



Elizabeth Bjorn <controller@houghtoncounty.net>

Proposed Wilderness Areas

Kendra Everett <keverett@senate.michigan.gov>

Wed, Mar 9, 2022 at 1:18 PM

To: "controller@houghtoncounty.net" <controller@houghtoncounty.net>

Hi Elizabeth,

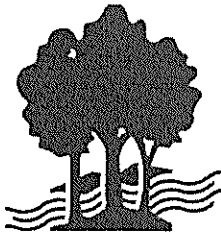
Thanks for talking today. As mentioned, here's some memos that have been floating around by the environmental group on their effort to have more wilderness areas named in the Upper Peninsula. Appreciate you checking to see if the county has issued any comments or thoughts on this so far.

Kendra Everett

2 attachments

 Existing Michigan Wilderness .pdf
62K

 Michigan Wilderness Memo_ELPC.pdf
3554K



ENVIRONMENTAL LAW & POLICY CENTER

MEMORANDUM

TO: Michigan Wilderness Supporters and Interested Parties
FROM: Tyler Barron – Environmental Law and Policy Center
SUBJECT: Opportunities to Designate Four National Wilderness Areas in Michigan
DATE: December 20th, 2021

Over the past three years, Congress has designated new National Wilderness areas in several states across the country. Consequently, Michigan and other Midwestern states may have an opportunity to secure valuable new National Wilderness areas long considered for federal designation. In anticipation of this opportunity, ELPC with Michigan partners have reviewed past proposals to designate new Wilderness areas in Michigan and have discussed potential locations with conservation leaders. Together, we have identified three new areas and one addition to an existing Wilderness area in Michigan's Upper Peninsula that meet federal standards for Wilderness designation: (1) the Ehlco area, (2) the Trap Hills, (3) Norwich Plains, and (4) the Sturgeon River Gorge Wilderness Addition. Together, the Ehlco area, the Trap Hills, and Norwich Plains would create a nearly contiguous National Wilderness area of almost 50,000 acres. This large expanse of protected public land would be adjacent to and connected with the Porcupine Mountains Wilderness State Park. Likewise, the Sturgeon River Gorge Wilderness Addition would add nearly 2,000 acres of unique pristine land to the Sturgeon River Gorge Wilderness, creating a total contiguous Wilderness area of almost 17,000 acres.

EXISTING NATIONAL WILDERNESS AREAS IN MICHIGAN

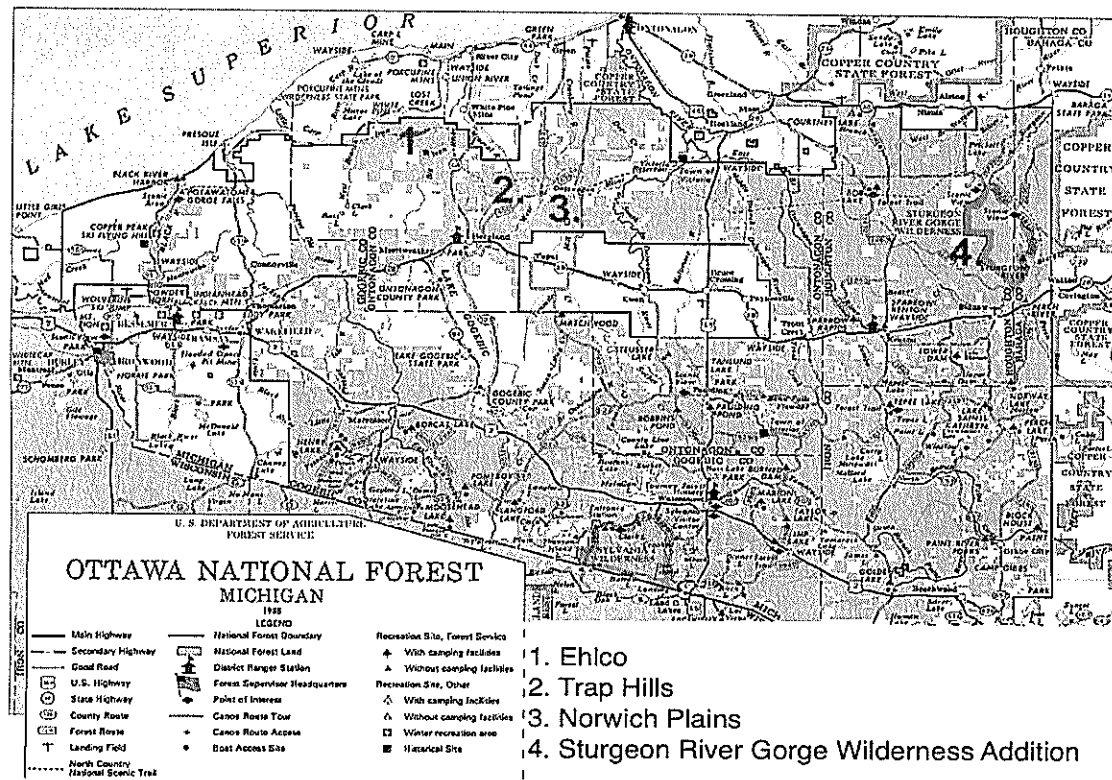
There are currently sixteen National Wilderness areas in Michigan. Four of these areas were designated under the Wilderness Act of 1964, ten were designated under the Michigan Wilderness Act of 1987, and two were separately designated in 2009 and 2014. Ten of these areas are managed by the U.S. Forest Service, three are managed by the National Park Service, and three are managed by the U.S. Fish and Wildlife Service. There are two National Wilderness areas in the Lower Peninsula, ten areas in the Upper Peninsula, and four collections of islands. Descriptions of Michigan's sixteen existing National Wilderness areas are included in the attached document.

TOP CANDIDATES FOR NEW NATIONAL WILDERNESS DESIGNATION IN MICHIGAN

Conversations with Michigan Wilderness professionals and research on possible additions to Michigan's existing Wilderness focused on four sites: the Ehlco area, the Trap Hills, Norwich Plains, and the Sturgeon River Gorge Wilderness Addition. These areas have been considered for Wilderness designations in the past, and they remain strong candidates today. Each area is described below in detail.

35 East Wacker Drive, Suite 1600 • Chicago, Illinois 60601
(312) 673-6500 • www.ELPC.org

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The Ehlico Area

Ontonagon County, immediately south of the Porcupine Mountains Wilderness State Park

The Ehlico area is located in Ontonagon County in the Bergland Ranger District of the Ottawa National Forest. This 16,000-acre area is just south of the Porcupine Mountains Wilderness State Park and was purchased in small parcels mostly by the U.S. Forest Service from the Edward Hines Lumber Company (hence, “Ehlico”) between 1937 and 1969.

After decades of resource extraction in the early to mid-1900s, the Ehlico area has had over fifty years to return to a natural, untrammled state. The Forest Service recommended Ehlico for Wilderness evaluation in 2003, and it remains a valuable candidate today.

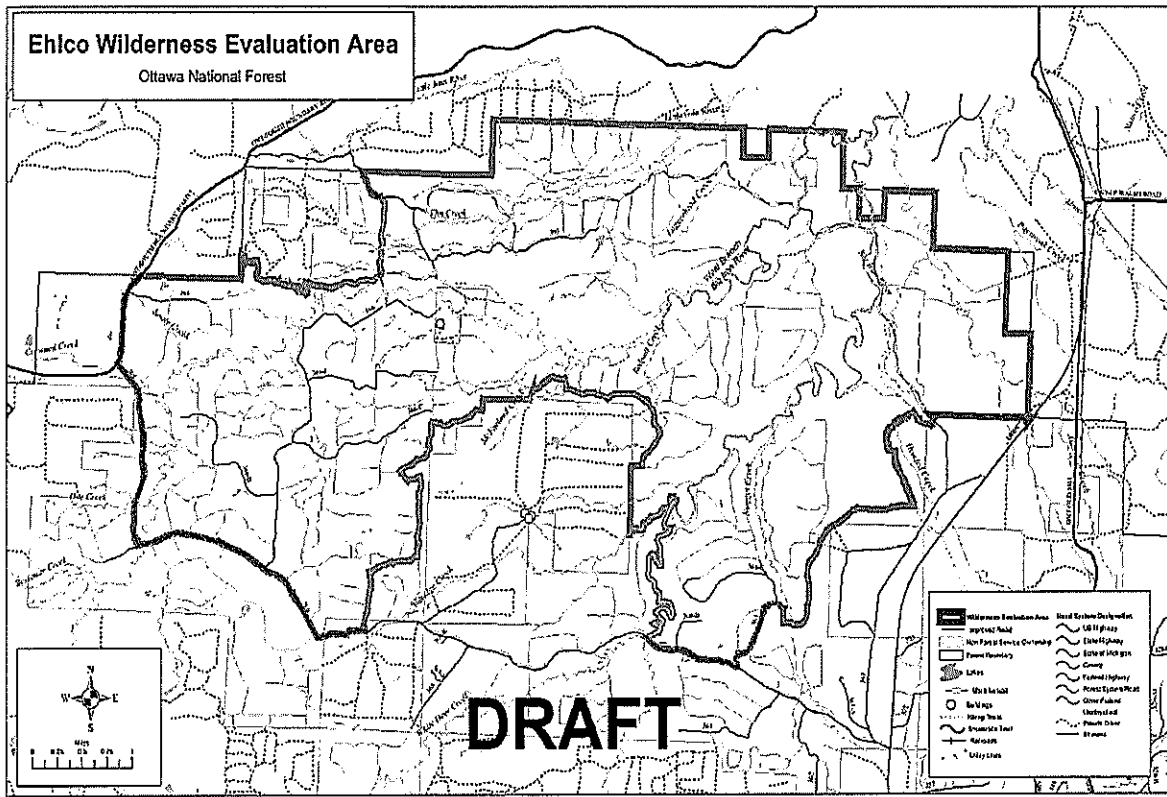
Ehlico consists of a young to mid-successional forest containing upland hardwoods, lowland conifers, lowland hardwoods, and smaller numbers of hemlock, aspen, and paper birch. Its topography is gently sloping and ranges from nearly level to moderately steep in its larger river drainage systems—the West Branch Big Iron River and the Big Iron River. Roughly half of Ehlico’s area consists of wet drainways, depressions, low-lying areas, and floodplains with fine-textured soils. Undergrowing vegetation varies with soil and tree species. The vegetation includes ferns, sedges, and spring ephemerals as well as a variety of shrubs, tree seedlings, and forest floor mosses.

Ehlico is also home to an abundance of diverse wildlife. White-tailed deer, black bears, and fishers are common sights along with numerous bird species frequently found in the Ottawa region. At least one wolf pack claims Ehlico as its territory. The low road density in conjunction with the

proximity of the Porcupine Mountains Wilderness State Park provides a remote habitat ideal for wolves and similar species.

Overall, Ehlco is a low-use area. Beyond some human activity resulting from intermittent hunting and hiking on Ehlco's 12 miles of the North Country National Scenic Trail there is little recreation in the area. For example, Ehlco's rivers and creeks are not navigable. While water levels tend to rise in the spring, the waterways can become nearly dry rock beds in the summer. There are also two small inholdings in the area. The first inholding has a private dwelling in the semi-private core of the area and requires access. The second inholding does not have any dwellings.

Today, Ehlco is a strong candidate for National Wilderness designation because it is expansive, largely free from non-native vegetation, natural, secluded, and almost completely federally owned. The designation of Ehlco along with the Trap Hills and Norwich Plains would create a nearly contiguous Wilderness area of almost 50,000 acres. This large expanse of protected public land would be adjacent to and connected with the Porcupine Mountains Wilderness State Park.



The Trap Hills

Ontonagon County, southwest of Rockland, MI, near the Porcupine Mountains Wilderness State Park

The Trap Hills are located in Ontonagon County between US-45 and M-64. They are about 20 miles southeast of the Porcupine Mountains. The area has generally resisted human disturbance due to its rugged landscape and harsh climate. During Michigan's mid-1800s copper boom, human

presence in the Trap Hills briefly increased; however, the area's residents moved out when the mines closed, and little evidence of related human activity remains in the area today.

This overall lack of human intrusion has resulted in a pristine and nearly undisturbed habitat for a diverse wildlife population. Common species like black bears, white-tailed deer, beavers, and raccoons as well as rarer species like timber wolves, peregrine falcons, northern goshawks, and wood turtles call the Trap Hills their home. The area also features a diverse array of flora such as boreal and northern hardwood forests, cedar swamps, and lichen-encrusted cliffs as well as less common plant species like fairy bells and Braun's holly fern. According to the Forest Service, the Trap Hills are "comprised of large tracts of undisturbed forest, rugged slopes and ridges, streams, waterfalls and ponds, [and they offer] solitude and [a] sense of remoteness that is unique in the Great Lakes area." In addition, the highest sheer cliff in Michigan is found in the Trap Hills, boasting visibility of up to 40 miles and views of some of Michigan's most spectacular scenery.

The vast majority of the Trap Hills is government-owned and within the Ottawa National Forest. Much of it is already located in a non-motorized area. Although there is a small collection of roads used to access the trails and a few motorized trails, one can easily find the remoteness and serenity that a Wilderness designation requires. With a motivated constituency and a valuable landscape, Wilderness experts in Michigan argue that the Trap Hills could be an immediate, viable option for National Wilderness designation.

For more than twenty years, there have been conversations about protecting the roughly 25,000 acres of the Trap Hills. The Trap Hills Conservation Alliance and Northwoods Wilderness Recovery have previously advocated the designation of the area as Wilderness. However, due to growing concerns over the threat of potential logging, including the Trap Hills in the National Wilderness Preservation System is now more urgent than ever.

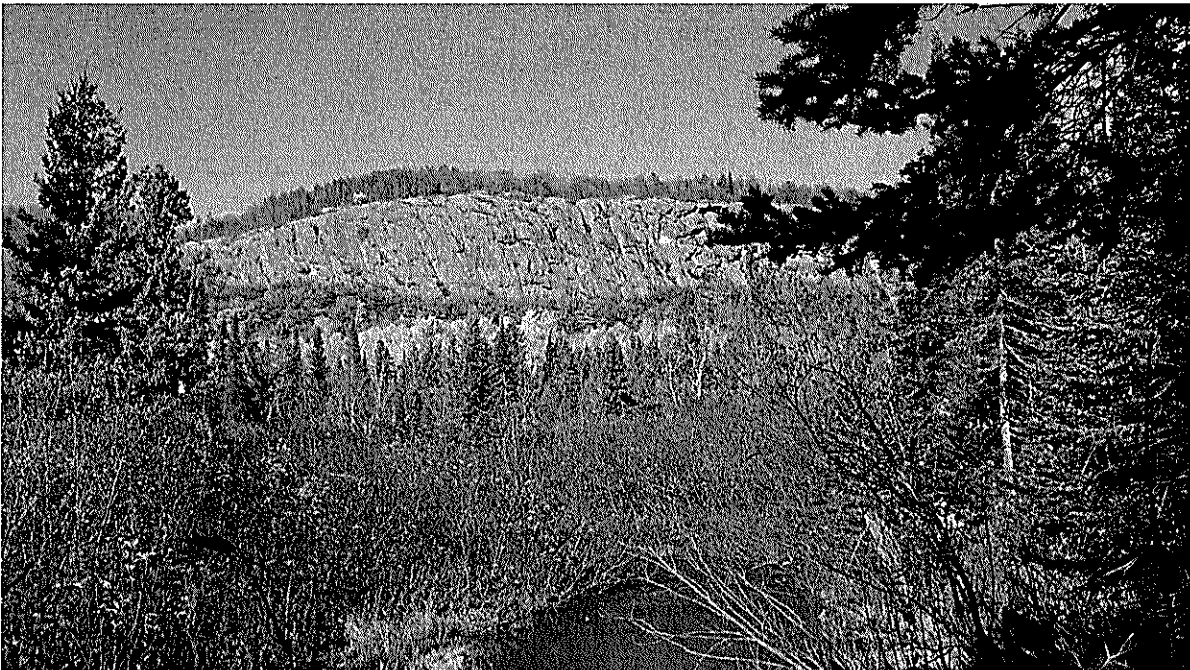


Image: Cascade Creek and Michigan's highest sheer cliff

Norwich Plains

Ottawa National Forest, immediately northeast of Bergland, MI

Norwich Plains is located in the Ottawa National Forest. The area was identified in the 1986 Forest Plan Roadless Inventory through the RARE II process, but it was not recommended for Wilderness designation in that plan. Timber sales activity and road construction primarily from the early 1980s affected small pieces of Norwich Plains and weakened the appearance and integrity that it needed for Wilderness designation.

Today, however, most of Norwich Plains is a prime candidate for protection since the past 34 years have given it time to revert back to its wild state. It now consists mostly of second-growth forest mixed with areas of old-growth timber, beaver ponds, meadows, and several miles of trout streams. The area is mainly mature aspen, but there is a diverse range of habitats throughout the area. Norwich Plains now has roughly 8,000 acres of remote land suitable for a Wilderness designation and has significant potential to become more unique ecologically as its forests mature. Further, designating Norwich Plains could facilitate the expansion of old-growth forest found in the nearby Porcupine Mountains Wilderness State Park.

Sturgeon River Gorge Wilderness Addition

Ottawa National Forest, adjacent to the southwest corner of the existing Sturgeon River Gorge Wilderness

The Sturgeon River Gorge Wilderness was designated by the Michigan Wilderness Act of 1987. It consists of 16,744 acres of flat to rolling uplands largely covered by forests of northern hardwoods, pines and other conifers, and aspen. The Sturgeon River has cut through these uplands to form the Sturgeon River Gorge—10 miles long, averaging 1 mile wide and 300 feet deep—and the spectacular Sturgeon River Falls. While the Sturgeon River Gorge benefits from Wilderness designation, roughly 2,000 acres of wild Ottawa National Forest land on the Wilderness' southwestern border lack the same protection.

The proposed 2,000-acre area's value to local wildlife and its suitability for remote recreation make it a strong candidate for designation. Almost half of the area consists of beaver ponds, wet meadows formerly occupied by beaver ponds, and wetland forests. While the wetlands and wet soils do not create favorable conditions for high-value timber, they do provide indispensable habitat for waterfowl and other wetland species. Additionally, moose and moose sign can be seen frequently in the area, indicating the likely presence of a small population of moose separated from Michigan's main herd in counties farther east.

The area offers visitors ample opportunities for off-trail recreation such as hiking and hunting, allowing them immersion in nature's remoteness and solitude. Moreover, this addition to the Sturgeon River Gorge Wilderness would expand the existing protected area to nearly 19,000 acres of contiguous Wilderness, compounding the benefits of its designation. Overall, this area provides an essential complement to Sturgeon River Gorge and deserves protection under the Wilderness Act.

Sturgeon River Gorge Wilderness

Ottawa National Forest

The Wild and Scenic Sturgeon River flows out of the northern portion of the Wilderness, over the 70-foot volcanic outcropping of Sturgeon Falls, and through a gorge that reaches 550 feet in depth and a mile in width. Throughout this rugged, steep Wilderness, the Sturgeon and Little Silver Rivers and their tributaries have carved falls, rapids, ponds, narrows, and terraces. Stunning views are possible from the eastern rim of the gorge.

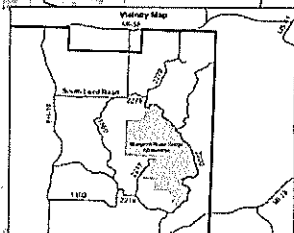
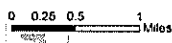
Cut by a few relatively bare slopes, most of the land is forested with pine, hemlock, aspen, sugar maple, beech, and basswood. When the leaves of the hardwoods change color in fall, they form a vivid tapestry.

There are few established trails in Sturgeon River Gorge Wilderness, and the few overgrown logging roads are hard to find and follow. The North Country National Scenic Trail parallels the northern and eastern boundaries for about eight miles. Sturgeon River Campground offers nine sites on the southern boundary. In spring and during peak runoff, kayaking and white-water canoeing are challenging, and only recommended for advanced paddlers.

DRAFT
STURGEON RIVER GORGE

Private

Proposed addition



Trail Mileages
 Sturgeon Drive Trail - 7.5 miles
 Three Oaks Trail - 4 miles
 Sturgeon Falls Trail - 1 mile
 Beaver Dam Overlook - 1.5 miles

The Forest Service uses the most current and precise data available for this and other boundary maps. They may be obtained from sources of different accuracy, and of varying age. Errors are inevitable in any boundary map, especially when they are prepared from aerial and ground data. The boundary shown on this map is for informational purposes only and does not constitute a legal boundary. The Forest Service is not responsible for any errors or omissions in this map. For more information, contact the Forest Service.

THE SIXTEEN EXISTING FEDERAL WILDERNESS AREAS IN MICHIGAN

Beaver Basin Wilderness

The Beaver Basin Wilderness (11,740 acres) includes 13 miles of Lake Superior shoreline from Spray Falls to Sevenmile Creek. The Wilderness is roughly 3.5 miles deep and contains three lakes -- Trappers Lake, Beaver Lake, and Legion Lake -- and five cold streams -- Little Beaver Creek, Arsenault Creek, Sevenmile Creek, Lowney Creek, and Beaver Creek. These waters are home to many fish including brook trout, bass, pike, rock bass, and white sucker.

Old-growth cedar swamps have experienced healthy regeneration, and large areas of beech-maple provide habitat for numerous birds, mammals, and flowering plants. Some species in the Wilderness include black bear, gray wolf, American marten, bald eagle, and grouse. The area also includes unique geography carved by glacial movement in the past. Escarpments, glacial meltwater channels, and the beach ridges from former proglacial Lake Nipissing are all fine examples of glacial geology.

Big Island Lake Wilderness

Big Island Lake Wilderness (5,295 acres) consists of 23 lakes joined by short portages. Canoeing and fishing are popular, but regulations limit the types of lures one can use and the size of fish one can keep. Sandhill Cranes frequent the area's northern section. Woodland animals include black bears, pine martens, bobcats, and porcupines. The region was considerably logged between 1890 and the early 1930s. The growth mix now includes hardwoods in the uplands and hemlock, spruce, and balsam in the low wetlands.

Delirium Wilderness

The Delirium Wilderness (11,952 acres) has seen regeneration from historical human influence as swamp conifers, aspens, and white cedars have returned to the region, with red and jack pines growing in the drier areas. Two bodies of water are found in the area: Sylvester Pond and Delirium Pond. Overall, the character of the area can be described as swamp.

The headwaters of the Pine and Waiska Rivers in the swamp provide ideal habitat for waterfowl and small mammals. Black bears commonly roam through here. There are no established trails, so trekking the wetlands can be physically uncomfortable. The area is not frequented due to a thick forested swamp and biting insects.

Horseshoe Bay Wilderness

The Horseshoe Bay Wilderness (3,842 acres) is administered as a part of the St. Ignace Ranger District of the Hiawatha National Forest. The forests are mainly young and do not show evidence of early 20th century logging. Historically, Native Americans have used the bay for fishing. A sandy beach can be found along the southern portion of the area. The northern two-thirds vary from marshy to rocky depending on the character of the adjoining land. Low, cedar-covered ridges within the Wilderness are separated by narrow, shallow swamps. These ridges and swamps are the result of varying water levels along the former lakeshores.

Wildlife species are typical for a wetland: beavers, otters, mink, ducks, herons, and gulls. Eagles and ospreys nest in white pines along the shoreline. White-tailed deer, black bears, coyotes, and snowshoe hares may be seen at times.

Huron Islands Wilderness

The Huron Islands Wilderness (147 acres) makes up almost the entirety of the Huron National Wildlife Refuge. Created when President Theodore Roosevelt designated the small islands a national bird sanctuary to protect large colonies of nesting gulls. All eight of the islands, except in areas close to the lighthouse, are now managed as Wilderness by U.S. Fish and Wildlife. Of these islands, only Lighthouse Island is open to public access.

The Islands are granite outcrops which rise almost 120 feet above the Lake Superior waterline. In some areas the granite still shows grooves left by the grinding action of glaciers, while the thin soil layer in other areas supports a ground cover with red and white pines, balsam fir, and white birch. Wildlife is scarce during the winter months; only snowshoe hare, small mammals, and a few species of birds live on the Islands year-round. However, the Islands are critically important for colonial nesting birds and serve as a resting site for birds migrating across Lake Superior.

Isle Royale Wilderness

Isle Royale National Park consists of one large island surrounded by over 450 smaller islands encompassing a total area of 850 square miles. Most of the land area of the Park (132,018 acres) is designated Wilderness. Isle Royale Wilderness is also by far the State's largest Wilderness area. Isle Royale's unique ecosystem led to it being designated an International Biosphere Reserve in 1980. The ecological study of wolves on Isle Royale is the longest running large-mammal predator-prey study on earth.

Mackinac Wilderness

Near the end of the 1910s, Mackinac Wilderness Area (11,363 acres) had been severely logged, but a second-growth forest has reclaimed the land, and some trees have been standing for 60-80 years. Native wildlife includes the bald eagle, osprey, sandhill crane, great blue heron, and snowshoe hare. Most visitors come for the most notable feature, the Carp River. The north branch of the Carp River, Taylor Creek and Spring Lake Creek flow into the portion of the Carp River within the Wilderness. Several stretches of minor river rapids are located near the center of the Wilderness.

McCormick Wilderness

McCormick Wilderness (16,925 acres) was originally owned by the family of Cyrus McCormick, inventor of the reaping machine. The family willed the land to the U.S. Forest Service which allowed it to recover from the logging era that ended in the early 1900s. Today, a mixture of northern hardwoods and lowland conifers can be found amongst small patches of white pine. Moose have been reintroduced here and are seen occasionally. Other animals include black bears, pine martens, and otters.

The Huron, Dead, Peshekee, and the Yellow Dog Rivers have part of their headwaters within the Wilderness area. Eighteen small lakes provide a home to small populations of trout, pike, and bass. The three-mile White Deer Lake Trail connects County Road 607 to White Deer Lake where the McCormick estate once stood. Unmaintained trails can be found occasionally, but the rest of the Wilderness is fairly rugged, isolated, unspoiled, and difficult to access.

Michigan Islands Wilderness

The Michigan Islands Wilderness (12 acres) consists of Pismire, Scarecrow, and Shoe Islands - three of the eight islands established as the Michigan Islands National Wildlife Refuge on Lakes Huron and Michigan. Scarecrow Island is the largest of the three Wilderness islands. Submerged limestone shoals located offshore protect a shoreline of predominantly rock. Several colonial bird species nest on these islands in significant numbers including great blue heron, black-crowned night-heron, herring gull, and ring-billed gull. Dead green ash trees are the main vegetation. The death of the ash has been blamed on the use by cormorants. Public visitation is prohibited in order to protect nesting birds.

Nordhouse Dunes Wilderness

With the Michigan Wilderness Act of 1987, the federal government declared the Nordhouse Dunes (3,271 acres) area of the Manistee National Forest as Wilderness. Most of the present dunes date back between 3,500 and 4,000 years. Unlike the vegetation at most dunes, Nordhouse Dunes are home to woody patches of juniper, stunted jack pine, small stands of northern hardwoods, and dune marshes with wetland species such as hemlock and larch. The Wilderness includes a trail system of about 14.5 miles.

Rock River Canyon Wilderness

Congress designated the Rock River Canyon Wilderness (4,722 acres) in 1987. Remote waterways, Rock River and Silver Creek, flow through canyons with depths of more than 150 feet. Second-growth northern hardwoods can be seen, alongside stumps from logging that stripped the area by the end of the 1930s. In spring, Rock River plunges 15 feet over Rock River Falls into a pool, and then pours into Ginpole Lake, a secluded 13-acre body of water bordered by canyon walls. The elevated waters offer anglers the opportunity to catch rainbow trout, brown trout, brook trout, and northern pike.

Round Island Wilderness

Round Island Wilderness (375 acres) is located in the Straits of Mackinac east of the Mackinac Bridge between Michigan's lower and upper peninsulas. The Island is only accessible by boat. The vegetation of the Island represents three distinct ecological communities: beach and marshy shore, conifer forest, and hardwood forest. All of Round Island has been designated Wilderness except one acre on the northern tip where a lighthouse stands. There has been no logging on the Island since the early 20th century. There are no docks, roads, or developed hiking trails on the Island. You may see whitetail deer, raccoon, red squirrel, fox, rabbit, and an occasional black bear on the Island.

Seney Wilderness

The Seney Wilderness (25,150 acres) is part of the 95,238 acre Seney National Wildlife Refuge. Much of the refuge is carefully managed to provide habitat for a diversity of wildlife. The western one-third of the Refuge, which encompasses the Wilderness Area, contains no roads or man-made structures. Here you may see bald eagle, gray wolf, moose, black bear, coyote, bobcat, marten, fisher, otter, beaver and many more unique wildlife species. In addition to waterfowl, birds in the Wilderness area include the yellow rail, sandhill crane, spruce grouse and a variety of songbirds.

Sleeping Bear Dunes Wilderness

Congress designated the Sleeping Bear Dunes Wilderness (32,556 acres) in 2014. Sleeping Bear Dunes was founded under the 1970 Establishment Act that set aside the Lakeshore for preservation of natural resources and for public use. These dunes are located atop the lofty points of glacial deposits and reach up to 400 feet above Lake Michigan. Hiking can take place on the Dunes Trail to Lake Michigan. While only a 3.5 miles round trip, the trail is all sand. The Lakeshore is long and narrow, but still contains several northern hardwood and conifer forest types, abandoned farm site meadows, wetlands, lakes, streams, bogs, and glacially-caused landforms.

Sturgeon River Gorge Wilderness

The scenic Sturgeon River flows through this Wilderness (16,744 acres), drops over a 20-foot outcrop of volcanic rock at Sturgeon Falls, and through a ravine that reaches 300 feet in depth and a mile in width. Views are possible from the eastern rim of the gorge. Aside from a few naturally exposed slopes, most of the land is forested with pine, hemlock, aspen, sugar maple, birch, and basswood. Animals found here include deer, bears, minks, otters, and foxes. Woodcocks and ruffed grouse are common, and bald eagles and ospreys can be seen nesting on occasion. Sturgeon River Campground offers nine sites on

the southeastern boundary. In spring and during peak runoff, kayaking and white-water canoeing are challenging, and only recommended for advanced paddlers.

Sylvania Wilderness

The Sylvania Wilderness (18,327 acres) is located on the divide between the drainages of Lake Superior and the Mississippi River. The Wilderness is highlighted by rolling hills covered in trees dating back as much as 400 years - ancient white pines, red pines, hemlocks, yellow birches, basswoods, and sugar maples. Sylvania contains 35 lakes, almost all of which are landlocked, filled by springs and precipitation. The forest provides habitat to a diverse set of wildlife including deer, bears, raccoons, skunks, beavers, and porcupines. These animals thrive in the forest along with a variety of woodland and water-dwelling birds.

Fishing regulations protect this unusual lake habitat. Only artificial lures may be used, and all bass must be released. Unlike most designated Wildernesses, Sylvania has 50 established campsites in 29 locations bordering its lakes. A well-maintained trail system provides access to the area. Sylvania draws about 25,000 visitors each year.



Elizabeth Bjorn <controller@houghtoncounty.net>

Fw: Campground in Houghton

1 message

Derek Bradway <derekbradway@hotmail.com>
To: "controller@houghtoncounty.net" <controller@houghtoncounty.net>

Thu, Mar 10, 2022 at 3:46 PM

Good afternoon Elizabeth,

It was good to meet. I enjoyed our chat.

I've been going around and around with the State for a permit to build this campground portion of the Keweenaw Waters Resort. Karen Beauchamp, the person in charge of issuing the permit, has deferred to WUPHD and DHHS to feed her information on stamp sand. It has been months.

Below is my email today to Karen. For your read and understanding. Attached is a synopsis, handy for the Commissioners.

Thanks so much,

Derek Bradway

906-370-4008

www.HoughtonForRent.com

From: Derek Bradway <derekbradway@hotmail.com>
Sent: Thursday, March 10, 2022 3:26 PM
To: BEAUCHAMPK1@michigan.gov <BEAUCHAMPK1@michigan.gov>
Cc: HoehJ@Michigan.gov <HoehJ@Michigan.gov>
Subject: Campground in Houghton

Good afternoon, Karen,

Thank you for talking with me this morning regarding the campground project in Houghton. I do appreciate it.

As I mentioned, the site is cleared by the EPA and EGLE for development, without any restrictions of use. If you recall, both Tanya Rule of WUPHD and Bill Farrell of DHHS repeatedly made statements as to the contamination of the site, which is not true and in defiance of a mountain of data, during our Zoom meeting on January 11. I have the recorded and transcribed meeting. Now, these folks are in charge of determining the fitness of the land for camping. This was never agreed to. Kate Beer of WUPHD self-proclaimed this role.

They have shown their bias.

In fact, as recently as March 8, Tanya Rule said in an email which I have, *"All permitting for the proposed campground is currently on hold pending a public health exposure review that is ongoing*

with MDHSS, which is required due to the proximity to the EPA Superfund Site - Michigan Smelter and the potential for harmful contaminants."

She knows this is not correct. There is no required public health exposure review. The site is not considered an active EPA Superfund; it has been delisted. There are no potential harmful contaminants. The land is ready to redevelop. The only role EPA has, in conjunction with EGLE, is a 5-year monitoring program to ensure the protective cover is maintained.

This rhetoric only serves to poison the process and mislead people to a false understanding. It is not honest. It is not ethical. She is using her position of authority to abuse me, this development, and the people of Houghton.

Attached is a summary of work and results of EPA and DEQ performed and the State of MI law.

It is very clear and straight forward. Thank you for taking the time to read it over. I hope you find it provides all of the information you need to process the construction permit.

Thanks so much,
Derek Bradway
906-370-4008

2 attachments

 **EPA superfund health & environment.pdf**
2979K

 **Bradway Enterprises Overall Site Plan W-Aerial 1-5-2022.pdf**
1667K



CAN A CAMPGROUND BE
CONSTRUCTED ON THE MICHIGAN
SMELTER STAMP SANDS?
IT IS SAFE?

YES

ABSOLUTELY

WITHOUT A DOUBT

TORCH LAKE

HOUGHTON COUNTY, MI

Health & Environment

On this page:

- [What Are the Risks at the Site?](#)
- [Contaminant Information](#)
- [Performance Measures](#)

What Are the Risks at the Site?

Risks and pathways addressed by the cleanup include health risks from people ingesting or touching contaminants in the mill tailings, sediments and soil, groundwater and surface water.

The site's primary threat is its impact on the ecosystem. The most significant ecological impact is the severe degradation of the benthic (bottom-dwelling) organisms in Torch Lake and other area water bodies as a result of the metal loadings from the mine wastes. The Michigan Department of Public Health issued a fish consumption advisory for Torch Lake due to the presence of PCBs and mercury in fish tissue. However, there is no information indicating that this contamination is specifically related to the Torch Lake site.

Contaminant Information

[View a full list of contaminants of concern for this site.](#)

Performance Measures

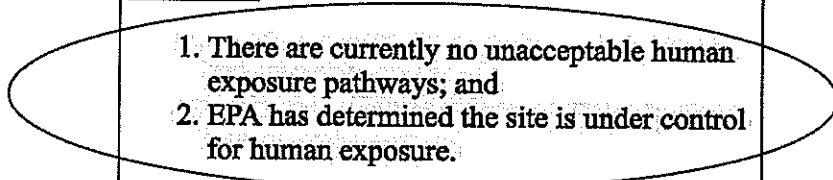
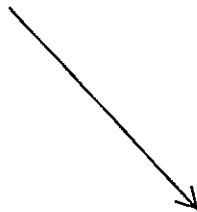
EPA uses performance measures to track environmental results at Superfund sites. If you have any questions or concerns about the measures at this site, please contact the site team members listed under [Site Contacts](#).

Read more about [Superfund Remedial Performance Measures](#).

Performance Measure	Status at this Superfund Site	What does this mean?
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Performance Measure	Status at this Superfund Site	What does this mean?
<div data-bbox="316 640 454 808" style="border: 1px solid black; padding: 2px;">Human Exposure Under Control</div>	<u>Yes</u>	<p>Yes means assessments indicate that across the entire site:</p> <ol style="list-style-type: none"> 1. There are currently no unacceptable human exposure pathways; and 2. EPA has determined the site is under control for human exposure. <p>No means an unsafe level of contamination has been detected at the site and a reasonable expectation exists that people could be exposed.</p> <p>Insufficient data means that, due to uncertainty regarding exposures, one cannot draw conclusions as to whether human exposures are controlled, typically because:</p> <ol style="list-style-type: none"> 1. Response to the contamination has not begun; or 2. The response has begun, but it has not yet generated information sufficiently reliable to evaluate whether there are currently any unacceptable human exposure pathways at the site.
<div data-bbox="316 1428 479 1585" style="border: 1px solid black; padding: 2px;">Groundwater Migration Under Control</div>	<u>Yes</u>	<p>Yes means EPA reviewed all information on known and reasonably expected groundwater contamination. EPA concluded the migration of contaminated groundwater is stabilized and there is no unacceptable discharge to surface water. EPA will conduct monitoring to confirm that affected groundwater remains in the original area of contamination.</p> <p>No means EPA has reviewed all information on known and reasonably expected groundwater contamination, and the migration of contaminated groundwater is not stabilized.</p> <p>Insufficient data means that due to uncertainty regarding contaminated groundwater migration, EPA cannot draw conclusions as to whether the migration of contaminated groundwater is stabilized.</p>

NOTE: No uncertainty. No wondering. No guessing. No more testing needed. We know the site is safe. There is sufficient data, not insufficient.



Performance Measure	Status at this Superfund Site	What does this mean?
Construction Complete	<u>Yes</u>	<p>Yes means the physical construction of the cleanup is complete for the entire site.</p> <p>No means either physical construction is not complete or actions are still needed to address contamination.</p>
Sitewide Ready for Anticipated Use	No	<p>Yes means:</p> <ol style="list-style-type: none"> 1. All cleanup goals affecting current and reasonably anticipated future land uses of the entire site have been achieved, so there are no unacceptable risks; 2. All required land-use restrictions or other controls have been put in place; and 3. The site has achieved Construction Complete status. <p>No means that one or more of these three criteria have not been met. However, a site listed as no may still have redevelopment occurring on portions of the site and additional redevelopment may be possible.</p> <p><i>Important Note: Sitewide Ready for Anticipated Use (SWRAU) is an internal performance measure and is not a reporting of site-specific risk. The determination that a site is SWRAU is based on the information available at the time the determination is made. That determination may revert if site conditions change, or if new or additional information is discovered regarding the contamination at the site.</i></p>

MARCH 10, 2022

TORCH LAKE HOUGHTON COUNTY, MI

Redevelopment

On this page:

- [About the Superfund Redevelopment Initiative](#)
- [Redevelopment at the Site](#)
- [Economic Activity at the Site](#)
- [Activity and Use Limitations](#)

About the Superfund Redevelopment Initiative

This nationally coordinated effort provides EPA and its partners with a process to return Superfund sites to productive use. Learn more at [Superfund Redevelopment Initiative](#).

Redevelopment at the Site

The 2,700-acre Torch Lake Superfund site is located on Michigan's Keweenaw Peninsula, within the Torch Lake Area of Concern. The site includes lakes, ponds, waterways and tailing piles. From the 1890s until 1969, copper mining activities included the deposition of mine wastes into the surrounding surface water and soil, resulting in groundwater, surface water and soil contamination. In 1986, EPA added the site to the Superfund program's National Priorities List (NPL). EPA's cleanup activities included construction of a cap, slag removal activities and habitat restoration. EPA deleted portions of the site in 2002, 2004, 2012 and 2013 as site cleanup goals have been met. EPA continues to provide oversight for State of Michigan and local community site monitoring efforts. Local municipalities continue to operate well fields and sewage lagoons on site. Habitat restoration activities on Torch Lake's Gull Island included the construction of a recreation area with nature trails and a campground, and a unique outreach and monitoring program that introduces local high school students to biodiversity and soil fertility studies. Residential redevelopment on the Hubbell/Tamarck City portion of the site is underway. Redevelopment has resulted in several residential developments on site, including the communities of Isle-Royale, Dollar Bay, Mason Sands and Point Mills. A 2008 reuse plan outlined plans for a 25-acre portion of the site known as Quincy Smelter, which is located within the Keweenaw National Historical Park, to be recognized as part of the Quincy Mining Company National Historic Landmark (NHL). The reuse plan includes extending the landmark's historical tour and establishing a waterfront recreational area for fishing and picnicking.

Nature trails
and a
CAMPGROUND!

business
homes
national park
waterfront
picnics

NO RESTRICTIONS ON THE TYPE OF USE.

Economic Activity at the Site

As of December 2020, EPA had data on 4 on-site businesses. These businesses employed 13 people and generated an estimated \$5,000 in annual sales revenue. [View additional information about redevelopment economics at Superfund sites.](#)

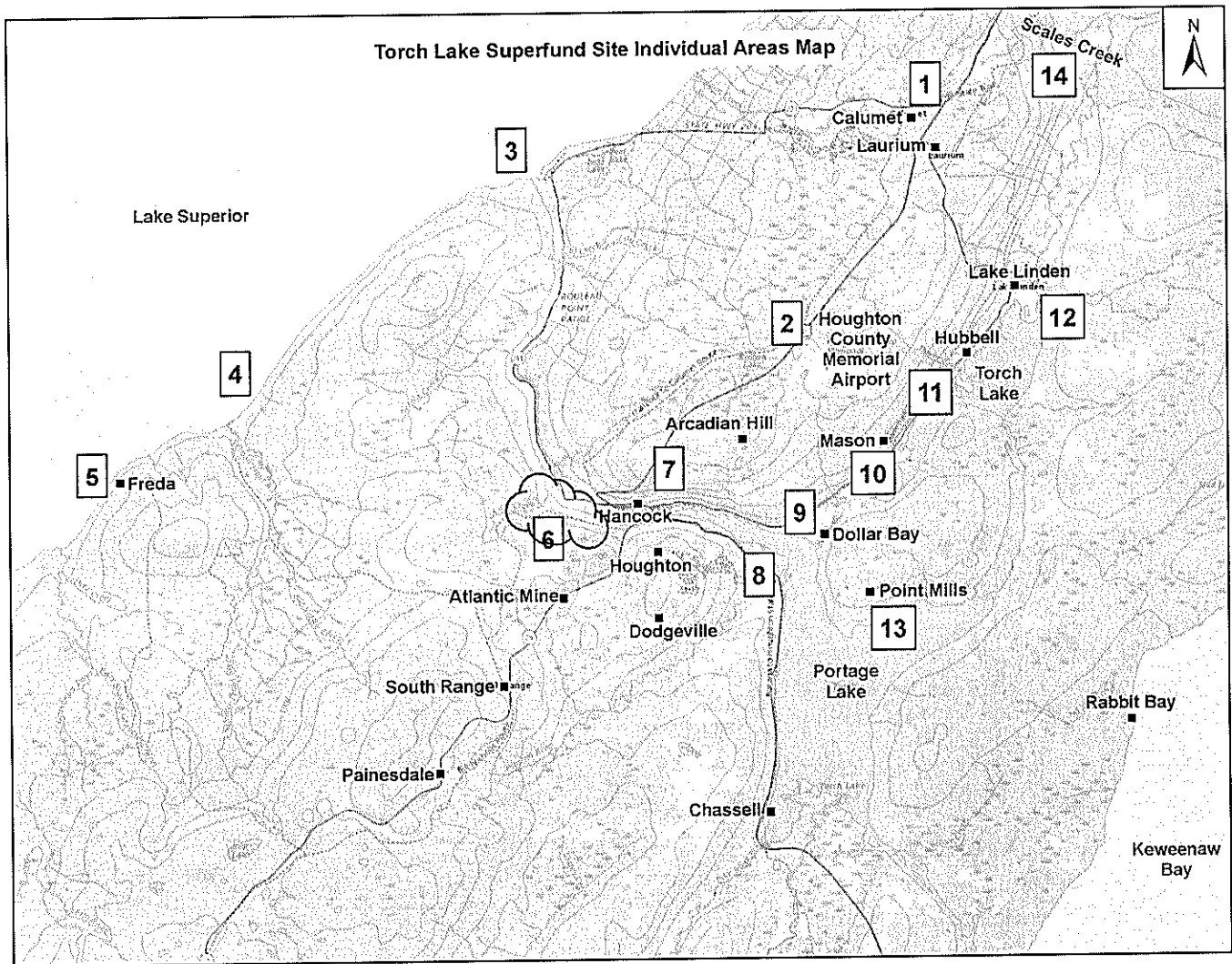
Activity and Use Limitations

At this site, activity and use limitations that EPA calls institutional controls are in place. Institutional controls play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use. They also guide human behavior. For instance, zoning restrictions prevent land uses – such as residential uses – that are not consistent with the level of cleanup. For more background, see [Institutional Controls](#).

[Fact Sheet - EPA Requesting Property Owners to Add Deed Restrictions \(PDF\)](#) (1 pp, 1.38 MB, [About PDF](#))

MARCH 10, 2022

The level of clean up allows for all uses as long as the institutional control is maintained. This is the one, and only, restrictive covenant. The cover over the stamp sands must be kept. That's it. Nothing else. No other measures, tests, requirements, or limitations.



Superfund Area Number	Area Name	Operable Unit	Year Cleanup Complete	Removed from National Priorities List?
1	Calumet Lake	3	2003	Yes – 2013
2	Boston Pond	3	2003	No (Planned)
3	North Entry	3	2005	No (Planned)
4	Redridge	3	No cleanup	Not Applicable
5	Freda	3	No cleanup	Not Applicable
6	Michigan Smelter	3	2003	Yes – 2012
7	Quincy Smelter	3	2005	Yes – 2013
8	Isle Royale Sands	3	2004	Yes – 2012
9	Dollar Bay	3	2002	No (Planned)
10	Mason Sands	1	2002	Yes – 2012
11	Hubbell/Tamarack City	1	2000	Yes – 2004
12	Lake Linden Sands	1	1999	Yes – 2002
13	Point Mills	3	2002	No (Planned)
14	Scales Creek	3	2005	No (Planned)

*Note: Redridge and Freda are currently excluded from cleanup because their locations are along the shore of Lake Superior, where pounding waves, water currents and weather conditions will likely destroy any remedial action. EPA believes that it is technically impracticable to implement the chosen cleanup plan at these locations.

HERE IS THE ONLY RESTRICTION
PLACED ON THE LAND.

APPENDIX C

DECLARATION OF RESTRICTIVE COVENANTS

677

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,
J.R.G. Development Ltd., Inc., as owner of the premises described herein, well
seized of the same, as a good and indefeasible estate in fee
simple, hereby declares that the following described premises:

[provide legal description of property in question]

SEE ATTACHED EXHIBIT A

shall hereby be subject to the following restrictive covenants:

(1) The owner and/or occupant of the above-described
premises covenants that if during the process of any development,
building, construction or other activity on the above-described
property, undertaken by or with the consent of the owner of the
property, the cover is disturbed so that upon the completion of
the development, construction, building or other activity,
stampsands are exposed to the air, the owner of the property
shall cover the exposed stampsands in the manner described in the
United States Environmental Protection Agency's September 30,
1992 Record of Decision for the Torch Lake Superfund Site and
further shall re-vegetate the re-covered area.

Said covenants shall run with the land, shall be
binding upon any and all successors in interest, and all
assignees, lessees, sublessees, operators, tenants, licensees and
agents, and any and all persons who acquire any interest in the
property, and shall be for the benefit of _____, the United
States Environmental Protection Agency, and their successors and
assigns, each of whom shall be privileged to enforce these
covenants by appropriate action in a court of competent
jurisdiction.

Dated 3/25/95

J.R.G. Development Ltd., Inc.

By: Gerald David Jukuri

Gerald David Jukuri, Vice President

WITNESSES

Robert J. Vetter
Signature

Paul J. ...
Signature

Robert John Parranen
Name-Please Print

Paul Tomasi
Name - Please Print

678

Gerald David Zukari
Signature

Gerald David Zukari
Name-Please Print

STATE OF MICHIGAN)
) SS:
COUNTY OF HOUGHTON)

Subscribed to and sworn before me this the 25th day of
March, 1945

Robert John Parranen
Notary Public

ROBERT JOHN PARRANEN
Notary Public, Houghton County, MI
My Commission Expires July 14, 1946

My commission expires _____

EXHIBIT A TO DECLARATION OF RESTRICTIVE COVENANTSParcel 1

Section 33, T55N, R34W, Adams Township, Houghton County, Michigan, Government Lot 1 lying North of County Road 554, Except commencing at the North 1/4 corner; thence South 320 feet to P.O.B.; thence Southeasterly 90.18 feet; thence Northeasterly 569.59 feet; thence North 202.57 feet; thence Southeasterly 410.48 feet to South right of way of Canal Road; thence Southeasterly along Canal Road 888 feet more or less; thence South 676 feet to South line of Government Lot 1; thence Southwesterly 1692 feet to the West line of Government Lot 1; thence North 980.78 feet to P.O.B.

Parcel 2

Section 34, T55N, R34W, Adams Township, Houghton County, Michigan, Government Lot 3 lying North of County Road 554, also West 121.90 feet of Government Lot 4 lying North of County Road 554.

Parcel 3

Section 28, T55N, R34W, Stanton Township, Houghton County, Michigan, part of Government Lot 4, commencing North 00°34'31" West 35.08 feet from South 1/2 Corner; thence North 00°34'31" West 1252.70 feet; thence South 89°33'12" East 102.60 feet; thence South 89°35'56" East 151.39 feet to shore; thence South 46°13'52" East 804.26 feet; thence South 55°13'38" East 1279.14 feet; thence West 713.78 feet; thence North 46°48'32" West 766.52 feet; thence South 43°09'07" West 66 feet; thence South 01°45'30" East 57.69 feet; thence South 08°31'32" West 141.99 feet; thence South 10°03'39" West 69.72 feet; thence South 71°33'12" West 552.04 feet to P.O.B.

680

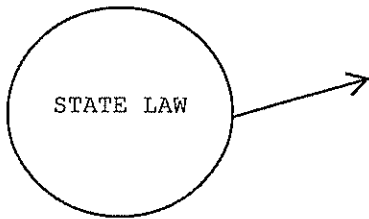
U. M. J. J. M.
(1000000)

//

REGISTER'S OFFICE
 Houghton County, Mich.
 Received for record the
 of A. D. 19... at ...
 o'clock, P. M. and recorded in Vol. ...
 of Page

 Registrar

1. **Reiteration of EPA 40 CFR Part 300- Basis of Deletion** [EPA-HQ-SFUND-1986-0005; FRR-9743-1]
 - a. Per Federal Register Volume 77, Number 205 (Tuesday, October 23, 2012) Rules and Regulations – the direct final rule of the Environmental protection Agency:
 - i. “is publishing a Direct Final Notice of Deletion of the Isle Royale Tailings and **Michigan Smelter Tailing parcels of Operable Unit 3 (OU3)**, and the Mason Sands Tailings parcel of Operable Unit 1 (OU1) of the Torch Lake Superfund Site (Site), located in Houghton County, Michigan from the National Priorities List (NPL).” for under in which:
 - ii. “the concurrence of the State of Michigan through the Michigan Department of Environmental Quality (MDEQ), because EPA has determined that all appropriate response actions under CERCLA at these identified parcels have been completed.”
 - iii. Further, per Section II. **NPL Deletion Criteria, pertinent to 40 CFR 300.425 (e)** the EPA will consider, in “consultation with the state, whether any of the following criteria have been met:
 - i. Responsible parties or other persons have implemented all appropriate response actions required;
 - ii. All appropriate Fund-financed response under CERCLA has been implemented, and no further response action by responsible parties is appropriate; or
 - iv. The remedial investigation has shown that the release poses no significant threat to public health or the environment and, therefore, the taking of remedial measures is not appropriate.
2. Classification of **Stamp Sands: Not Hazardous Substance**
 - i. **Senate Bill 872 (as Enacted) of Public Act 258 of 2014 (Completed 7-28-15)**
 CONTENT: The bill amended Part 201 (Environmental Remediation) of the Natural Resources and Environmental Protection Act (NREPA) to exclude stamp sands from the definition of "hazardous substance", and provide that property where stamp sands are deposited is not subject to regulation under Part 201, unless excessive hazardous substances also are present.
3. Using the SOM “Abandoned Mining Wastes Project” software, the Michigan smelter area has ZERO points registered on the map. This website supposedly shows all the areas of sampling, and the analytical data can be viewed. That being said, I am not seeing anything on your property. Feel free to check it out:
 - a. <https://gis.westoncloud.net/MDEQ/#/-88.5883/47.1308/14>



Those who insist calling and treating stamp sand as a hazardous substance, are in violation of State law.



Senate Fiscal Agency
P. O. Box 30036
Lansing, Michigan 48909-7536

BILL  ANALYSIS

Telephone: (517) 373-5363
Fax: (517) 373-1986

Senate Bill 872 (as enacted)
Sponsor: Senator Tom Casperson
Senate Committee: Natural Resources, Environment and Great Lakes
House Committee: Natural Resources

PUBLIC ACT 258 of 2014

Date Completed: 7-28-15

CONTENT

The bill amended Part 201 (Environmental Remediation) of the Natural Resources and Environmental Protection Act (NREPA) to exclude stamp sands from the definition of "hazardous substance", and provide that property where stamp sands are deposited is not subject to regulation under Part 201, unless excessive hazardous substances also are present.

The bill defines "stamp sands" as finely grained crushed rock resulting from mining, milling, or smelting of copper ore. The term includes native substances contained within, and any ancillary material associated with, the crushed rock.

Part 201 provides for the cleanup of property that has been contaminated by the release of hazardous substances, and prescribes criteria to establish liability for the cost of response activities on such property. The Department of Environmental Quality (DEQ) may establish cleanup criteria and approve of remedial actions in the categories of residential, nonresidential, limited residential, and limited nonresidential, depending on the intended use of the property. Alternatively, in some cases, the DEQ may allow the use of site-specific cleanup criteria.

Subject to a number of exceptions, "hazardous substance" means any of the following:

- Any substance that the DEQ demonstrates, on a case by case basis, poses an unacceptable risk to the public health, safety, or welfare or the environment, considering the fate of the material, dose-response, toxicity, or adverse impact on natural resources.
- A hazardous substance as defined in the Comprehensive Environmental Response, Compensation, and Liability Act.
- Hazardous waste as defined in Part 111 (Hazardous Waste Management) of NREPA.
- Petroleum as described as a regulated substance in Section 21303 (which defines "regulated substance" in Part 213 (Leaking Underground Storage Tanks) of NREPA).

The bill excludes stamp sands from this definition of "hazardous substance".

The bill also specifies that property where stamp sands have been deposited is not subject to regulation under Part 201 unless the property otherwise contains hazardous substances in excess of the concentrations that satisfy cleanup criteria for unrestricted residential use.

The bill took effect on March 31, 2015.

MCL 324.20101 & 324.20101c

Legislative Analyst: Julie Cassidy
Suzanne Lowe

**MASTER ENGAGEMENT AGREEMENT
BY AND BETWEEN
MGT OF AMERICA CONSULTING, LLC
AND
HOUGHTON COUNTY, MICHIGAN**

THIS MASTER ENGAGEMENT AGREEMENT hereinafter referred to as the (“Agreement”), made and entered into as of ____ day of _____, 2022 hereinafter referred to as the (“Effective Date”), by and between **MGT of America Consulting, LLC**, with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, hereinafter referred to as (“MGT”), and the Houghton County, Michigan, hereinafter referred to as (“County” and/or “Client”), sets forth the parties’ understanding pursuant to which MGT shall be engaged by Client.

I. SCOPE OF SERVICES

The Scope of Services of MGT’s services hereunder (the “Services”) shall be set out in ANNEX No. 1 to this Agreement. Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the services to be performed by MGT, key MGT staff members assigned to assist in the performance of such Services and the payment terms for such Services, as well as any other details specified by the parties. Should the Services as described in any Annex change in any material way, an adjustment to MGT’s fees and promised delivery dates for such Services may be required. MGT undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

II. STAFFING

Bret Schlyer shall serve as Executive-in-Charge and point of contact for MGT under this Agreement. MGT shall assign staff members to virtually perform all Services. Should any of the employees be unable to perform the Services, MGT may substitute another similarly qualified staff member. MGT may, from time to time and in its discretion, augment the listed staff as needed to perform the Services. All tasks are to be completed virtually, unless Client and MGT mutually agree to add in-person work for an additional fee (to be determined). Any requests for in-person work must be made in writing and must be approved by MGT and incorporated as an amendment and/or annex to this Agreement.

III. FEES AND DISBURSEMENTS

MGT proposes a total cost of Seven Thousand Seven Hundred Dollars (\$7,700) for the Services outlined in ANNEX NO. 1. This all-inclusive fee for professional services is to be billed after delivery of each final Cost Allocation Plan to the Client.

All invoices submitted by MGT to Client shall be due and payable upon receipt. MGT reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days.

IV. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall continue for a period of 3 years hereinafter referred to as the ("Initial Term"), unless otherwise terminated, expiring on January 31, 2025, hereinafter referred to as the ("Expiration Date"). At Client's option and approved by MGT, the contract may be renewed for 2 additional 1-year periods. The Client will notify MGT of their intention to exercise this option, at which time compensation and scope can be determined and agreed upon by both Parties. Either party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice to the other party (the "Termination Date"). In the event that this Agreement is so terminated in advance of its scheduled completion, Client shall pay to MGT, upon receipt of an invoice, any and all proper charges earned and/or incurred by MGT in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify MGT as provided in Section V(3) below.

V. GENERAL PROVISIONS

1) Modification, Cancellation or Suspension of Work

Upon consultation with MGT, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex, and, in such event, MGT shall immediately take proper steps to carry out such instructions. In the event Client elects to modify the scope, an adjustment to the Annex Compensation may be necessary, and MGT will advise Client of any changes to Compensation.

2) Delay

If during the term, Client causes delay resulting from Client's (i) failure to provide requested information on a timely basis, (ii) providing of inaccurate, incorrect or false information, (iii) Client's failure to provide access to appropriate personnel if required by the Annex Scope, or (iv) delay due to Client rescheduling Annex Scope; and such delay causes MGT any or all of (i) duplicate work efforts, (ii) corrective work efforts, or (iii) more than 7 days of idle time, MGT reserves the right to charge additional fees on either or both of (i) hourly rate (ii) and material costs.

3) General Indemnification

Client shall fully defend, indemnify and hold harmless MGT and its officers, directors, employees, agents, representatives or successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, actions or causes of actions and any and all liabilities, costs and expenses (including but not limited to attorney's fees and expenses, incurred in the defense of an Indemnified Party, including costs of appeal) damage or loss in connection therewith, what may be asserted by the Customer, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with the Customer's performance of the Services under this Agreement or Statement of Work, regardless of whether such claims, demands, actions, causes of action or liability are or alleged to have been caused by in part or contributed to by the negligence, fault, or strict liability of any Indemnified Party.

MGT's indemnity obligation under this Paragraph is contingent upon the MGT seeking indemnity ("Indemnitee") to (i) promptly notify the Customer ("Indemnitor") of each claim; provided, however, that the Indemnitee's failure to give prompt notice to the Indemnitor of any such claim shall not relieve the Indemnitor of any obligation under this Paragraph except and to the extent that such failure materially prejudices the Indemnitor's ability to defend against such claim; (ii) provide the Indemnitor with sole control over the defense and/or settlement thereof provided however, that Indemnitor shall not settle any claim that includes an admission of wrongdoing by the Indemnitee or otherwise adversely affects Indemnitee's interests without its prior consent; and (iii) at the Indemnitor's request and expense, provide full information and reasonable assistance to the Indemnitor with respect to such claim.

4) Confidentiality

MGT shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to MGT by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by MGT from Client, or any of its affiliated companies, or created in the course of this Agreement.

MGT shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that MGT shall have the right to disclose Client's name and the general nature of MGT's work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that MGT can show that the relevant information:

- a) was at the time of receipt already in MGT's possession;
- b) is, or becomes in the future, public knowledge through no fault or omission of MGT;
- c) was received from a third-party having the right to disclose it; or
- d) is required to be disclosed by law.

5) Non-Solicitation

During the term of this Agreement, and for a period of two (2) years after the Termination thereof, neither party shall directly or indirectly solicit for employment any person or persons currently employed, or who were employed in the last twelve (12) months, by the other unless (a) the other party has given its prior written consent, or (b) the employee has terminated his or her position, or (c) notice of termination given to the employee. Direct solicitation does not include advertisements published in the general media and, except to the extent that an individual was specifically encouraged to respond to such advertisements, nothing in this clause restricts an individual employee's right to seek employment with the other party to perform work unrelated to this Agreement.

6) Risk

Any analysis, projections, forecasts, or conclusions of Project relies on the accuracy of information provided by Client as well as near-term and long-term assumptions influenced by factors outside of MGT's control and for which may adversely impact Client. Changes such as Client's financial health, as well as state, local, and global economic conditions, may impact the Client, accuracy of projections and or feasibility of services. Additional risks to the Client include but are not limited to changes to demand, competition, regulatory changes, as well as Acts of Disaster.

7) Force Majeure

Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

8) Exclusion of Liability caused by Political or Regulatory Decisions

While Client has engaged MGT to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect Client's business, and while MGT has agreed to provide such assistance, MGT cannot be held responsible for and cannot be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

9) Governing Law, Submission to Jurisdiction and Consent to Suit

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF MICHIGAN) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY,

CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. CLIENT SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT WITHIN STATE OF MICHIGAN AND CLIENT HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

10) Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between Client and MGT arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

11) Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or

transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

12) Non-Discrimination/Equal Employment Practices

Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state or local laws. During the performance of this Agreement, neither party or their employees, agents or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, or physical disability, or any other classifications protected by local, state or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

13) Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

14) Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

15) Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

16) Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

17) Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save

such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Master Engagement Agreement as of the date first above written.

AGREED TO AND ACCEPTED:

MGT OF AMERICA CONSULTING, LLC

HOUGHTON COUNTY, MICHIGAN

Signed: _____

Signed: _____

By: _____

By: _____

Title: _____

Title: _____

FEIN: 81-0890071

FEIN: _____

**ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT
DATED AS OF March 7, 2022**

This ANNEX No. 1 hereinafter referred to as (“Annex”) to the Master Engagement Agreement, hereinafter referred to as the (“Agreement”), by and between MGT of America Consulting, LLC (“MGT”), and Houghton County, Michigan hereinafter referred to as (“Client”), sets forth the parties’ understanding pursuant to which MGT shall provide the below-specified Services to Client.

I. SCOPE OF WORK

MGT has been engaged by Client to

Proposed Scope of Services

- A Countywide 2 CFR Part 200 central services cost allocation plan based on actual costs for fiscal year 2021, 2022 and 2023.
- Negotiation of the cost allocation plan with representatives of the federal cognizant agency and/or the State, as required.
- Explain calculation methods and assumptions used in the indirect cost allocation plan. This explanation may be written or verbal as requested by the Client.
- Provide recommendations on methods to enhance indirect cost revenues.
- Assistance with the preparation of initial claims to recover costs due from the State and monitor the claims progress to ensure recoveries occur.



Elizabeth Bjorn <controller@houghtoncounty.net>

Life Insurance Renewal Options

Bonnie Nelson <bnelson@44n.com>

To: Elizabeth Bjorn <controller@houghtoncounty.net>, Becky Ylitalo <becky@cmxairport.com>

Cc: Vincent Babcock <vbabcock@44n.com>, Ryan Whitley <RWhitley@44n.com>, Lesley Seelig <lseelig@44n.com>

Wed, Feb 23, 2022 at 9:55 AM

Hello Elizabeth,

Attached you will find the Life Insurance Renewal quote for your group. We have reviewed all of the carriers listed on this quote, your current carrier, Mutual Of Omaha is showing a major increase to your plan as of April 2022. We have secured rates from One America that are actually less than your current rates while also including a 2 year rate guarantee. Overall showing approximately \$17,500 in saving for the County.

Please let me know if would like to discuss the details of quote in more detail. If you would like to move forward with a change in provider, we will need to get the process started within the next week and a half to secure a 4/1/2022 effective date.

Let me know what direction you would like to go and we will make it happen.

Talk to you soon.

Bonnie



Bonnie Nelson, Service Coordinator |44North

620 S. Lake Street, P.O. Box 747|Marquette, MI 49855

Phone (855) 269-7620 x 8138|Fax (855) 579-5044

Visit our website at <http://44n.com>

[Click here to check out our E-Book!](#)

"I always like to look on the optimistic side of life, but I am realistic enough to know that life is a complex matter." – **Walt Disney**



We are constantly striving to provide the ideal experience for our clients. How did we do? Let us know by leaving a review at Google!



[Click here to securely email us](#)

DISCLAIMER: IMPORTANT - This E-Mail is intended for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this E-mail is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that reading, disseminating, distributing or copying this communication is strictly PROHIBITED. If you have received this communication in error, please immediately notify 44North by e-mail and return the original message to us by e-mail. Thank You.

2 attachments

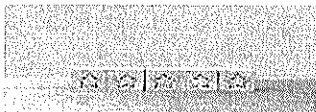


image002.jpg
8K

HC - Life Renewal 2022.xlsx
771K



Customer Name: Houghton County
 Group Number: G000BPZ9
 Renewal Date: 4/1/2022

Group Life/DI Options:	Current Plan	OneAmerica	Hartford	Guardian	The Standard	Dearborn National
Life	1 X Salary up to \$50,000 maximum	1 X Salary up to \$50,000 maximum	1 X Salary up to \$50,000 maximum	1 X Salary up to \$50,000 maximum	1 X Salary up to \$50,000 maximum	1 X Salary up to \$50,000 maximum
AD&D	1 X Salary up to \$50,000 maximum	1 X Salary up to \$50,000 maximum	1 X Salary up to \$50,000 maximum	1 X Salary up to \$50,000 maximum	1 X Salary up to \$50,000 maximum	1 X Salary up to \$50,000 maximum
Benefit Reduction	65% @ age 65; 40% @ 70; 25% @ 75	65% @ age 65; 40% @ 70; 25% @ 75	65% @ age 65; 40% @ 70; 25% @ 75	65% @ age 65; 40% @ 70; 25% @ 75	65% @ age 65; 40% @ 70; 25% @ 75	65% @ age 65; 40% @ 70; 25% @ 75
Notes:	Min hours for elected officials = 0	Min hours for elected officials = 0	Min hours for elected officials = 15*	Min hours for elected officials = 30	Min hours for elected officials = 30	Min hours for elected officials = 30
Notes:	1-year rates	2-year rates	2-year rates	2-year rates	3-year rates	2-year rates
MUTUAL OF OMAHA		ONEAMERICA	The Hartford ILLINOIS	Guardian	Dearborn National	Dearborn National
Disclosed to Quote: Lincoln Financial, New York Life, Reliance Standard, UNUM		Discounts available with sale of VLIFE	Discounts available with sale of VLIFE	Discounts available with sale of VLIFE	Discounts available with sale of VLIFE	Discounts available with sale of VLIFE
	Current Contract	Renewal Contract	Hartford	Guardian	The Standard	Dearborn National
Life/\$1,000	\$0.145	\$0.173	\$0.157	\$0.160	\$0.170	\$0.212
AD&D/\$1,000	\$0.036	\$0.036	\$0.023	\$0.036	\$0.036	\$0.036
Total Monthly Cost:	\$736.17	\$850.06	\$732.11	\$797.18	\$837.85	\$1,008.68
Total Annual Cost:	\$8,834.07	\$10,200.66	\$8,785.26	\$9,566.17	\$10,054.24	\$12,104.14
Cost Change From Current:		\$1,366.60	(\$48.81)	\$732.11	\$1,220.18	\$9,270.07

DISCLAIMERS -< Please read prior to making any decision >

- Rates do not include estimated federal and state taxes, fees and assessments.
- All carriers reserve the right to adjust rates if any of the assumptions or calculations used in the quoting process are incorrect. Final rates are determined by the underwriting carrier based on actual group enrollment and participation. This is only a brief summary of benefits, it is not a contract. Additional limitations and exclusions may apply. If there is a discrepancy between this document and any applicable plan document, the plan document will control.
- Census based on most current membership numbers available.
- Administrative fees may apply. Pre-existing conditions, participation rules, and medical underwriting rules may apply prior to final rates (not included above).
- Plan design above shows In-Network comparisons only. See specific plan benefit summary sheets for out of network.
- All benefit changes are subject to underwriting approval. Exceptions may apply with prior underwriting approval of union contract.
- Please allow a minimum of 45-60 days for a benefit change (varies based on carriers)
- This is not a binder of coverage, please do not cancel current coverage until final approval is given by new carrier.
- 44North is not responsible for typographical errors.

Original Date: 2.7.22 sd
 Modified Date: 2.21.22 sd



HOUGHTON COUNTY VETERANS SERVICE OFFICE
23810 Airpark Blvd, Suite 130
Calumet, MI 49913
(906) 482-0102

December 15, 2021

MEMORANDUM FOR Houghton County Board of Commissioners

SUBJECT: Reappointment of Glen Ekdahl to the Houghton County Veterans Affairs Board.

I request my appointment to the Houghton County Veterans Affairs Board ending on 12/31/2021 be renewed for another two years with a new expiration date of 12/31/2023.

Respectfully

Glen Ekdahl
Board Member
Houghton County Veterans Affairs Board



HOUGHTON COUNTY VETERANS SERVICE OFFICE

23810 Airpark Blvd, Suite 130
Calumet, MI 49913
(906) 482-0102

December 15, 2021

MEMORANDUM FOR Houghton County Board of Commissioners

SUBJECT: Reappointment of Eugene La Rochelle to the Houghton County Veterans Affairs Board.

I request my appointment to the Houghton County Veterans Affairs Board ending on 12/31/2021 be renewed for another two years with a new expiration date of 12/31/2023.

Respectfully

Eugene La Rochelle
Chairman
Houghton County Veterans Affairs Board



STATEMENT

Copper Country Community Mental Health
 901 W. Memorial Drive
 Houghton MI 49931

(906) 482-9400 Ext. 0114

Date:	2/28/2022
Account:	00052

Amount Paid:	
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HOUGHTON COUNTY TREASURER

 401 E HOUGHTON AVENUE
 HOUGHTON MI 49931

Payment Terms: NET 30

Deposits Received: \$0.00

Please return this portion with your payment

Document No.	Date	Code	Description	Amount	Balance
INV00000030000000133	12/28/2021	SLS	1/12th Appropriation	\$13,707.91	\$13,707.91
INV00000030000000134	1/28/2022	SLS	1/12th Appropriation	\$13,707.91	\$27,415.82
INV00000030000000135	2/28/2022	SLS	1/12th Appropriation	\$13,707.91	\$41,123.73
				Amount Due:	\$41,123.73

<u>Current</u>	<u>1-30 Days</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>Over 90 Days</u>
\$13,707.91	\$13,707.91	\$13,707.91	\$0.00	\$0.00

Codes: SLS = Sales / Invoices
 DR = Debit Memos

CR = Credit Memos
 RTN = Returns

PMT = Payments

WESTERN UPPER PENINSULA PLANNING & DEVELOPMENT REGION

January 27, 2022

INVOICE

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

Qty.	Description	Unit Price	Line Total
1	WUPPDR Member Contribution, Houghton County (WUPPDR FY 2021-22; 2 nd Qtr., Jan. 2022 – March 2022)	\$2,866.50	\$2,866.50
			\$2,866.50

Thank you for your business! Please send payment to:

Western Upper Peninsula Planning & Development Region

400 Quincy St 8th Floor, Hancock, MI 49930 | www.wuppdr.org
 p. 906.482.7205 x117 | mhyttinen@wuppdr.org

