



# Isabella County Material Recovery Facility

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## **Staff Report**

**TO:** Committee of the Whole  
Isabella County Board of Commissioners

**FROM:** Charity Sweet, Isabella County Material Recovery Facility (ICMRF) Director

**DATE:** April 14, 2026

**RE:** Heartland MMPC – RRS Contract

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### **BACKGROUND**

Amendments to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended require each county in Michigan to have a Materials Management Plan (MMP). On January 8, 2024 the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) called on each County in the State to start working on MMP's to replace their Counties Solid Waste Plan.

In addition to protecting the environment and public health, the goals of an MMP are to ensure that managed materials (recyclables, organic materials, and solid waste) are sustainably managed to achieve benefits to the economy, communities, and the environment. New MMPs will ensure that all managed materials generated in the planning area are collected and recovered, processed, or disposed of properly at materials management facilities like ours that comply with the law (Part 115).

The Board of Commissioners (BOC), who is also the Counties Approval Agency (CAA) has a timeline to follow with a list of tasks to complete for the implementation of a successful MMP.

The following is a list of tasks that have been completed:

- Notice of Intent (NOI) was filed with EGLE.
- BOC established as the CAA.
- CAA appointed the Designated Planning Agents (DPA) for the county.
- Inter Local Agreement (ILA) between Isabella, Midland, Gratiot, Osceola, Ogemaw, Gladwin, Clare and Mecosta counties signed to work together on MMP.
- Heartland MMPC By-Laws
- Heartland Material Management Planning Committee Established

- Work Plan Projected Expenditures

As we continue to work down the list of tasks and to make sure we are staying within the allotted timeframe provided by EGLE, the next thing BOC needs to do is approve the contract with RRS.

A Request for Proposals was previously released by the HMMPC to receive a proposal from a qualified firm to write the MMP's for the Heartland multi-county group. The proposal from RRS was unanimously voted as the qualified firm to write the Heartland Material Management Plans at the meeting in Gladwin County on February 20, 2026.

Since all work being conducted on the planning process is reimbursable and now that the MMP grant funds have been released by EGLE to submit for reimbursement from services already rendered, the only cost to the County will be the first initial payment that will then be submitted for reimbursement.

**FINANCIAL IMPACT:**

The only financial impact will be the \$2,826.93 initial monthly payment that will be reimbursed once submitted to EGLE.

**RECOMMENDATIONS:**

Move to approve the contract with RRS to start work on the Materials Management Plans, and ask the Board Chair to sign the same.

**ATTACHMENTS:**

RRS Contract  
Materials Management Plan Approval Process with Flowchart

# Contract

## Background

Resource Recycling Systems, Inc. (RRS) will provide professional consulting services to support Isabella County's participation in the Heartland Multi-County Materials Management Plan (MMP) process, as authorized under Part 115 of the Natural Resources and Environmental Protection Act (MCL 324.11571-324.11587) and consistent with the Heartland MMP Work Program approved by the Heartland Materials Management Planning Committee (HMMPC).

As defined in the Heartland Multi-County Materials Management Plan Interlocal Agreement among Clare, Gladwin, Gratiot, Isabella, Mecosta, Midland, Ogemaw, and Osceola Counties, RRS will work with both the HMMPC and Designated Planning Agency (DPA) to facilitate consulting services in the Heartland Multi-County MMP process.

RRS will coordinate its services across all eight participating counties to ensure consistency in the Heartland Multi-County MMP and Heartland MMP Work Program (as approved by HMMPC), while invoicing each County independently and equally for services rendered in support of that County's participation.

## Project Objectives

RRS's services shall include, but not be limited to, the following tasks as described in the approved Heartland MMP Work Program:

**Task 4 – Plan Project Management:** Conduct project kick-off meeting; hold regular progress meetings with the HMMPC and DPA; prepare a Project Management Plan; and prepare a Public Engagement Plan.

**Task 5 – Materials Management Plan Draft Review:** Review the draft MMP with the DPA and HMMPC; summarize findings and present recommendations.

**Task 6 – Stakeholder Engagement:** Prepare and conduct online surveys, focus group meetings, and stakeholder interviews across the eight-county planning area. Stakeholder groups include the Community Volunteer Team (CVT), staff, elected officials, MMPC members, board of commissioners (BOC), health departments, adjacent counties, waste haulers, facility operators, material recovery facilities (MRFs), and representatives of metal waste, electronic waste, household hazardous waste, yard waste, food waste, packaging, business/broker, residential, and other product streams (textiles, wood, rubber products, etc.).

**Task 7 – Analysis and Opportunities Phase:** Conduct best management practices evaluation and recommendations; evaluate supporting policy and funding mechanisms; draft model ordinances and policies.

**Task 8 – Prepare Draft Materials Management Plan:** Prepare the draft MMP including goals and objectives, action plans, implementation strategy and funding plan, identification of responsible parties, task timelines, and financial strategies.

**Task 9 - Support – Plan Adoption:** Support the HMMPC with the plan adoption process including preparation of public hearing notices, support during the 60-day public comment period, plan revisions, and documentation for EGLE submission.

**Task 10 - Support – Plan Implementation:** Support initial implementation activities including education, outreach, data collection, and partnership development as directed by the DPA and HMMPC.

## Project Budget

The total RRS engagement for the Heartland Multi-County MMP is \$339,232.00. Each of the eight participating counties shall pay an equal one-eighth (1/8) share of the total project cost, resulting in a total fixed fee of \$42,404.00 per county.

Assuming contract execution by April 2026, this amount will be invoiced in equal monthly installments of \$2,826.93 over fifteen (15) months from April 2026 through June 2027. If contract execution occurs after April 2026, the monthly installment amount will be adjusted proportionately by dividing the total fixed fee of \$42,404.00 by the number of remaining months from the month of execution through June 2027.

Any work that falls outside of this scope of work will be subject to a change order process where the specific project assignment and budget will be outlined and authorized by both entities. RRS will not execute any out-of-scope work until an authorized change order is in place.

## Payment Terms

RRS will invoice on a monthly billing cycle as described above. The client will process and make payment on the invoices within the next immediate pay cycle and no later than 30 days from receipt of the invoice. Payment obligations under this agreement are independent of and not contingent upon the County's receipt of reimbursement from EGLE or any other funding source.

# Project Authorization

## ISABELLA COUNTY: HEARTLAND MATERIALS MANAGEMENT PLAN

**Resource Recycling Systems, Inc. (RRS)**

416 Longshore Drive, Ann Arbor, MI 48105 • Office: 734.996.1361 • Fax: 734.996.5595 • www.recycle.com

**Project Manager**

Chris Wolff, Senior Consultant  
cwolff@recycle.com

**Invoicing Contact**

Che Pomo  
734.996.1361 x 151 • cpomo@recycle.com

**Client Contact**

Charity Sweet, Director, Isabella County Material Recovery Facility  
Isabella County  
200 N. Main St., Mt. Pleasant, MI 48858

**Timeline**

Dates listed represent the earliest time RRS can commence and complete work for this project. Upon project authorization, the client and RRS will identify start and end dates agreeable to both parties.

Start Date: \_\_\_\_\_ End Date: June 30, 2027

**Project Budget**

Compensation for this scope of work will be a fixed price of \$42,404.00 for each county, representing one-eighth of the total Heartland MMP consulting engagement of \$339,232.00. Monthly invoicing will be calculated as described in the Project Budget section of this agreement.

**Payment Terms**

RRS will invoice on a monthly billing cycle as described in the Project Budget section. The client will process and make payment on the invoices within the next immediate pay cycle and no later than 30 days from receipt of the invoice. Payment obligations under this agreement are independent of and not contingent upon the County's receipt of reimbursement from EGLE or any other funding source.

**Contract Terms**

RRS agrees to complete the work scope above in accordance with the terms and conditions of this proposal and the Heartland MMP Work Program. Isabella County enters this Agreement as part of its obligations under the Heartland Multi-County Materials Management Plan Interlocal Agreement among Clare, Gladwin, Gratiot, Isabella, Mecosta, Midland, Ogemaw, and Osceola Counties. Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. A purchase order or authorization letter/email may accompany the signed Project Authorization page. If a change of work scope and/or additional funding is required during the course of the project, RRS will submit a change order to the client for approval before work continues.

\_\_\_\_\_  
Authorized Client Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized RRS Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# Terms & Conditions

- 1. AUTHORIZATION TO PROCEED.** Signing this form shall be construed as authorization by CLIENT for Resource Recycling Systems, Inc. (RRS) to proceed with the work, unless otherwise provided for in the authorization.
- 2. CLIENT RESPONSIBILITIES.** CLIENT must furnish full information as related to the project and agree to requirements when requested and to make available pertinent existing data.
- 3. CONFIDENTIALITY.** RRS shall not share information provided by the CLIENT with anyone other than necessary RRS personnel, unless otherwise directed by the CLIENT.
- 4. EXPENSES.** Unless stipulated otherwise, CLIENT shall compensate RRS for reimbursable expenses defined as: Those costs incurred on or directly for CLIENT project, including but not limited to necessary transportation costs, meals and lodging, laboratory analyses, computer services, special equipment services, trade show charges, delivery charges, telephone, and telefax charges, copying and binding charges and outside technical/professional services. Reimbursement for these expenses shall be on the basis of actual charges with prior approval by CLIENT when furnished by outside sources and on the basis of usual commercial charges or separate rate schedules when furnished by RRS.
- 5. COST ESTIMATES.** Any cost estimates provided by RRS as part of our work and/or deliverable will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures, RRS cannot warrant that bids or ultimate costs will not vary from these cost estimates provided in our work and/or deliverables.
- 6. PROFESSIONAL STANDARDS/WARRANTY.** RRS shall be responsible, to the level of competency presently maintained by other practicing consultants in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this authorization. RRS makes no other warranty, express or implied, with regard to its capacity, the work performed under this authorization, or the ultimate performance or compliance of the project.
- 7. TERMINATION.** Either CLIENT or RRS may terminate this authorization with or without cause by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay RRS in full for all work previously performed prior to effective date of termination. Upon receipt of such payment, RRS will return to CLIENT all documents and information which is the property of CLIENT. If no notice of termination is given, obligations created by this authorization shall be terminated upon completion of all applicable requirements of the authorization.
- 8. MEDIATION/ARBITRATION.** To resolve any conflicts that arise during the project or following completion of the project, the CLIENT and RRS agree that all disputes between them relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. In the event the parties to this agreement are unable to reach a settlement of any dispute arising out of the services under this agreement in accordance with this section then such controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 9. LEGAL EXPENSES.** In the event legal action, including arbitration, is brought by CLIENT or RRS against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for fees, costs and expenses incurred as a result of that action.
- 10. PAYMENT TO RRS.** In addition to any other remedies RRS may have, RRS shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

- 11. LIMITATION OF LIABILITY.** RRS's liability to the CLIENT for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
- 12. OWNERSHIP OF WORK PRODUCT.** CLIENT shall be the owner of the Deliverables delivered to the CLIENT, subject to the following reserved rights of RRS: (1) RRS is the sole owner of all analytical concepts and protocols contained in or used to develop those Deliverables, (2) RRS is the sole owner of any data included in those Deliverables that was collected by RRS other than in performing its work under this Agreement and (3) RRS may include the data collected in performing its work under this Agreement in the general database where all data is held confidentially and in aggregate.
- 13. PRE-EXISTING INTELLECTUAL PROPERTY.** RRS is, and shall remain, the sole and exclusive owners of all right, title and interest in and to all data, know-how, analytical concepts, protocols, methodologies, software and other materials, provided by or used by RRS in connection with performing the services, in each case developed or acquired by RRS prior to the commencement or independently of this Agreement, including all intellectual property rights therein. RRS hereby grants the CLIENT a license to any Pre-Existing Intellectual Property to the extent it is incorporated, combined with, or otherwise necessary in the Deliverable.
- 14. AUTHORIZATION TO USE CLIENT NAME, LOGOS, PROJECT MATERIALS.** CLIENT grants to RRS a non-exclusive, royalty free license to use CLIENT's name, logos, and related project materials for use in promotional materials and for marketing and advertising purposes unless otherwise specified in a non-disclosure agreement.
- 15. COMPLETE AGREEMENT.** This agreement and its attachments constitute the full and complete agreement of RRS and CLIENT regarding the subject matter of this agreement, and no other agreements, written or oral shall apply. This agreement may be modified only by written agreement signed by both parties.
- 16. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 17. NONDISCRIMINATION.** RRS covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, financial status or protected activity. In addition, RRS covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of these covenants may be regarded as a material breach of this agreement.
- 18. INSURANCE.** RRS shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the CLIENT and have a minimum A.M. Best Company's Insurance Reports ([www.ambest.com](http://www.ambest.com)) rating of A+ (Superior) or A or A- (Excellent).

  - a. Workers' Compensation Insurance. Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan. Covering RRS's employees performing services within the State of Michigan.
  - b. Professional Liability Insurance. Professional Liability Insurance (Errors and Omissions) covering professionals providing services with limits of not less than \$1,000,000.00 per occurrence or per claim. If the Professional Liability Insurance is on a claims made basis RRS shall keep its Professional Liability Insurance either in force, or purchase extended reporting period "tail coverage" for a minimum of three (3) years after the termination of this Agreement.

- c. Commercial General Liability Insurance. Commercial General Liability Insurance on an “occurrence basis” only with limits of liability of not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Product and Completed Operations Liability Coverage; (3) Contractual Liability; and (4) Independent Contractors coverage.
- d. Motor Vehicle Liability. RRS shall procure and maintain, for vehicles operated by its personnel in the State of Michigan, Motor Vehicle Liability Insurance, including applicable No-Fault Coverage, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.
- e. Deductibles and SIRs. RRS shall be responsible for paying any deductibles and self-insured retentions (SIRs) in its insurance coverages.
- f. Additional Insured. The Commercial General Liability Insurance and Vehicle Liability Insurance as described above shall include the following as “Additional Insured”; the County of Gratiot, and all of County of Gratiot’s elected and appointed officials, employees, volunteers, all boards, commissions and/or authorities and their board members including employees and volunteers thereof. It is expressly understood and agreed that RRS’s Comprehensive General Liability Insurance and Vehicle Liability Insurance coverages required by this section shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether said other available coverage be primary, contributing or excess.
- g. Cancellation Notice. Workers’ Compensation Insurance, Professional Liability Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the CLIENT as required below, an endorsement stating the following:
  - a. “It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Gratiot County Administration, 214 E. Center Street, Ithaca, MI 48847.” If RRS’s insurers refuse to provide such an endorsement, RRS shall be responsible for providing the required notices.
- h. Proof of Insurance. RRS shall provide to the CLIENT at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above, acceptable to the CLIENT. If so requested, certified copies of policies shall be furnished. If the CLIENT uses subcontractors for any of the work required by this Agreement, RRS shall provide the CLIENT with evidence that all subcontractors are included under RRS’s policies or have their own policies meeting all the requirements of this section.
- i. If any of the insurance coverages required by this section expire during the term of this Agreement, RRS shall deliver renewal certificates and/or policies to the CLIENT at least ten (10) days prior to the insurance coverage’s expiration date.

This document outlines the steps taken to develop and approve a Materials Management Plan (MMP) and grant eligibility, after the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Director initiates the MMP development process ([Part 115](#), Sections 11571–11576, 11580, 11587).

## GLOSSARY OF TERMS

**Benchmark Recycling Standard (BRS):** a recycling curbside and drop-off access standard that each planning area must meet within the timelines identified in statute.

**County Board of Commissioners (BOC):** the elected governing body authorized to make policy decisions for the county, or the elected county executive, as appropriate.

**County Approval Agency (CAA):** the entity that assumes responsibility and is authorized to approve the MMP, by submitting a notice of intent for preparing the MMP. The CAA may be a county board of commissioners, all the municipalities in a county acting jointly, or a regional planning agency.

**Designated Planning Agency (DPA):** the agency and a specific individual of the agency designated by the CAA that shall serve as the primary government resource in the planning area for the administering and developing the MMP. “DPA” does not mean a regional planning agency, unless the CAA identifies the regional planning agency as the DPA.

**Disposal Area:** a facility that accepts solid waste for disposal, or handling prior to disposal, such as a landfill, incinerator, or solid waste processing and transfer facility.

**Diverted Waste:** waste generated by households, businesses, or government entities that can lawfully be disposed of at a municipal solid waste landfill or incinerator but is separated from other waste for better management. Examples of diverted waste include batteries, pesticides, pharmaceuticals, light bulbs, sharps, mercury containing devices, hazardous materials, or liquid wastes.

**Managed Materials:** solid waste, diverted waste, or recyclable material.

**Materials Management Facility (MMF):** a disposal area, materials utilization facility, or waste diversion center.

**Materials Management Goal (MMG):** goals identified in an MMP that are measurable, objective, and specific to the planning area identified to divert recyclables and organics from disposal. These goals include the municipal solid waste recycling rate goal, the benchmark recycling standards identified in Part 115, and any additional material utilization and reduction activities identified by the MMP.

**Materials Management Planning Committee (MMPC):** a permanent body that is appointed by the CAA to direct the Designated Planning Agency in the preparation, coordination and ensures fulfillment of the MMP.

**Materials Utilization Facility (MUF):** a facility, such as a materials recovery facility, anaerobic digester, compost facility, or innovative technology facility that processes recyclable materials for conversion into raw materials, intermediate, or new products.

**Planning Area:** the geographic area included within a materials management plan.

**Regional Planning Agency:** Governor-appointed regions within the State for planning purposes. Refer to the [Michigan Association of Regions map](#) for geographical locations.

**Waste Diversion Center:** a facility designated for the purpose of receiving or collecting diverted wastes.

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## PLAN DEVELOPMENT AND APPROVAL PROCESS

**STEP 1.** NOI is filed and the responsible entity becomes the CAA within 180 days of EGLE’s request. If an NOI was not filed by the BOC, the municipalities or RPA can request an extension from EGLE to allow the parties an opportunity to determine who will file the NOI with an EGLE approved extension.

- If an NOI was filed, continue to Step 2.
- If an extension was requested by the municipalities or RPA from EGLE and approved by EGLE, continue to Step 2.
- If an extension was not requested or an NOI was not filed, EGLE shall prepare the MMP. The EGLE prepared MMP is final, and the process ends.

The CAA has a total of 36 months from the date an NOI is filed to complete its portions of the process.

**STEP 2.** After the NOI is submitted, the following must be completed:

- The CAA establishes the DPA. The CAA will have the option to identify a DPA while filing its NOI. This is highly recommended to give the DPA ample time to complete the remaining tasks. However, the CAA has up to 120 days to officially appoint their DPA.
- Within 180 days: The CAA appoints the MMPC; the DPA will draft the Work Program; the MMPC approves Work Program and submits the Work Program to EGLE; EGLE approves the Work Program. All tasks must be completed within this 180-day given timeframe.

The CAA is grant eligible once an NOI is filed, a DPA and MMPC have been appointed, and a Work Program has been approved by the MMPC and EGLE. *It is recommended to begin MMP drafting and development while waiting for MMP grant distribution, to ensure the 36-month total timeframe is met.*

**STEP 3.** The MMP is drafted.

**STEP 4.** The MMPC approves the draft MMP.

**STEP 5.** The MMP goes to public comment for a minimum of 60 days. During this time, a public hearing is conducted by the DPA.

- The public hearing notice shall be published at least 30 days prior to the public hearing date. Documentation must be provided to EGLE.

**STEP 6.** Once the public comment period and hearing are completed, the DPA has 30 days to revise the draft MMP based on comments received and send the draft MMP back to the MMPC for approval, if applicable.

**STEP 7.** The MMPC approves the MMP by majority vote within 30 days after the DPA has sent the revised draft MMP back for final approval.

**STEP 8.** The CAA must approve or reject the MMP within **60 days** after the MMPC has approved the MMP.

- If the CAA approves the MMP, continue to Step 9.
- If the CAA does not approve the MMP within **30 days**, the CAA sends the MMP back to the MMPC with objections.
  - The MMPC then responds to the CAA within **30 days**.
  - The CAA acts on the MMP.
    - ✓ If the CAA approves the MMP, continue to Step 9.
    - ✓ If the CAA does not approve the MMP, the CAA prepares its own MMP, then continues to Step 10.

**STEP 9.** Within **10 business days** of CAA approval, the DPA sends the MMP to all municipalities in the County.

- STEP 10.** Municipalities are given **120 days** to approve or reject the MMP.
- Only those municipalities that voted within the 120 days will count toward approval or rejection of the MMP. *All municipalities that have not responded within the 120-day timeframe will NOT count toward the 67 percent.*
  - If 67 percent of the municipalities that acted on the MMP within 120 days approve of the plan, continue to Step 11.
  - *NOTE: 67 percent of the municipalities that respond to the vote must approve the MMP.*
  - If 67 percent of municipalities that voted within 120 days do not approve the MMP, **then EGLE will prepare the MMP, it will be final, and the process ends.**
  - *NOTE: ALL tasks to this point must be completed within **36 months**.*

**STEP 11.** 30 days after the municipalities review and approve the MMP, the DPA shall submit the MMP to EGLE for final review, continue to Step 12.

After the MMP is submitted by the DPA, EGLE has 180 days to review. The review can be extended by another 90 days if modifications are needed to bring the MMP into compliance with Part 115.

**STEP 12.** If EGLE approves the MMP, the MMP is final, and the process is complete. If EGLE does not approve the MMP, EGLE may prepare or modify the MMP, and the process continues to Step 13.

**STEP 13.** EGLE submits the MMP to the CAA. If the CAA approves the EGLE modifications of the MMP, the MMP is final, and the process is complete. If the CAA does not approve the EGLE modifications to the MMP, EGLE prepares the final MMP, and the process is complete.

#### NOTES

- All meetings shall be open to the public and require at least **10-day** notice be given to the chief elected official of each municipality within the planning area and any other person requesting notice.
- All approval steps must be completed within the given timeframe. If the MMP is neither approved nor rejected by the established deadline, the MMP is considered automatically approved at that step in the approval process, and the approval process shall continue at the next step.
- The CAA has a total of 36 months to complete all its portions of the process.

## EGLE PREPARED MATERIALS MANAGEMENT PLAN REQUIREMENTS

- Materials utilization facilities or solid waste processing and transfer facilities are automatically found to be consistent with the MMP if they: (1) are exempt from permit and license requirements; (2) comply with local zoning requirements; and (3) that are identified in the MMP.
- The MMP cannot approve any non-contiguous additional solid waste landfill disposal capacity unless the BOC has shown a demonstrated need ([Section 11509\(9\)](#)).
- The MMP shall require all haulers servicing the planning area, per Part 115, to provide recycling access per the Benchmark Recycling Standard.

An EGLE prepared MMP will not contain a requirement for additional siting criteria or the criterion that the Host Community provides an approval for the development of any facility.

# MATERIALS MANAGEMENT PLAN DEVELOPMENT AND APPROVAL

