



Wexford County

EXECUTIVE COMMITTEE

Gary Taylor, Chair

**NOTICE OF MEETING**

The Executive Committee of the Wexford County Board of Commissioners will hold a regular meeting on Tuesday, September 13, 2022, beginning at 4:00 p.m. in the Commissioners' Room, 437 E. Division St., Cadillac, Michigan.

**TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE AUGUST 9, 2022 REGUALR MEETING MINUTES ..... 1
- F. PUBLIC COMMENTS  
*The Committee welcomes all public input.*
- G. AGENDA ITEMS
  - 1. Discussion on Current Litigation Matters
  - 2. Infrastructure Alternatives Inc. Monthly Report ( T. Lutke, August 2022) ..... 4
  - 3. LOU with Grand Traverse County RE: NLCMH ..... 5
  - 4. Delinquent Water Bill Agreement Discussion
  - 5. Land Purchases Discussion
- H. CORRESPONDENCE
  - 1. DEQ-EGLE RE: Wexford County Landfill ..... 12
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

COUNTY OF WEXFORD  
**EXECUTIVE COMMITTEE MEETING**  
 MEETING MINUTES  
 August 9, 2022

The Executive Committee regular meeting was called to order by Chairman Gary Taylor at 4:00 p.m. in the Commissioners' Room, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Gary Taylor, Chair, Mike Musta, Brian Potter, and Julie Theobald.  
 Members Absent: None.  
 Also Present: Jami Bigger, Deputy County Administrator/ HR Director; Honorable Judge Jason Elmore; Chuck Kennard, Probation & Parole Supervisor; Megan Kujawa, Senior Executive Administrative Assistant; Alaina Nyman, Clerk; Tom Lutke, IAI Project Manager; Joe Porterfield, County Administrator/Equalization Director; and Mistine Stark, Community Corrections Manager.

#### **ADDITIONS OR DELETIONS TO THE AGENDA**

**ADDED:** *G.6. Figura Law Agreement, G.7. Zoom Discussion*

**DELETED:** *G.3. Airport Authority Discussion – Karl Holder*

#### **APPROVAL OF THE AGENDA**

**A motion was made by Comm. Theobald and supported by Comm. Musta to approve the agenda as amended. A vote was called, all in favor. Motion passed, 4-0.**

#### **APPROVAL OF THE MINUTES**

**A motion was made by Comm. Musta and supported by Comm. Potter to approve the July 12, 2022, Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.**

#### **PUBLIC COMMENTS**

None.

#### **AGENDA ITEMS**

##### ***G.1. Discussion on Current Litigation Matters***

Administrator, Joe Porterfield, informed the committee that there is no new news to report at this time. Mr. Porterfield did mention that the Administration Office received correspondence that was sent to MMRMA and later forwarded to the Road Commission regarding a pending case.

##### ***G.2. Infrastructure Alternatives Inc. (IAI) Monthly Report (July 2022)***

Mr. Tom Lutke, IAI Project Manager, was present; a report was provided in the packet, and he discussed the following:

- 07/18/22 – Cummins Service out to replace block heater on the generator
- 07/29/22 – Reduced flow on automatic flushing hydrants to see if the meter at the well house is unable to accurately record flows higher than 220gpm. If that is the case, then this might be the cause of the discrepancy between the Wellhouse production and actual usage.
- Pressure washed well house exterior.
- Flushed bladder tanks and completed annual pressure checks.
- Customer called about delinquent water bill. They wanted to confirm the delinquent amount was correct and asked about a payment plan.

Mr. Lutke asked if the committee would consider allowing the customer to enter into an approved payment plan. This delinquency came after the property was sold and there was confusion as to who was responsible for payments.

Comm. Musta asked how much the bill was, and Mr. Lutke stated that it was nearly \$13,000.

Chairman Taylor asked Administrator Mr. Porterfield to work with Mr. Lutke, Legal, and the customer to bring an approved agreement to the Board.

***G.3. Airport Authority Discussion – Karl Holder***

Deleted.

***G.4. Resolution 22-20 Honoring Michael Benegelink***

**A motion was made by Comm. Musta and supported by Comm. Potter to forward a recommendation to the full board to approve a resolution honoring the late Vice Chairman, Commissioner Michael Benegelink. A vote was called, all in favor. Motion passed 4-0.**

***G.5. Transition House Discussion***

**A motion was made by Comm. Theobald to forward a recommendation to the full board to accept the recommendation of the Wexford Missaukee Community Corrections Advisory Board and place both transition houses up for sale with proceeds going to Community Corrections.**

*The motion was dropped due to lack of support.*

Comm. Potter questioned why the proceeds would go to Community Corrections. He also questioned whether the funds should be placed into a reserve fund to help fund the Community Corrections budget when needed.

Ms. Stark stated that the houses were bought with funds from Community Corrections and that the provided letter states that the funds would be put into a fund reserve.

Comm. Musta inquired about the values of the two houses. Ms. Stark was not aware of their current value, but stated both houses needed quite of bit of work and clean-up.

Comm. Potter expressed concern about funding Community Corrections from the general fund because there is nothing in PA 511 that states the County must supplement Community Corrections.

Honorable Judge Elmore stated that there are constant changes and increases and fluctuations that you cannot plan for that affect the budget. Judge Elmore continued to speak to the importance of Community Corrections for him to utilize and, as laws continue to change, he predicted he will continue to need and utilize Community Corrections.

Chair Taylor asked Mr. Porterfield to look into the best way to sell the properties and get them appraised.

**A motion was made by Comm. Musta and supported by Comm. Potter to forward a recommendation to the full board to accept the recommendation of the Wexford Missaukee Community Corrections Advisory Board and place both transition houses up for sale with proceeds going into a fund reserved for the continuation of Community Corrections. A vote was called, all in favor. Motion passed, 4-0.**

***G.6. Figura Law Agreement***

**A motion was made by Comm. Theobald and supported by Comm. Potter to forward a recommendation to the full board to approve and sign the presented agreement from Figura Law. A vote was called, all in favor. Motion passed, 4-0.**

Comm. Potter clarified that outside counsel will be needed due to a conflict of interest with county legal. Mr. Porterfield agreed, and stated Figura Law will be utilized to provide guidance regarding the Memorandum of Understanding the other five counties regarding the Northern Lakes Community Mental Health agreement. Mr. Porterfield stated that paragraph seven will be removed and that the updated agreement will be provided to the Board.

**G.7. Zoom Discussion**

Commissioners discussed having the Board meetings via Zoom and felt it is not needed anymore. There is very little attendance via Zoom. They agreed that Zoom is very distracting during the meetings and interrupts the concentration of the Commissioners and the flow of the meetings.

**A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to discontinue the use of Zoom during Board meetings until further notice and effective immediately. A vote was called, all in favor. Motion passed, 4-0.**

**CORRESPONDENCE**

None.

**ADMINISTRATOR'S COMMENTS**

Mr. Porterfield informed the committee that budgets are open and that they are due on August 17 and that will keep everything on track with the budget calendar. They will be provided at the last finance meeting of this month. Mr. Porterfield stated that he continues to work with the other counties regarding Northern Lakes Community Mental Health. He also stated NMRE CEO has stated it is in the best interest of the six counties to stay together.

**PUBLIC COMMENTS**

None.

**COMMITTEE COMMENTS**

None.

**CHAIR COMMENTS**

None.

**ADJOURN**

**A motion was made by Comm. Theobald and supported by Comm. Musta to adjourn at 4:27 p.m. A vote was called. All in favor, motion passed.**

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Gary Taylor, Chairman

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Megan Kujawa, Recording Secretary



**INFRASTRUCTURE  
ALTERNATIVES, INC.**

**G.2.**

## **Monthly Operations & Maintenance Report**

**September 13, 2022**

**Report for Month:** August 2022  
**Location:** Wexford County  
**Facilities:** Cedar Creek Water Plant & Distribution System  
**Operator in Charge:** Ryan Longstreet, Certified Operator

### **Emergency Callouts/Customer Complaints**

- No call outs or complaints this month.

### **Significant Events:**

- 8/23/22 – Witnessed the water main taps for the connections on 20 ½ Rd. and E 22 Rd.
  - Meter pit is installed on 20 ½ Rd. and ready for service and meter to be installed.
  - Only the tap and shut off were installed on E. 22 Rd. The customer wanting the service called after the tap was done saying he no longer wanted the service at this time.
- 8/25/22 – Site visit with EGLE. Minor maintenance improvements were recommended by EGLE and completed by IAI.
- 8/29/22 – Reducing the flow of the automatic flushing hydrants did not resolve the flow meter issue at the well house. We are waiting for the instrument technician to have availability to reexamine our flow meter.

### **Preventive Maintenance:**

- Replaced two meters and endpoints that had quit working properly.
- IAI staff continues to regularly check chlorine residuals throughout the water system.

### **Facilities Data for the Month**

Production at Well House	409,370 gallons
Metered Usage	529,894 gallons
Metered Flushing	164,570 gallons
Difference *(% Gain)	*120,524 gallons (29.44%)



8/16/22

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Grand Traverse County, 400 Boardman Avenue, Traverse City Michigan 49684, a Michigan Municipal Corporation, ("Grand Traverse"), Leelanau County, 8527 E. Government Center Dr., Suttons Bay Michigan 49682, a Michigan Municipal Corporation ("Leelanau"), Missaukee County, 111 S. Canal Street, PO Box 800, Lake City Michigan 49651, a Michigan Municipal Corporation ("Missaukee"), Roscommon County, 500 Lake Street, Roscommon Michigan 48653, a Michigan Municipal Corporation ("Roscommon"), Wexford County, 437 E. Division Street, Cadillac Michigan 49601, a Michigan Municipal Corporation ("Wexford"), and Crawford County, 200 W. Michigan Avenue, Grayling Michigan 49738, a Michigan Municipal Corporation ("Crawford"), with any individual county be referred to as "a County", all of the parties being collectively referred to as "the Counties" or " the Parties".

**RECITALS**

Whereas, the Public Health Code provides that counties are responsible to deliver behavior health services through a community mental health services program ("CMHSP"); and

Whereas, counties may deliver a CMHSP through creation of a county community mental health agency, a community mental health organization, or community mental health authority; and

Whereas, in 2003, Grand Traverse, together with the Counties of Leelanau, Crawford, Missaukee, Roscommon, and Wexford decided to deliver a CMHSP through the establishment of a community mental health authority, the Northern Lakes Community Mental Health Authority ("NLCMHA"), which was accomplished through the execution of an Enabling Resolution and Agreement (the "Agreement"); and

Whereas, elected and appointed officials with the Counties having expressed concerns that NLCMHA currently administering CMHSP does not meet the behavioral health needs of the citizens of the Counties; and

Whereas, the Counties desire to work together to address these concerns by studying the delivery of CMHSP for the goal of improving behavior health services in "the Counties"; and

Whereas, to aid in this study, Grand Traverse has or will engage the necessary consultant(s) to offer assistance with regard to review and possible improvements concerning the behavioral health needs of the citizens of the Counties; and

Whereas, this memorandum provides for shared responsibilities related to the studying improving mental health services in the Counties.

Therefore, the Counties acknowledge the following responsibilities:

1. Grand Traverse's responsibilities.

a. Engage consultants:

1. A law firm with significant expertise in public health law.
2. A operations and programming consultant with significant expertise in public health services programs and management.

b. Host meetings.

c. Keep all other parties hereto informed and share data.

d. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

2. Leelanau's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Leelanau.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

3. Missaukee's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Missaukee.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

4. Roscommon's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Roscommon.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

5. Wexford's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Wexford.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

6. Crawford's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Crawford.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

7. The Counties shared responsibilities.

a. Work collaboratively and in good faith.

b. Provide input into, jointly draft, and potentially approve a new Agreement and/or programming or operational modifications as to NLCMHA and the associated CMHSP.

c. Interact with consultant(s) to review, examine, and offer input as to the CMHSP.

8. Miscellaneous.

a. This Memorandum of Understanding shall be interpreted according to Michigan law.

b. In the event that there is a conflict between this Memorandum and the Agreement between the Parties, the Agreement shall govern and control.

c. The Parties hereto agree that any and all written materials including drafts, notes, outlines, or suggested modifications to the Agreement, or the programming or operational aspects of NLCMHA or the CMHSP, that are submitted by any party hereto shall, upon the request of the party that prepared such item(s), shall be returned to the preparing party.



d. It is agreed that Grand Traverse shall pay the costs of operations and programming consultant(s), unless some other cost allocation is agreed upon by the Counties, or a County, as a result of the Counties, or a County, reaching an agreement on modifications to the Agreement, or the programming or operational aspects of NLCMHA, or the CMHSP.

e. It is acknowledged by all parties hereto that this Memorandum of Understanding has been prepared by legal counsel for Grand Traverse County and at the direction of Grand Traverse and that Fraser Trebilcock Davis & Dunlap, P.C. is legal counsel solely for Grand Traverse County. Each county is advised that it should retain, and pay for, its own legal counsel.

f. It is further understood and agreed that at any time any of the Parties hereto may withdraw from these joint discussions and from this Memorandum of Understanding, for any reason, or for no reason at all, upon 7 days written notice to the other Counties. In the event a written notice of is provided, that parties responsibilities and participation under this Memorandum of Understanding shall cease and terminate, excepting only the obligation to contribute to the costs of the consultant(s), to the date of the notification of withdrawal.

g. It is mutually and expressly acknowledged that nothing contained herein shall limit, restrict, modify, or impact, in any way whatsoever, any of the Counties rights, obligations, or options of the Parties under Act 290 of the Public Acts of 1995, as amended, (MCL 330.1205 et seq) or the Enabling Agreement of September 9, 2003, which created NLCMHA, inclusive of the right of any county to withdrawal from the Enabling Agreement and/or as to the termination of NLCMHA.

h. To the extent the Parties are exposed to any protected health information during the work under this Memorandum of Understanding, including but not limited to Health Insurance, Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the parties will use appropriate safeguards to prevent use or disclosure of protected health information. The parties hereto agree to promptly report any known misuse of any protected health information.

i. This Memorandum of Understanding may not be amended, modified, revoked, except by written instrument executed by all of the parties to this Memorandum of Understanding.

j. Should any provision of this Memorandum of Understanding be held invalid or void for any reason, the remaining provisions shall remain in full force and effect.

k. The captions in this Memorandum of Understanding have been inserted solely for convenience of reference and in no way define, limit, or describe the scope or

substance of any provision of this Memorandum of Understanding and this document shall be deemed to be jointly drafted by the Parties.

l. This Memorandum of Understanding may be executed in one or more counterparts each of which shall be deemed an original, but all together will constitute one and the same instrument, and any such counterpart containing a facsimile or electronic signature shall be deemed and original. This Memorandum of Understanding shall become effective, as to each Municipal Corporation, on the date the Memorandum of Understanding is executed by that Municipal Corporation.

m. This Memorandum of Understanding contains the full and entire agreement of the Parties relative to the retention of a consultant and the willingness to have joint discussion as to NLCMHA and the existing CMHSP.

n. It is represented that any signatory hereto has been fully and completely empowered and authorized to execute this Memorandum of Understanding on behalf of the Municipal Corporation.

The Parties have executed this Memorandum of Understanding on the date indicated below:

Grand Traverse County:

\_\_\_\_\_  
Robert Hentschel, Chairperson  
Grand Traverse County Board of Commissioners

Date: \_\_\_\_\_

\_\_\_\_\_  
Bonnie Scheele, Grand Traverse County Clerk

Date: \_\_\_\_\_

Leelanau County

\_\_\_\_\_  
Ty Wessell, Chairperson  
Leelanau County Board of Commissioners

Date: \_\_\_\_\_

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Michelle L. Crocker, Leelanau County Clerk

Dated: \_\_\_\_\_

Missaukee County

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Dean Smallagen, Chairperson  
Missaukee County Board of Commissioners

Date: \_\_\_\_\_

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Jessica Nielsen, Missaukee County Clerk

Date: \_\_\_\_\_

Roscommon County

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Robert E Schneider, Chairperson  
Roscommon Board of Commissioners

Date: \_\_\_\_\_

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Michelle Stevenson, Roscommon Clerk/Register of Deeds

Date: \_\_\_\_\_

Wexford County

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Gary Taylor, Chairperson  
Wexford County Board of Commissioners

Date: \_\_\_\_\_

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Alaina Nyman, Wexford County Clerk

Date: \_\_\_\_\_

Crawford County

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Shelly Pinkelman, Chairperson  
Crawford County Board of Commissioners

Date: \_\_\_\_\_

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Sandra Moore, Crawford County Clerk/Register of Deeds

Date: \_\_\_\_\_



GRETCHEN WHITMER  
GOVERNOR

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

**EGLE**

LIESL EICHLER CLARK  
DIRECTOR

August 18, 2022

Vicky Garon  
Wexford County Landfill, LLC  
P.O. Box 1030  
Kalkaska, Michigan 49646

Dear Vicky Garon:

**SUBJECT:** Perpetual Care Fund (PCF); Solid Waste Surcharge; and Annual Solid Waste Receipt Report (Annual Report) Fiscal Year (FY) 2021; Wexford County Landfill, LLC (Wexford); Waste Data System Number 470336

The Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division (MMD), has evaluated the following information for the above-subject facility:

1. The PCF account balance at the close of FY 2021, as required by Section 11525 of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 115). The PCF account balance should be reflective of the amount of solid waste disposed of in the landfill after June 17, 1990.
2. Solid waste surcharge payments for FY 2021, as required by Section 11525a of Part 115. The solid waste surcharge payment is related to the amount of solid waste disposed of in the landfill and the first payments into the solid waste surcharge program began in January 2004.
3. The Annual Report information for FY 2021. The Annual Report, which is required under Section 11507a of Part 115, documents the amounts, types, and origins of solid waste disposed during the reported fiscal year, and is reviewed by the MMD to ensure that the landfill owner/operator is complying with applicable county solid waste management plans (County Plans). Also, note that throughout the remainder of this letter the Annual Report is now part of and referred to as Re-TRAC Connect Michigan Solid Waste Authorization Program (Re-TRAC). Disposal capacity comparison reported in Re-TRAC for FY 2021, as required under Section 11507a of Part 115, in relation to the permitted capacity at the landfill.

The purpose of this evaluation is to ensure that all the above information, as supplied by the landfill in Re-TRAC is consistent and that the respective statutory requirements are being met.

The results of this evaluation are described further in this letter. Please respond in writing to this evaluation by September 19, 2022, indicating Wexford's agreement or reasons for disagreement with the evaluation results, and, where there is agreement on identified problem areas, explain what Wexford will do to address them.

Wexford may submit documentation in support of its position regarding the evaluation. All available information will be used by EGLE to reevaluate the compliance status of Wexford with the requirements addressed in this letter.

### **PCF Account Balance**

Section 11525 of Part 115 requires facilities to increase the amount of the PCF based on solid waste disposed at the landfill as of the end of the state fiscal year and make that deposit within 30 days after the end of each state fiscal year. This audit letter is for the period from October 1, 2020, through September 30, 2021, and those payments were due by October 30, 2021. Therefore, at this time, your PCF should be fully funded. Wexford disposed 753,671.71 cubic yards of waste requiring a deposit of \$188,417,93; a total balance of \$2,506,000. The current balance is \$2,374,079.60. \$131,920.40 should be deposited to the PCF account to meet Part 115 requirements. Please see enclosed PCF Balance Worksheet.

### **Solid Waste Surcharge Payments**

Wexford is required to make quarterly solid waste surcharge payments of \$0.12 per cubic yard of solid waste disposed for the period. An evaluation of Re-TRAC shows that Wexford has overpaid due to the change in conversion factors in the 1<sup>st</sup> and 2<sup>nd</sup> quarters FY 2021. Specifically, Wexford reported disposing 753,671.71 cubic yards for a total solid waste surcharge amount due of \$90,440.61; however, Wexford paid \$91,163.82 for a difference of **(\$723.21)**. Wexford may deduct \$723.21 from their next quarterly surcharge payment.

<b>FY</b>	<b>Waste Volume</b>	<b>Surcharge Payment Due</b>	<b>Amount Paid</b>	<b>Difference</b>
<b>2021</b>	<b>753,671.71</b>	<b>\$90,440.61</b>	<b>\$91,163.82</b>	<b>(\$723.21)</b>

### **County Plans**

Sections 11513 and 11538(6) of Part 115 prohibit a disposal area in Michigan from accepting solid waste generated in a Michigan county other than the county where the disposal area is located, unless acceptance of that waste is explicitly authorized in the approved county plan of both the county where the waste is generated and the county where the disposal occurs. In addition, many County Plans impose additional conditions or limitations on the acceptance of solid waste from other Michigan counties.


For the reporting period of October 1, 2020, through September 30, 2021, Re-TRAC indicates that Wexford may have accepted solid waste that may not have been authorized for disposal at the landfill by applicable county plans. Specifically, Wexford, which is located in Wexford County, accepted 2,300 cubic yards of waste from Clare County. The Wexford County Plan authorizes waste imports from Clare County, the Clare County Plan does not authorize this transfer. Wexford accepted 648 cubic yards of waste from Oscoda County. Neither the Wexford nor Oscoda County Plan authorizes this waste transfer.

### **Capacity**

Section 11507a of Part 115 requires each landfill to provide the amount of remaining disposal capacity at the landfill. Remaining disposal capacity is calculated as the permitted capacity less waste in place for any area that has been constructed and is not yet closed plus the permitted capacity for each area that has a permit for construction under Part 115 but has not yet been constructed. A review of the permitted capacity at the landfill provided matches EGLE records and no further action is required.

We appreciate your efforts to provide consistent information and to meet the requirements evaluated herein. Should you have any questions regarding the PCF, Re-TRAC, or Solid Waste Surcharge please contact Katriena Guilmette, Solid Waste Section (SWS), MMD, at 517-388-0293 or GuilmetteK@Michigan.gov; if you have any questions regarding the County Plan information, please contact Carlie Money, Sustainable Materials Management Unit, SWS, MMD, at 517-897-4805 or MoneyC@Michigan.gov; or if you have any questions regarding the Capacity information, please contact Margie Ring, SWS, MMD, at 517-290-6125 or RingM@Michigan.gov; or you may contact them at EGLE, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely,



Rhonda S. Oyer, Manager  
Solid Waste Section  
Materials Management Division  
517-897-1395

### Enclosure

cc: Janet Koch, Wexford County  
Phil Roycraft, EGLE-Cadillac  
Margie Ring, EGLE  
Carlie Money/Facility File, EGLE  
Katriena Guilmette/PCF File, EGLE

**PCF Balance Worksheet**  
**Wexford County Landfill, LLC**  
**WDS 470336**

<b>FY</b>	<b>Waste Volume, yd<sup>3</sup></b>	<b>Calculated Maximum Payment (yd<sup>3</sup> x \$0.25)*</b>	<b>Calculated Maximum Balance**</b>	<b>Statutory Maximum Balance @ June of FY</b>	<b>Actual Balance @ End of FY</b>	<b>Underfunded Amount***</b>
1996	215,027.00	\$53,756.75		\$1,156,000		
1997	210,707.00	\$52,676.75		\$1,189,524		
1998	217,934.00	\$54,483.50		\$1,222,830	\$519,803.00	
1999	240,207.00	\$60,051.75	\$579,854.75	\$1,239,950	\$608,475.00	-\$28,620.25
2000	279,911.00	\$69,977.75	\$678,452.75	\$1,291,000	\$701,171.00	-\$22,718.25
2001	294,814.00	\$73,703.50	\$774,874.50	\$1,308,000	\$810,899.00	-\$36,024.50
2002	294,032.00	\$73,508.00	\$884,407.00	\$1,325,000	\$899,651.00	-\$15,244.00
2003	303,112.00	\$75,778.00	\$975,429.00	\$1,380,650	\$992,726.00	-\$17,297.00
2004	284,429.00	\$71,107.25	\$1,063,833.25	\$1,409,000	\$1,075,003.00	-\$11,169.75
2005	308,015.00	\$77,003.75	\$1,152,006.75	\$1,566,000	\$1,157,927.00	-\$5,920.25
2006	236,702.00	\$59,175.50	\$1,217,102.50	\$1,639,000	\$1,317,722.00	-\$100,619.50
2007	215,766.00	\$53,941.50	\$1,371,663.50	\$1,700,000	\$1,440,482.00	-\$68,818.50
2008	182,022.00	\$45,505.50	\$1,485,987.50	\$1,789,000	\$1,555,956.63	-\$69,969.13
2009	125,803.00	\$31,450.75	\$1,587,407.38	\$1,805,000	\$1,600,768.01	-\$13,360.63
2010	125,256.00	\$31,314.00	\$1,632,082.01	\$1,878,500	\$1,628,780.00	\$3,302.01
2011	143,679.00	\$35,919.75	\$1,664,699.75	\$1,962,000	\$1,672,655.71	-\$7,955.96
2012	485,335.00	\$121,333.75	\$1,793,989.46	\$2,045,000	\$1,786,733.00	\$7,256.46
2013	538,710.00	\$134,677.50	\$1,921,410.50	\$2,078,000	\$1,914,736.12	\$6,674.38
2014	594,424.00	\$148,606.00	\$2,063,342.12	\$2,106,000	\$2,076,663.00	-\$13,320.88
2015	674,513.00	\$168,628.25	\$2,245,291.25	\$2,118,000	\$2,252,158.52	-\$134,158.52
2016	629,914.40	\$157,478.60	\$2,409,637.12	\$2,112,000	\$2,253,669.67	-\$141,669.67
2017	662,495.90	\$165,623.98	\$2,419,293.65	\$2,173,000	\$2,265,202.81	-\$92,202.81
2018	669,525.80	\$167,381.45	\$2,432,584.26	\$2,257,000	\$2,295,752.42	-\$38,752.42
2019	705,354.30	\$176,338.58	\$2,472,091.00	\$2,351,000	\$2,346,528.35	\$4,471.65
2020	794,444.80	\$198,611.20	\$2,545,139.55	\$2,351,000	\$2,373,741.76	-\$22,741.76
2021	753,671.71	\$188,417.93	\$2,562,159.69	\$2,506,000	\$2,374,079.60	\$131,920.40



\* Before consideration of the statutory maximum required balance.

\*\* Before consideration of the statutory maximum required balance. The first amount in this column is calculated by adding the Calculated Maximum Payment to the Actual Balance @ End of FY for the previous FY. Subsequent amounts are calculated by adding the Calculated Maximum Payment to the Calculated Maximum Balance for the previous FY.

\*\*\* Underfunded amount is the Calculated Maximum Balance minus the Actual Balance @ End of FY, unless the Calculated Maximum Balance is greater than the Statutory Maximum Balance @ June of FY, then the Underfunded Amount is the Statutory Maximum Balance @ June of FY minus the Actual Balance @ End of FY. This annual amount is a minimum underfunded amount, because it may not include interest and other earnings, which cannot be used to offset the statutory deposit obligations.

This worksheet is intended to evaluate perpetual care funds required under MCL 324.11525 using data submitted by the landfill and the financial institution for the perpetual care fund. While perpetual care fund requirements became effective in 1990, waste volume data was not required to be submitted until 1996. Therefore, calculations in the worksheet begin with the first available data on waste volumes, and may not reflect required payments and balances for prior periods.