

**COUNTY OF ALPENA**  
**Amended**  
**INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into this 3 day of July 2017, by and between the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereafter, "the County"), and City (hereafter, "the local unit"), pursuant to the authority of 1989 PA 138, as amended, being MCL 124.508a.

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

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

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

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

**NOW, THEREFORE, THE PARTIES AGREE:**

I. Surcharge

By entering this Agreement, the local units agree with the County's authorization of the imposition and collection of a surcharge of up to \$20.00 per year, per household, in the local units for the collection of consumer source separated materials for recycling and related educational programs.

II. Billing and Collection of Surcharge

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

III. Disposition of Surcharge Revenues

The local unit's Treasurer shall account for and remit to the Alpena County Treasurer the surcharges collected. All surcharges not collected by the local unit's Treasurer shall be collected

by the Alpena County Treasurer, as directed by the Alpena County Board of Commissioners. All funds collected shall be administered through the Alpena Recycling Board, as established by this agreement and used solely for purposes as stated in I. Surcharge.

#### IV. Administrative and Management Process for Surcharge

The Alpena County Recycling Board is hereby established to administer the county recycling program. The Alpena Recycling Board will be comprised of 6 representatives from the following: 2 representatives of the City of Alpena Council; 2 representatives from Alpena Township Board; 2 representatives from other township boards providing a geographic distribution to ensure representation from outlying areas. Fiduciary and assistance with the operation and management of the day-to-day operations will be through a contract between Alpena County and the Northeast MI Council of Governments (NEMCOG). The Alpena Recycling Board will oversee the recycling program operations and management, establish the annual budget and set forth policies.

#### V. Term

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

#### VI. Non-Discrimination

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

#### VII. Amendments

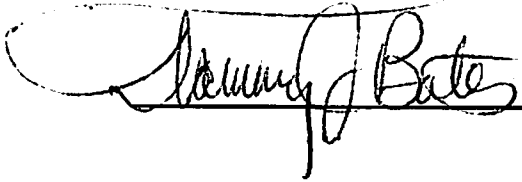
This Agreement may not be amended, modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by the authorized representatives of both parties.

#### VIII. Authority to Sign Agreement

The persons signing this Agreement on behalf of the parties certify by their signatures that they are duly authorized to sign on behalf of the parties, and that this Agreement has been authorized by the parties.

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

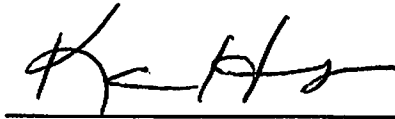
WITNESSED BY:



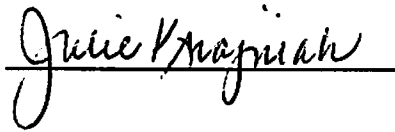
7/10/17  
Date



8-30-17  
Date




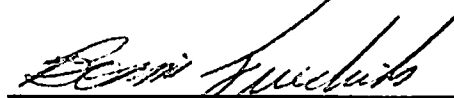
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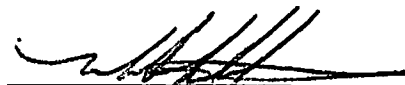


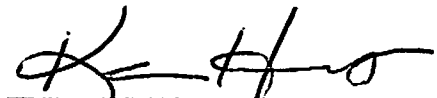
7/2/17  
Date

ALPENA COUNTY

By:   
Cam Habermehl  
Chair, County Board of Commissioners

By:   
Bonnie Friedrichs  
County Clerk

By:   
Matthew J. Walligora  
Mayor

By: 

Its: \_\_\_\_\_  
Karen Hebert  
City Clerk

RECEIVED  
SEP - 7 2017

CITY OF ALPENA  
CLERK / TREAS / FIN DIRECTOR