and alternate proposal of the Contractor shall be incorporated herein by reference and become a part of this Contract and shall be binding upon the parties hereto, provided, however, that specific enumerations of this Contract shall, if at variance with any of said items aforementioned, be controlling and binding upon the parties.
- 3. Eacility Operation; Transportation and Disposal of Solid Waste; Recyclable Materials, Yard Clippings, Household Hazardous Waste Programs. The Contractor agrees that during the term of this Contract and any extension hereof it shall be responsible for the operation of the SWPF and, from and after the Commercial Operation Date of the Transfer Facility, the Transfer Facility The Contractor shall accept for processing at the SWPF, and, from and after the Commercial Operation Date of the Transfer Facility, at the Transfer Facility, Solid Waste which may be disposed of in a type II landfill, household Hazardous Waste, Yard Clippings and Recyclable Materials, all as provided more fully herein and in Appendices B, C, D and E hereto. The Contractor agrees further that only Solid Waste which may be disposed of in a type II landfill, household Hazardous Waste and Yard Clippings generated within Dickinson County may be accepted for processing at the SWPF and the Transfer Station. The Contractor agrees further to transport to and dispose of in a licensed disposal facility all and not less than all of the municipal and commercial Solid Waste and the household Hazardous Waste processed initially at the SWPF and, from and after the commercial operation date of the Transfer Facility, the Transfer Facility in accordance herewith, and to operate programs respecting Recyclable Materials, Yard Clippings and household Hazardous Waste as provided in Appendices B, C, D and E hereto, all in accordance with and in compliance with all provisions of any applicable Federal, State and County laws and regulations, including the Dickinson County Solid Waste Management Plan and the applicable solid waste management plan under Act 451 or other relevant law of the county in which the Solid Waste is to be disposed as the same is in force and effect from time to time. The Contractor agrees further that if at any time and from time to time the Contractor provides waste collection within Dickinson County as an ancillary part of its business, such waste collected shall be processed at the SWPF or the Transfer Station (if collected after the Commercial Operation Date thereof) prior to transportation out of Dickinson County by the Contractor for disposal. The Contractor agrees further that Solid Waste, Recyclable Materials, Yard Clippings and household Hazardous Waste shall be accepted at the SWPF and the Transfer Station on a drop-in basis from Dickinson County residents.

For the privilege of operating the SWPF, the Contractor shall pay the Authority a-use fee for the SWPF on a monthly basis during the term of this Contract in the amount of One Thousand Fifty Dollars (\$1,050.00) per month.

The foregoing rental rate shall be subject to renegotiation at such time as shall be agreed by both parties, but not earlier than two (2) years from the dated date hereof and not later than the beginning of any extension of the term hereof

- 4. <u>SWPF Maintenance and Repair; No Liens</u>. During the term of this Contract, the Contractor, at its cost, shall be responsible for all maintenance and repairs with respect to all portions of the SWPF, as set forth in section 9 of the Lease, which section is specifically incorporated herein in full by reference. The SWPF shall be returned to the Authority upon the termination of this Contract in good repair and working order. The Contractor shall not suffer or give cause for the filing of any lien against the SWPF. The Contractor shall make no permanent improvement to the SWPF, including installing or removing fixtures, without the Authority's prior written consent.
- 5. Billing: Payment. The Contractor shall be responsible for billing the customers of the SWPF and the Transfer Station (after the Commercial Operation Date of the Transfer Station) in the name of the Authority and at the rate or rates established from time to time by the Authority and for collecting payment for disposal and other services provided at the SWPF and the Transfer Station (after the Commercial Operation Date of the Transfer Station). Payments shall be made to the Authority. Billing shall be accomplished on a timely basis on a schedule and in a form approved by the Authority. Billing for Solid Waste processing and disposal shall be quoted in tons of Solid Waste transported and disposed of at the Contractor's landfill. The Authority shall pay for the disposal of household Hazardous Waste. Weight of delivered material shall be measured using the scale existing on the Site. The Contractor, at such times as the Authority may reasonably request but in any event not less often than annually, shall evaluate the scale for accuracy and shall certify the accuracy of the scale to the Authority in writing. Such evaluation shall be done in form and substance satisfactory to the Authority.

The Authority agrees that the existing billing system may be used by the Contractor for billing purposes; provided, however, that any software or hardware upgrades, if required by the Contractor, shall be purchased by the Contractor. Such upgrades shall become the property of the Authority upon the termination of this Contract. A bill for Solid Waste, Recyclable Materials, Yard Clippings and household Hazardous Waste delivered by Dickinson County residents on a drop-in basis shall be rendered and paid at the time of delivery, payment to be in cash or by personal check or otherwise as permitted by the Authority in writing.

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For the privilege of operating the SWPF, the Contractor shall pay the Authority a use fee for the SWPF on a monthly basis during the term of this Contract in the amount of One Thousand Fifty Dollars (\$1,050.00) per month

The foregoing rental rate shall be subject to renegotiation at such time as shall be agreed by both parties, but not earlier than two (2) years from the dated date hereof and not later than the beginning of any extension of the term hereof.

- 4. <u>SWPF Maintenance and Repair: No Liens</u>. During the term of this Contract, the Contractor, at its cost, shall be responsible for all maintenance and repairs with respect to all portions of the SWPF, as set forth in section 9 of the Lease which section is specifically incorporated herein in full by reference. The SWPi shall be returned to the Authority upon the termination of this Contract in good repair and working order. The Contractor shall not suffer or give cause for the filing of any lien against the SWPF. The Contractor shall make no permanent improvement to the SWPF, including installing or removing fixtures, without the Authority's prior written consent.
- 5. Billing: Payment. The Contractor shall be responsible for billing the customers of the SWPF and the Transfer Station (after the Commercial Operation Date of the Transfer Station) in the name of the Authority and at the rate or rates established from time to time by the Authority and for collecting payment for disposal and other services provided at the SWPF and the Transfer Station (after the Commercial Operation Date of the Transfer Station) Payments shall be made to the Authority. Billing shall be accomplished on a timely basis on a schedule and in a form approved by the Authority. Billing for Solid Waste processing and disposal shall be quoted in tons of Solid Waste transported and disposed of at the Contractor's landfill. The Authority shall pay for the disposal of household Hazardous Waste. Weight of delivered material shall be measured using the scale existing on the Site. The Contractor, at such times as the Authority may reasonably request but in any event not less often than annually, shall evaluate the scale for accuracy and shall certify the accuracy of the scale Such evaluation shall be done in form and to the Authority in writing. substance satisfactory to the Authority.

The Authority agrees that the existing billing system may be used by the Contractor for billing purposes; provided, however, that any software or hardware upgrades, if required by the Contractor, shall be purchased by the Contractor. Such upgrades shall become the property of the Authority upon the termination of this Contract. A bill for Solid Waste, Recyclable Materials, Yard Clippings and household Hazardous Waste delivered by Dickinson County residents on a drop-in basis shall be rendered and paid at the time of delivery, payment to be in cash or by personal check or otherwise as permitted by the Authority in writing.

All revenues received by the Contractor derived from bills rendered pursuant to this section, whether in cash or otherwise, shall be immediately deposited in the name and for the credit of the Authority at the bank or financial institution designated by the Authority for such purpose, and in any event not less often than once each week or at any time revenues received by the Contractor or on hand exceed \$1,500.00.

- 6. <u>Payment Delinquenciés</u>. Bills to Authority clients shall provide that bills are payable within 30 days of delivery to Authority clients. Bills remaining unpaid for thirty (30) or more days after the due date may be considered delinquent by the Contractor, and may bear interest at a rate of not to exceed one and one-thalf percent (1.5%) per month until paid, and such amounts shall be added to the amounts otherwise payable to the Authority. Collection of delinquent bills shall be the responsibility of the Contractor, provided that the method of collection shall be subject to the Authority's prior approval.
- 7. <u>Payments to Contractor</u>. In consideration of the operation of the SWPF and the Transfer Facility (from and after the Commercial Operation Date thereof) and for the other services to be performed by the Contractor under this Contract, the Authority agrees to pay the Contractor at the rates set forth in Appendix B hereof.
- 8. <u>No Commingling of Hazardous Waste</u>. The Contractor agrees that it shall prevent the commingling of any Hazardous Waste with the Solid Waste, Recyclable Materials and Yard Clippings processed at the SWPF.
- <u>Term: Termination</u>. The initial term of the Contract shall be for a period of ten (10) years commencing sixty (60) days after issuance by the Authority of a Notice to Proceed, in accordance with the following timetable:

| Notice to Proceed issued | <u>Apr. 11</u> , 1996 |
|--------------------------|-----------------------|
| Contract beginning       | June 10, 1996         |
| Initial Termination Date | June 9, 2006          |

The initial Termination Date may be extended in the event the Authority elects to extend the Contract as provided in section 10 hereof. The Contract may be terminated at an earlier date by the Authority in the event of a default by the Contractor of its obligations under the Contract as set forth herein.

10. <u>Extension</u>. The Authority shall have the right (but not the obligation), in its sole discretion, to extend the Contract for additional ten (10) year periods. If the Authority elects to so extend the Contract, the Authority shall provide written notice of its election to the Contractor on or prior to one hundred eighty (180) days prior to the then-effective Termination Date. If the Authority elects to extend the Contract, the cost escalation factor set forth in Appendix B shall continue to apply during any such extension unless and until the Authority and

the Contractor shall agree on a new cost escalation factor to operate over the Contract extension.

- 11. No Assignment; Preservation of Existence. The Contractor agrees that it will not assign nor subcontract this Contract or any part hereof, and that it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation of permit one or more corporations to consolidate with or merge into it; except, however, that if the Contractor is not then in default of its obligations under this Contract (as evidenced by a written statement to such effect issued by the Authority) and no default will be caused by the proposed assignment, subcontract, consolidation, merger or transfer, the Contractor may (i) assign or subcontract this Contract or a part hereof, (ii) sell or otherwise transfer all or substantially all of its assets to, or consolidate with or merge into another organization or corporation, (iii) permit one or more such organizations or corporations to consolidate or merge into it, or (iv) acquire all or substantially all of the assets of one or more such organizations or corporations, it being expressly provided, however, that the foregoing is subject to satisfaction of the following conditions precedent: (a) that such assignment, subcontract, consolidation, merger or transfer does not, in the sole judgment of the Authority, adversely affect the Authority's solid waste disposal services which are the subject of this Contract, (b) that the assignee, subcontracting, surviving, resulting or transferee organization or corporation is qualified to do business and is in good standing in the State of Michigan and is, in the Authority's sole judgment, capable of operating the SWPF and the Transfer Station, (c) that the assignee, subcontracting, surviving, resulting or transferee organization or corporation, as the case may be, assumes in writing all of the obligations of and restrictions on the Contractor under this Contract prior to the effective date of such assignment, subcontract, consolidation, merger or transfer in form and substance satisfactory to the Authority in its sole discretion, and (d) that the assignee, subcontracting, surviving, resulting or transferee organization or corporation, as the case may be, has a tangible net worth determined in accordance with generally accepted accounting principles. of not less than the tangible net worth of the Contractor as of the date of the Contractor's most recent financial statements completed by an independent certified public accountant acceptable to the Authority. The Authority's determinations shall be final with respect to the satisfaction of conditions set forth herein.
- 12. Indemnification. The Contractor hereby agrees to protect, indemnify and save harmless the Authority and its officers, employees, agents and representatives, from and against any and all loss, expense, damage, demands, claims and liability (including court costs and counsel fees) for injury (including sickness or disease) to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of or in any way connected with any act, error or omission on the part of the Contractor or others whose

services are engaged by the Contractor or anyone directly or indirectly employed or controlled by any of them in the course of the performance of the work provided for in the Contract. The indemnification obligations contained herein shall not extend to the acts of misconduct by the Authority or it's employees, other contractors or agents. In the event any action or proceedings shall be brought against the Authority by reason of any claim covered hereunder, the Contractor upon notice from the Authority, will at its sole cost and expense, resist and defend the same. If in the Authority's sole discretion the Authority deems it necessary or appropriate for the Authority to provide its own counsel, the cost will be assessed to the Contractor.

The Contractor agrees that it is its responsibility and not the responsibility of the Authority to safeguard the SWPF, the Transfer Station and all of the Contractor's property or the property and materials that any employees, consultants or subcontractors use or have in their possession while performing under this Contract. The Contractor further agrees to hold the Authority harmless for any loss of such property and materials used by any such persons pursuant to the Contractor's performance under the Contract or which is in their possession.

- 13. <u>Insurance</u>. The Contractor agrees to secure and keep in force during the entire term of this contract, or any renewal thereof, insurance as set forth in Appendix B, which is hereby incorporated herein by reference.
- 14. <u>Failure of Performance</u>. In the event that the Contractor shall fail, neglect or refuse to perform any or all of the duties, obligations or agreements by it to be performed under these contract documents, the Authority may perform such duties, obligations or agreements or have such duties, obligations or agreements performed, and charge all costs thereof or incurred in connection therewith, to the Contractor and the Contractor shall pay all of said costs to the Authority and, not in limitation of the generality of the foregoing, the Authority may collect the same in any manner authorized by law or the Authority may deduct such costs from any monies due or to become due to the Contractor or collect the same from the obligee under the performance bond filed in connection with this Contract.
- 15. <u>Events of Termination</u>. This Contract is terminable by the Authority upon five
   (5) calendar days written notice to the Contractor should the Contractor, in the Authority's reasonable judgment:
  - A. Fail to fulfill its obligations hereunder in a timely and proper manner;
  - B. Violate any of the covenants, agreements or terms of this Contract, the Appendices hereto, or the supporting contract documents set forth in section 2 hereof; or

C Cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceeding, whether voluntary or involuntary

If the Contract is so arminated, the Contractor shall be entitled to be paid only for those services rendered prior to the effective date of such termination. The Contractor shall be liable to the Authority for any damages the Authority sustains by virtue of the Contractor's breach or any reasonable cost the Authority might incur enforcing or attempting to enforce this Contract, including reasonable attorney's fees. The Authority may withhold any payment(s) to the Contractor for the purpose of set-off or may make a claim against the performance bond filed in connection with this Contract until such time as the exact amount of damages due to the Authority from the Contractor is determined by law or equity. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any setoff or performance bond payment.

- 16. <u>Reports</u>. The Contractor shall provide the Authority with periodic reports in form and substance satisfactory to the Authority showing the volume and tons of Solid Waste and household Hazardous Waste transported and disposed of, and showing the volume and tons of Recyclable Materials and Yard Clippings processed at the SWPF and the Transfer Station. Reports shall be prepared not more frequently than weekly. The Contractor shall collect and provide data for the reports in a format which can readily be incorporated into reports required to be submitted by or on behalf of the Authority to the MDEQ or other governmental agency or entity having jurisdiction over the Authority, the SWPF, or the Transfer Station.
- 17. <u>Capacity Guarantee</u>. The Contractor guarantees the availability of sufficient disposal capacity in a State-approved and licensed solid waste disposal site for the disposal of Solid Waste hereunder at the prices set forth in the Bid Proposal at all times during the life of the Contract and any extension thereof. Should disposal capacity become unavailable at any time at the prices set forth in the Bid Proposal, the Authority shall have the unrestricted right to make whatever alternative disposal arrangements with whatever parties as may be necessary or advisable, in the Authority's sole discretion, to dispose of the Solid Waste, and the unavailability of such disposal capacity shall be a material breach hereof.
- 18. <u>Payroll Withholding</u> The Contractor shall pay all contributions measured by wages of its employees and the employees of their subcontractors required by the federal Social Security Act and/or the Public Laws of the State of Michigan and assumes exclusive liability for said contributions. The Contractor further agrees to hold harmless the Authority on account of any contributions measured by the wages as above stated, of employees of the Contractor and its subcontractors.

- 19. <u>Tunes</u>. The Contractor shall make payment of all Federal, State, County or municipal sales, use or other taxes or permits now in force or which may be enacted during the life of the Contract; provided, however, that any tax which is or may be specifically imposed on the disposal of solid waste, and which is based upon volume, weight, or other measurement of actual solid waste disposed, may be passed through to the Authority.
- 20. <u>Independent Contractor</u>. The relationship of the Contractor to the Authority is and shall continue to be that of an independent contractor, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to the Contractor or the Contractor's agents or employees with respect to the Authority as a result of the performance of this Contract and the Contractor shall indemnify and hold the Authority harmless from and against any such claims.
- 21. <u>Subcontracting: Prior Approval</u>. None of the services covered by this Contract shall be subcontracted without the prior written approval of the Authority, which approval may or may not be granted in the Authority's sole discretion. Such covenant shall not constitute a basis for privity between the Authority and the subcontractor and the Contractor agrees to indemnify and hold the Authority harmless from any such claims initiated pursuant to any subcontracts it enters into in performance of this Contract. Nothing in this section shall be read to grant rights to the Contractor on terms more favorable than set forth in section 11 hereto.
- 22. <u>Compliance With Laws</u>. The Contractor shall, in the performance of the services, comply with, and shall require all employees, subcontractors and agents to comply with, all codes, laws, regulations, statutes, permits and ordinances, whether Federal, State, or local, including but not limited to the Dickinson County Solid Waste Management Plan, the solid waste management plan of the county in which the waste is to be disposed, and all present or future public health and sanitary regulations of the Authority. The Contractor shall hold the Authority harmless with respect to any damages or liability arising from any violation of any of the foregoing by it or its employees or agents.
- 23. <u>Fair Employment</u>. The Contractor shall comply with all provisions of the Fair Employment Practices Act of the State of Michigan.
- 24. <u>Permits, Licenses</u>. The Contractor shall obtain, at its expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect, and shall provide the Authority with copies of such permits together with a certificate of compliance with this section. In the event that the Contractor fails to so obtain any necessary permit or license, the Authority may, but shall not be required to, obtain the permit or license in the

Contractor's place and stead, provided that all costs, liability and expense of the Authority shall be paid by the Contractor.

- 25. <u>No Franchise</u>. It is understood and agreed between the parties that this agreement shall constitute a Contract for transportation and disposal of mixed refuse and other services required under this Contract; that said agreement shall not constitute a franchise, nor shall the same be deemed or construed as such.
- 26. <u>Labor Disputes</u>. It is expressly understood and agreed that strikes, labor disputes, work stoppages, "slowdowns," or the like, shall not provide, in any manner, an acceptable or excusable basis for delay, partial performance, or non-performance by the Contractor of the services hereunder. In the event of the occurrence of such strikes, labor disputes, work stoppages or "slowdowns," or the like, the Contractor shall remain obligated and liable to the Authority for the complete and proper performance of the services contained in this Contract.
- 27. <u>Amendment</u>. The terms of this Contract may be modified, changed or altered upon the mutual written agreement of the parties.
- 28. <u>No Discrimination</u>. In accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and equal employment, and in accordance with the Michigan Constitution and all State laws and regulations governing fair employment practices and equal employment opportunity, the Contractor agrees that it will not discriminate against any person, employee, or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment because of his/her religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 29. <u>No Waiver: Controlling Law</u>. No failure by the Authority to insist upon the strict performance of any covenant, term or condition of this Contract or to exercise any right, term or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach. No waiver of any breach shall affect or alter this Contract, but each and every covenant, term and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. This Contract shall be governed by the laws of the State of Michigan.
- 30. <u>Severability</u>. If any provision of this Contract, or the application thereof to any person or circumstance shall, to any extent, judicially be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of

this Contract shall be valid and enforceable to the fullest extent permitted by law.

- 31. <u>Entire Agreement</u>. This Contract, including the contract documents and the Appendices attached hereto, which are made a part of this Contract, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein.
- 32. <u>Notice</u>. All notices required to be delivered hereunder shall be addressed to the parties as follows unless the parties provide notice of a substitute address. Notice may be via first-class mail, overnight delivery service, or facsimile transmission, provided that facsimile transmission shall be followed by first-class mail or overnight delivery service.

If to the Authority:

Dickinson County Solid Waste Management Authority P.O. Box 252 Iron Mountain, Michigan 49801-0252 Attention: Administrator Facsimile: (906) 779-5989

If to the Contractor:

The Great American Disposal Company P.O. Box 2002 Kingsford, Michigan 49802-2002 Attention: David J. Brisson Facsimile: (906)563-9800

- 33. <u>Tires</u>. The Contractor shall accept tires for processing but shall not include tires for purposes of billing or reports respecting Solid Waste, household Hazardous Waste, Recyclable Materials or Yard Clippings hereunder. The Contractor shall bill for the processing and disposal of tires at rates set by the Authority. The Authority shall pay for removal of tires from the Site.
- 34. <u>Bale Tie Wire Inventory</u>. The Contractor shall purchase the bale tie wire inventory from the Authority upon the effective date of this Contract. Payment shall be at the price per pound paid for the wire in inventory. The total payment shall be for the weight of wire in inventory as recorded on the factory weight tickets attached to each spool of wire.
- 35. <u>Municipal Users</u>. The Contractor acknowledges and agrees that the primary users of the SWPF and the Transfer Station are and will be the municipal clients of the Authority, and that the Contractor's operations and hours of operation shall be coordinated so as to insure ease of access and priority to such

municipal clients' vehicles.

- 36. <u>Leachate Management</u>. The Contractor acknowledges and agrees that the Contractor is solely responsible for all aspects of leachate management at the SWPF, the Transfer Station, and its disposal facility or facilities.
- 37. <u>Marketing of Recyclable Materials; Revenue Sharing</u>. The Contractor shall be responsible for the marketing and transportation of all Recyclable Materials processed at the SWPF. The Contractor shall use its best efforts to market such materials at the best available price. All marketing costs shall be borne by the Contractor.

The Contractor shall pay guarterly to the Authority an amount which shall be equal to 50% of the profit from the sale of Recyclable Materials, used oil and lead acid batteries processed by the Contractor. Payment shall be made within 30 days of acceptance of the guarterly budget report (described below) by the Authority. For purposes of this section, "profit" shall be calculated in accordance with the Proforma Monthly Recycling Budget for Baler Facility dated January 4, 1996 (the "Base Budget"), which is attached hereto as Appendix G and incorporated herein by reference. Revisions to the Base Budget may be considered by the Authority periodically, but if at the Contractor's request, no more frequently than annually. If revisions to the Base Budget are necessary, the Contractor will prepare and submit a revised budget to the Authority for the following operating year not later than December 1 of the current operating year. The revised budget shall be subject to the Authority's approval prior to becoming the Base Budget. The Contractor agrees to maintain independent financial records of revenue and expense of the recycling program (and including used oil and lead acid batteries) in a format identical to the Base Budget and in a manner which enables an independent audit of such records. The Contractor further agrees to permit the Authority or its representatives access to such records as and when convenient to the Authority for the purposes of verification and audit. The Contractor will submit quarterly budget reports to the Authority which provide a line-item budget-to-actual comparison of month-to-date, quarter-to-date and year-to-date results for the reporting period in form and substance satisfactory to the Authority. Quarterly budget reports shall be submitted within 15 days of the end of each calendar quarter. Quarterly budget reports shall be deemed accepted unless rejected by the Authority within 30 days of receipt.

38. <u>Environmental Provisions</u>. The Contractor shall conduct sampling and analysis of ground water in the monitoring wells in existence on the Site if continued monitoring is required by the MDEQ. Ground water analysis shall be performed by an independent laboratory acceptable to the Authority in its reasonable discretion. A copy of such analysis shall be provided to the Authority at the same time the analysis is provided to the Contractor. If abandonment of the wells is approved by the MDEQ, the Contractor's obligations under this section

shall cease and the Authority shall abandon the wells.

- 39 <u>Authority Office</u>. The Authority shall maintain its office within the SWPF. The Authority shall be responsible for the payment of telephone lines to its office, but all other utilities provided to the SWPF shall be payable by the Contractor on an undivided basis. The Authority shall have reasonable access to the conference room within the SWPF as may be necessary and from time to time.
- 40. <u>Covenants: Conditions</u>. All terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions were used in each separate term and provision.
- 41. <u>Miscellaneous Provisions</u>. To the extent that the provisions of section 19 of the Lease, entitled "Miscellaneous," pertain to the SWPF, such provisions are intended to be operative as of the effective date of this Contract, and such provisions are hereby incorporated herein by reference.
- 42. <u>Binding Agreement</u>. All covenants, obligations, stipulations and agreements herein shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto, the foregoing being the express intent of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above-written.

IN THE PRESENCE OF:

DICKINSON COUNTY SOLID WASTE MANAGEMENT AUTHORITY, a public authority

The Affin Witness

By: James Ce. Ullan Its:

EKR for

By: <u>Vice Character</u>

GREAT AMERICAN ENVIRONMENTAL SERVICES, INC., as Contractor

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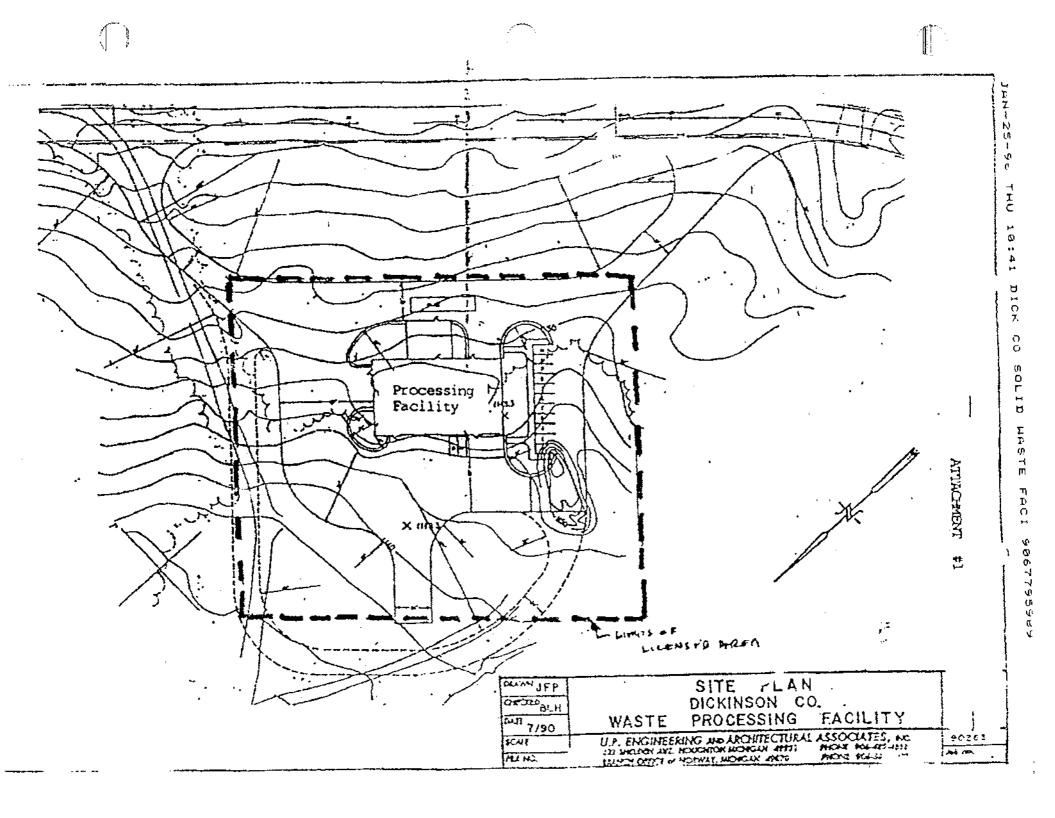
Witness

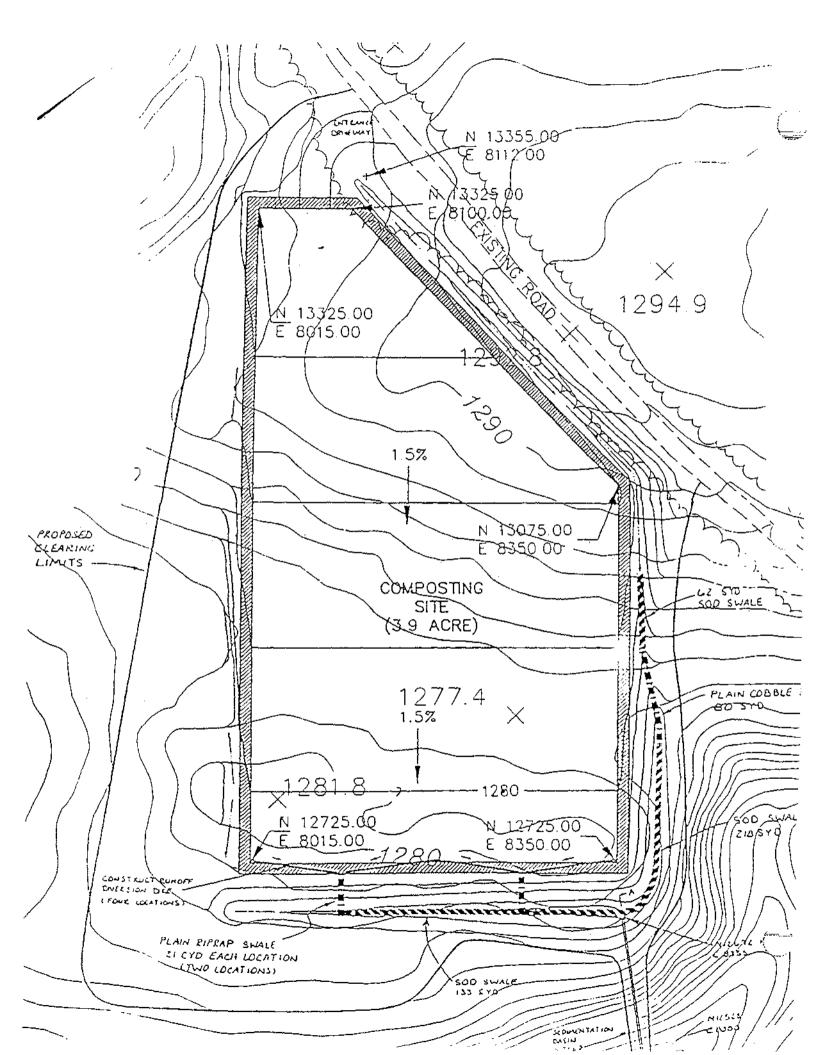
Witness .

# APPENDIX A -- SITE DESCRIPTION

The Site, which is comprised of two parts, is described on the attached maps and is the area of active operations at the Dickinson County Solid Waste Processing Facility. The active operations area includes the SWPF, the recycling storage building, the household Hazardous Waste storage building, the paved area surrounding the buildings, and the compost site and access road. The active operations area includes the sites of the monitoring wells and the on-site sewage treatment system.

[Copies of maps showing limits of licensed areas attached]





# APPENDIX B -- CONTRACT GENERAL REQUIREMENTS

### A. <u>Insurance</u>

## 1. <u>Property Damage and Public Liability</u>

The Contractor, and all subcontractors, if any, shall keep in effect for the life of this Contract a policy of property damage and public liability insurance, in amounts not less than \$500,000.00 property damage per occurrence; \$1,000,000 for bodily injury or death per person per occurrence, and \$3,000,000 for bodily injury or death for all persons per occurrence. The insurance shall name as an insured the Contractor and all employees of the Contractor, the Authority and its agents, and all agents, employees, officers, directors, and elected officials of the units of government that are members of the Authority.

Each policy of insurance required under this section shall:

- a. Contain a provision stating that such insurance is primary; and
- b. Contain a provision stating that such insurance will not be canceled by the insurer until after the filing with the Authority via registered mail a written notice from the insurer giving notice of the proposed cancellation, which notice shall be so filed at least 30 days prior to the effective date of the proposed cancellation; and
- c. Be identified in a certificate of insurance to be filed with the Chairperson of the Authority within 10 days after the execution of the Contract.

## 2. <u>Worker's Compensation</u>

The Contractor and all subcontractors, if any, shall obtain and maintain in full force and effect throughout the entire term of the Contract full worker's compensation insurance in accordance with the provisions and requirements of the Worker's Compensation and insurance laws of the State of Michigan, and other applicable laws.

Certificates of such insurance shall be filed with the Authority within 10 days of execution of the Contract.

### 3. Additional Insurance

The Contractor shall obtain all additional insurance which may be required by state or federal laws or regulations.

### B. <u>Performance Bond</u>

The Contractor, simultaneously with execution of the Contract, will be required to

provide a performance bond or an irrevocable letter of credit in an amount of equal to four thousand times the unit price for the first year of the Contract, i.e., \$187,400 (4,000 x \$46.85/ton).

Said bond or letter of credit shall be issued by an agency satisfactory to the Authority, and shall remain in effect for the life of the Contract.

## C. <u>Nonperformance of Duties</u>

All of the terms and conditions of this Contract are deemed material, and if Contractor defaults in the performance of any term or provision hereof or in the performance of any duty or obligation imposed under any statutory provision or under any rule or regulation promulgated by any regulatory officer, agency or authority having jurisdiction over the facility, the Authority may take whatever action deemed appropriate to ensure the non-interruption of the operation and to protect the public health, safety and welfare, which action may include, with out limitation, and one or more of the following remedies:

(a) The exercise of any right, power or privilege granted, created or reserved under this Contract;

(b) The filing of a complaint or petition with any court of competent jurisdiction, seeking injunctive relief, money damages, declaratory relief, or any other kind of relief;

(c) The termination of all Contractor's rights under this Contract,

(d) Taking over all of the equipment, tools and materials of Contractor, wherever located, and operation by the Authority, or by contract labor, or by others for the remainder of the life of the Contract, and in the event this option is exercised Contractor agrees to surrender all of said equipment, tools and materials immediately upon demand; provided, however, that upon expiration of the term of this Contract, all of the Contractor's equipment, tools, and remaining materials may be retained by the Contractor;

(e) Making demand upon the surety or guarantor under the performance bond or letter of credit furnished by Contractor, for payment; performance, or both;

(f) Removal of Contractor and all of its equipment, tools, and materials and employees from the SWPF and/or Transfer Station and operation of the SWPF and/or Transfer Station free from interference or hindrance from Contractor;

(g) Giving Contractor a reasonable period of time to cure any such default; provided, however, that the determination of reasonable amount of time shall be solely within the discretion of the Authority;

(h) Forfeiture of the compensation payable to Contractor during the period of

default.

#### D. <u>Rate Schedule</u>

The rate for the first year of the Contract shall be \$40.57ton of solid waste processed and disposed of the the landrill, less \$1050.00 per month of operation. A cost escalation factor shall be applied to adjust the rate/ton on each anniversary of this Contract based on the lesson of (i) the U.S., consumer Price Index, U.S. City Average, all items, as announced by the U.S. Bureau of Labor Statistics of successor entity, for the previous year, or (ii) four percent(4%).

The forgoing monthly price deduct shall be subject to renegotiation at such time as shall be agreed by both parties, but not earlier than two (2) years from the dated date hereof and not later than the beginning of any extension of the term hereof.

default.

## D. <u>Rate Schedule</u>

The rate for the first year of the Contract shall be \$46.85/ton of solid waste processed and disposed of in the landfill. A cost escalation factor shall be applied to adjust the rate on each anniversary of this Contract based on the lesser of (i) the U.S. Consumer Price Index, U.S. Čity Average, all items, as announced by the U.S. Bureau of Labor Statistics or successor entity, for the previous calendar year, or (ii) four percent (4%).

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### APPENDIX C -- RECYCLING PROGRAM REQUIREMENTS

The following terms and conditions shall be applicable to the recycling program to be managed and operated by the Contractor:

1. The Contractor shall accept Recyclable Materials at the existing location, at no additional charge.

2. The recycling program will be open a minimum of 44 hours per week. At a minimum the following items will be accepted for recycling: aluminum, steel cans, clear, green and brown glass, newsprint, magazines, office paper, PETE (No. 1) and HDPE (No. 2) plastics, corrugated cardboard, and brown paper bags.

3. Notwithstanding any other provision herein to the contrary, the Contractor shall at all times adhere to performance standards and contractual obligations of the Authority required by the MDEQ, whether evidenced by agreement, permit, license, letter or otherwise.

4. The Contractor may petition the Authority for permission to discontinue collection of a recyclable material or materials for which no market has existed for at least 120 days and for which no market is expected to develop. No petition shall be accepted by the Authority unless accompanied by authoritative documentation, satisfactory to the Authority in its sole discretion, respecting the absence of a market for the material. Upon the filing and acceptance of a petition to discontinue collection of a recyclable material or materials, the Authority shall make a determination in its sole discretion whether to approve or deny the petition.

# APPENDIX D -- YARD WASTE/COMPOSTING PROGRAM REQUIREMENTS

The following terms and conditions shall be applicable to the yard waste/composting program to be managed and operated by the Contractor:

1. The Contractor shall accept Yard Clippings at the existing location, at no additional charge.

2. The Contractor shall operate the Yard Clippings composting site.

3. Yard Clippings shall be accepted a minimum of 44 hours per week from the general public. Municipal vehicles will be given priority access to the compost site. The Contractor shall coordinate hours for delivery of Yard Clippings with operating hours established by the Authority.

4. Yard clippings shall be accepted from Dickinson County residents only.

5. The following operating requirements shall apply:

(a) Yard Clippings shall be placed in windrows and turned periodically to enhance biodegradation of the material.

(b) The frequency of turnings shall be determined by monitoring the internal windrow temperature. Water shall be added to the Yard Clippings, when necessary.

(c) Internal windrow temperature shall be used to determine the completion of the composting process. Finished compost shall be stockpiled for [sale to and] use by residents of Dickinson County.

6. Proceeds from the sale of finished compost shall be the property of the Authority. Billing for finished compost shall be accomplished in accordance with sections 5 and 6 of the Contract.

7. Notwithstanding any other provision herein to the contrary, the Contractor shall at all times adhere to performance standards and contractual obligations of the Authority required by the MDEQ, whether evidenced by agreement, permit, license, letter or otherwise.

### APPENDIX E -- HOUSEHOLD HAZARDOUS WASTE PROGRAM REQUIREMENTS

The following terms and conditions shall be applicable to the household Hazardous. Waste program to be managed and operated by the Contractor:

1. The Contractor shall accept household Hazardous Waste ("HHW") at the facility periodically as mutually agreed by both parties. The Authority will pay the costs for advertising the program and for disposal of HHW. <u>Only household</u> <u>Hazardous Waste will be accepted and only from Dickinson County residents</u>.

2. Notwithstanding any other provision herein to the contrary, used motor oil and lead acid batteries shall be accepted not less than 44 hours per week as part of the household Hazardous Waste program. Revenues from the resale of used oil and lead acid batteries shall be included in the revenue sharing calculation which is part of the Rent calculation at section 37 of the Contract.

3. Notwithstanding any other provision herein to the contrary, the Contractor shall at all times adhere to performance standards and contractual obligations of the Authority required by the MDEQ, whether evidenced by agreement, permit, license, letter or otherwise.

### APPENDIX F -- FORM OF TRANSFER STATION SITE LEASE

#### OPERATING AGREEMENT AND LEASE

This Operating Agreement and Lease (the "Lease") is made and entered into this // day of // p < //, 199 $/_{O}$ , by and between the DICKINSON COUNTY SOLID WASTE MANAGEMENT AUTHORITY (the "Authority"), a Michigan municipal body corporate and public authority incorporated pursuant to the provisions of Act 233, Public Acts of Michigan, 1955, as amended ("Act 233"), as Landlord, and GREAT AMERICAN ENVIRONMENTAL SERVICES, INC. (d/b/a The Great American Disposal Company), a Michigan corporation (the "Contractor"), as Tenant.

#### BACKGROUND

The Authority has been incorporated by its constituent municipalities for the purpose of the collection or disposal, or both, of garbage or rubbish, or both, and to acquire, construct, own, improve, enlarge, repair, remodel, extend, maintain and operate a waste management project or system in accordance with the authorization now or hereafter granted by Act 233, and by any other applicable statute. In accordance with those purposes and authority, the Authority has established a Solid Waste Processing Facility (the "SWPF") for its constituent municipalities which provides solid waste processing services on the property described on Appendix A to the Solid Waste Services Operating Contract dated  $\underline{A_{r'}cil}$  11, 1996, between the Authority and the Contractor (the "Operating Contract").

The Authority issued a Request For Proposals ("RFP") containing specifications and supporting documents for the transportation and disposal of municipal and commercial solid waste processed at the SWPF in a licensed solid waste disposal facility. Pursuant to the RFP, the Contractor submitted its alternative proposal for the acquisition, construction, operation and maintenance of a Transfer Facility and for the operation of the SWPF, including operating a recycling, yard waste disposal and household hazardous waste disposal programs, on behalf of the Authority, and the Authority has selected the Contractor as the prospective provider of such services under the Operating Contract.

Pursuant to the alternate proposal, the Contractor will acquire, construct and operate a solid waste transfer facility (the "Transfer Station") on the Leased Premises (hereinafter defined) and shall lease the Leased Premises from the Authority for such purpose. The Transfer Station will process the municipal and commercial solid waste streams presently being processed by the SWPF and is expected to be ready to begin commercial operation not later than January 1, 1998. Upon the terms and conditions set forth herein, the Authority shall have the right to purchase the Transfer Station from the Contractor upon the termination hereof.

The Contractor has assumed operating responsibility for the SWPF as of the date of the Operating Contract for the provision of the solid waste processing and disposal, recycling, yard waste disposal and household hazardous waste disposal services described above and desire to extend the terms of the Operating Contract to include the operation of the Transfer Station.

NOW THEREFORE, the parties hereto, and their successors and assigns, intending to be legally bound, agree as follows:

1. Leased Premises. The Authority hereby leases to the Contractor and the Contractor hereby leases from the Authority the premises described on Exhibit A hereto (the "Leased Premises") upon which the Transfer Station will be constructed by the Contractor. The Leased Premises consist solely of the real property described in Exhibit A. The SWPF has remained the property of the Authority but is operated by the Contractor; the Transfer Station and improvements to be constructed by the Contractor on the Leased Premises shall be owned and operated by the Contractor during the term of this Lease unless and until purchased by the Operating Agreement.

2. License. From and after the effective date of this Lease and until such time as this Lease is terminated, the Contractor, its employees, agents and all companies or persons retained by the Contractor and their employees and agents shall have a license to enter upon the Leased Premises for reasonable purposes of constructing and operating the Transfer Station and improvements, in all cases and at all times subject to the ordinances, laws and regulations of the Charter Township of Breitung and any other governmental unit having jurisdiction.

3. <u>Project</u>. The Contractor will construct the Transfer Station and improvements according to the plans and specifications to be submitted to the Authority for approval.

4. Lease Term. The initial term of this Lease shall be for the lesser of ten (10) years or until the initial Termination Date of the Operating Contract, commencing on the effective date hereof. The Authority shall have the right but not the obligation to extend the term of this Lease for additional ten (10) year terms beyond the initial term in accord with the terms of and subject to the extension of the Operating Contract.

5. <u>Rent</u>. Beginning on  $\underline{Jone 10}$ , 1996, the Contractor shall pay the Authority rent for the Leased Premises on an annual basis during the term of this Lease in the amount of One Dollar (\$1.00) per year.

The foregoing rental rate shall be subject to renegotiation at such time as shall be agreed by both parties, but not earlier than two (2) years from the dated hereof and not later than the beginning of any extension of the term hereof.

6. Taxes, Charges, Assessments. The Contractor shall pay all taxes and special assessments imposed on the land comprising the Leased Premises and the improvements thereon (including, by way of example but not limitation, the Transfer Station) by any taxing authority. The Contractor shall pay all water and sewer rates and charges and other governmental levies and charges which are assessed or imposed upon the improvements upon the Leased Premises or any part thereof, or become payable on or after the commencement of the term of this Lease or during any renewal term. The Contractor shall have the right, at its own expense, to contest and review by legal proceedings, instituted and conducted by the Contractor, any and all real estate taxes, water rates, sewer rates, or other charges imposed upon or against the Leased Premises. In the event the Contractor exercises its right to review by legal proceedings any such real estate taxes, assessments, or other charges imposed upon or against the Leased Premises, the Contractor shall continue to pay, as the same become due and payable, the full amount of such taxes, assessments, other charges under protest, if it be so advised. The term "legal proceedings" as here used shall be construed as including appropriate appeals of any judgments, decrees, orders and certiorari proceedings and appeals of orders therein, to and including appeals to the court of last resort.

7. <u>Utilities: Services</u>. Upon commencement of this Lease, the Contractor shall pay and be liable for all electricity and gas supplied to the Leased Premises, as well as every other service, commodity or article which may be furnished and supplied to it or to the Leased Premises. The Contractor has satisfied itself that electricity, gas, water, sewer and other utilities and services presently available at the Leased Premises are sufficient to enable the Contractor to construct and operate the Transfer Station.

8. Use of the SWPF and Transfer Station. The Contractor is using the SWPF initially for the conduct of solid waste processing operations and, upon commercial operation of the Transfer Station, shall use the SWPF for recycling service operations and such other activities as are incidental and related thereto, and shall use the Transfer Station for the conduct of solid waste processing operations and such other activities as are incidental and related thereto, and shall use the Transfer Station for the conduct of solid waste processing operations and such other activities as are incidental and related thereto, all in accordance with and subject to the Operating Contract. The Contractor shall be responsible for acquiring all permits, licenses and governmental approvals necessary or advisable with respect to its use of the SWPF, Leased Premises and the Transfer Station.

9. <u>Maintenance and Repair</u>. During the term of this Lease, the Contractor, at its cost, shall be responsible for all maintenance and repairs with respect to all portions of the SWPF, the Transfer Station and the Leased Premises, including all utilities, equipment, snow removal and lawn maintenance. The Contractor shall provide the Authority with an annual report as of each June 30 respecting the condition and remaining expected life of the SWPF and the Transfer Station and the report to require the Contractor to maintain, repair or replace equipment and facilities which, in the Authority's judgment, are no longer in good condition.

10. Conveyance of Transfer Station. Upon the termination of this Lease, the Transfer Station may be purchased by the Authority, at the Authority's option in its sole discretion, for a purchase price equal to the value (at the time of termination of this Lease) as established in the debt amortization schedule to be attached hereto as Exhibit B and incorporated herein by reference. The amortization schedule shall be prepared by the Contractor and presented to the Authority, together with a certificate as to its accuracy and authenticity executed by the chief executive officer of the Contractor and approved by an independent certified public accountant acceptable to the Authority, within 90 days of substantial completion of construction of the Transfer Station. The amortization schedule shall be for a period of 39 years and shall be based upon actual debt service (principal and interest) incurred by the Contractor for construction of the Transfer Station. If the Transfer Station is purchased by the Authority pursuant to this section, conveyance shall be accomplished by the execution by the Contractor of conveyancing documents in form and substance satisfactory to the Authority, and shall be free and clear of any liens, claims or other liabilities with respect to which the Contractor may then be subject with respect to the Transfer Station or operation of the SWPF.

In the event the Authority elects to not purchase the Transfer Station, the Authority, in its sole discretion, may (i) permit the Contractor to continue operating the Transfer Station pursuant to a renegotiated agreement or (ii) require the Contractor to remove the Transfer Station from the Leased Premises not later than six (6) months of giving written notice to such effect to the Contractor. The decision of the Authority with respect to removal of the Transfer Station shall be final and thereafter the Contractor shall be unconditionally obligated to take whatever lawful steps are necessary to timely accomplish the removal, and the Contractor's obligation shall not stayed for any reason whatsoever, and particularly notwithstanding any alleged defaults by the Authority or differences between the Authority and the Contractor arising either under this Lease or the Operating Contract and which at the time may be unresolved or be the subject of administrative or judicial proceedings.

11. <u>Insurance</u>. The Contractor shall keep insurance throughout the term of this Lease against claims for personal injury or property damage in accord with the requirements of the Operating Contract.

12. Assignment and Subletting. The Contractor may not sublet or assign all or any portion of its rights under this Lease unless such sublessee or assignee assumes in writing all obligations of the Contractor under the Lease relating to such rights and facilities, and unless the each and every one of the conditions set forth in section 11 of the Operating Contract have been fulfilled, as evidenced by the written approval of the Authority in the Authority's sole discretion. The Authority shall have no obligation to so grant its approval, and the granting of any such approval shall be in the Authority's sole discretion.

13. <u>Default</u>. In the event of a default by either party the non-defaulting party shall be left to its remedies as set forth in the Operating Contract.

14. <u>Quiet Enjoyment</u>. Upon payment by the Contractor of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions of the Contractor's part to be observed and performed hereunder and under the Operating Contract, the Contractor shall peaceably and quietly hold and enjoy the Leased Premises for the term hereof without hinderance or interruption by the Authority or any other person or persons lawfully or equitably claiming by, through or under the Authority. The Contractor's rights under this paragraph are subject at all times to the Authority's office operations and rights under the Operating Contract.

15. <u>Condemnation</u>. If the Leased Premises or Transfer Station or any part thereof, are taken by eminent domain, this Lease shall expire on the date when the Leased Premises or Transfer Station shall be so taken. The Contractor shall receive as its share of any award for such condemnation when, as and if paid, a pro-rata amount of the award based on the market value of the Transfer Station and improvements made and upon the Leased Premises by the Contractor, but in any event not more than the Contractor's unamortized investment therein. The Contractor shall receive any award made directly to the Contractor by the condemning authority based upon the Contractor's standing as a tenant under this Lease and as owner of the Transfer Station and improvements.

16. <u>Liens</u>. The Contractor shall not suffer or give cause for the filing of any lien against the Leased Premises or the SWPF.

17. <u>Notices</u>. All notices and communication pursuant to this Lease shall be given by mailing the same by certified mail, return receipt requested, addressed as set forth in the Operating Contract.

18. Integration with Operating Contract. From and after the effective date of this Lease, its terms shall supplement and be integrated with the Operating Contract, and the Operating Contract and the Lease shall be considered one and the same instrument. In the event of inconsistencies between the express terms of the Operating Contract and the Lease, the express terms of the Operating Contract shall prevail.

### 19. <u>Miscellaneous</u>.

a. <u>Municipal Users</u>. The Contractor acknowledges and agrees that the primary users of the SWPF and the Transfer Station are and will be the municipal clients of the Authority, and that the Contractor's operations and hours of operation shall be coordinated so as to insure ease of access and priority to such municipal clients' vehicles.

b. <u>Leachate Management</u>. The Contractor acknowledges and agrees that the Contractor is solely responsible for all aspects of leachate management at the SWPF, the Transfer Station, and its disposal facility or facilities.

c. <u>Records</u>. The Contractor shall provide the Authority with records in the form required by section 16 of the Operating Contract.

d. <u>Governing Law</u>. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

e. <u>Binding Effect</u>. The provisions of this Lease shall be binding on and inure to the benefit of the parties, their legal representatives, successors and assigns, the foregoing being the express intent of the parties hereto.

f. <u>Relationship of Parties</u>. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the Authority and the Contractor other than the relationship of Landlord and Tenant.

g. <u>Captions</u>. The captions of this Lease are for convenience only, are not part of the lease and do not in any way limit or amplify the terms or provisions hereof.

h. <u>Waiver</u>. None of the terms of this Lease shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

i. <u>Severability</u>. Except as hereinafter provided, if any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

j. <u>Counterparts</u>. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Authority and the Contractor have executed this Lease on the day and year first above written.

LANDLORD:

DICKINSON COUNTY SOLID WASTE MANAGEMENT AUTHORITY

Ulro By:

Witness

Witness

TENANT:

Witness

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Witness

GREAT AMERICAN ENVIRONMENTAL SERVICES, INC.

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By: Its:

# LEASE EXHIBIT A

[Legal description of Leased Premises; to be supplied by Contractor when prepared]

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## LEGAL SITE SURVEY DESCRIPTION

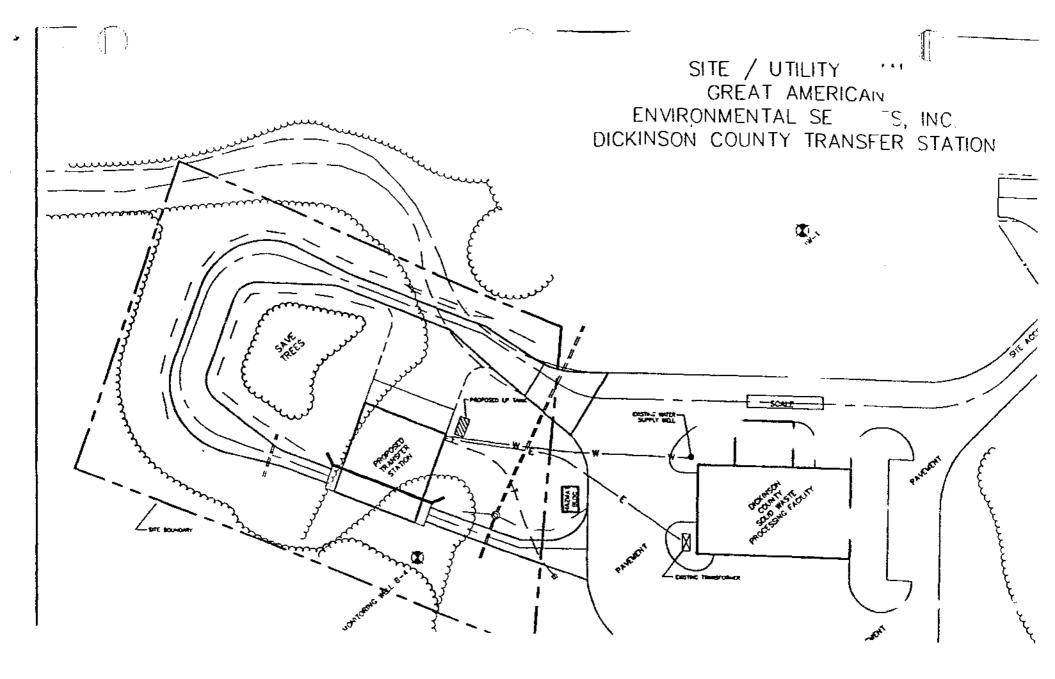
DICKINSON COUNTY TRANSFER STATION

All that part of the Southeast Quarter (SE-1/4) of the Southeast Quarter; (SE-1/4) and the Northeast Quarter (NE-1/4) of the Southeast Quarter (SE-1/4) of Section 33, Township Forty North (T40N), Range Thirty West (R30W), Breitung Township, Dickinson County, Michigan, more particularly described as follows:

Commencing at the Southeast corner of Section 33, T40N, R30W; thence S 88° 35' 53" W along the South line of Section 33, 1306.16 feet to the East 1/16 corner; thence N 01° 33' 08" W along the East 1/16 line, 1368.38 feet to the Southeast 1/16 corner of Section 33; thence N 87° 40' 19" E along the South 1/16 line 274.16 feet to the <u>Point of Beginning</u>.

Thence N 27° 07' 58" W, 41.74 feet; thence N 60° 35' 33" E, 253.15 feet; thence S 25° 33' 34" E, 166.64 feet to a point on the South 1/16 line of Section 33; thence continuing S 25° 33' 34" E, 158.77 feet; thence S 46° 42' 53" W, 254.04 feet; thence N 27° 07' 58" W, 385.92 feet to the Point of Beginning.

The above parcel contains 2.024 acres more or less and is subject to any and all reservations, restrictions, easements and prior conveyances of record.



# LEASE EXHIBIT B

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Transfer Station Debt Amortization Schedule

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# APPENDIX G

Base Budget Calculation

[Attach copy of January 4, 1996, Proforma Budget letter]

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# P.O. BOX 2002 . KINGSFORD, MI 49802-2002 . PHONE (906) 774-9006

Proforma Monthly Recycling Budget for Baler Facility

January 4, 1996

Revenue: (Estimate: 60 tons/wk. x \$38,46/ton) \$10,000.00

# Expenses:

| Labor: (\$7.50/hr. x 20 hrs./wk.x 1.5) 5<br>Fuel: (110 gals @ \$1.25/gal)<br>Landfill: (1% residue, 3.14 tons | \$ 975.00<br>137.50 |             |
|---------------------------------------------------------------------------------------------------------------|---------------------|-------------|
| @ \$46.85/ton)                                                                                                | 147.11              |             |
| Amortization: (\$10,000. @ 10%, 3 yrs.)                                                                       | 322.67              | 1           |
| Snop Supplies: (Estimate)                                                                                     | 100.00              | ļ           |
| Building Maint: (Based on 1994 actual)                                                                        | 250.00              |             |
| Wire: (Estimate)                                                                                              | 250.00              |             |
| Tractor Maint:(Estimate based on history)                                                                     | 433.33              |             |
| Baler Maint: (Based on \$100.00/wk est.)                                                                      | 433.33              |             |
| Tires: (Estimate)                                                                                             | 200.00              |             |
| Oil: (1 oil change & hyd. oil for baler, est.)                                                                | 50.00               |             |
| Minor Tools: (Estimate)                                                                                       | 50.00               |             |
| Utilities: (Estimate)                                                                                         | 550.00              |             |
| Rent: Actual                                                                                                  | 1050.00             |             |
| Office Supplies: (Estimate)                                                                                   | 50.00               |             |
| Postage: (Estimate)                                                                                           | 10.00               |             |
| Freight: (2600 miles @ \$1.50/mile)                                                                           | 3900.00             |             |
| Insurance: (Estimate)                                                                                         | 200.00              |             |
| Advertising: (Estimate)                                                                                       | 100.00              |             |
| Total Expenses:                                                                                               |                     | \$ 9,208.94 |

#### S 791.00

Profit:

Average monthly tonnage: 260 tons, Breakeven point: \$35.41 per ton at 60 tons per week.

## CORPORATION ACKNOWLEDGEMENT

STATE OF MICHIGAN ) .ss COUNTY OF DICKINSON - )

The foregoing Contract and Appendices thereto was acknowledged and executed before me this  $\frac{cr'}{day} \frac{1}{r_{rr}} \frac{1}$ 

Notary Public

County of Dickinson, Michigan My commission expires.

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