ARTICLES OF INCORPORATION

OF THE

WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY

These Articles of Incorporation ("Articles") are adopted by the Constituent Members for the defined purposes set forth herein as allowed under the provisions of Act No. 179 of the Michigan Public Acts of 1947, being MCL 123.301, et. seq. ("Enabling Law"). The Effective Date of the Articles is February 27, 2019 ("Effective Date").

ARTICLE I

Legal Name

The name of this Authority shall be, for all legal purposes, Washtenaw Regional Resource Management Authority ("WRRMA"), with a principal place of business at 705 North Zeeb Road, Ann Arbor, Michigan 48103, County of Washtenaw, State of Michigan.

ARTICLE II

Constituent Members

The Constituent Members of WRRMA as of the Effective Date are:

TO BE INSERTED AFTER THE LOCAL REVIEW AND APPROVAL PROCESS IS COMPLETED.

All Constituent Members as of the Effective Date are located in the County of Washtenaw, State of Michigan.

ARTICLE III

Defined Purposes of WRRMA

The purposes of WRRMA are, as of the Effective Date of these Articles, limited to the purposes set forth herein. For purposes of these Articles, "materials management" shall mean the management, including the "collection", of municipal solid waste, organics, (including yard waste) and recyclables.

- Coordinate the materials management activities of the Constituent Members.
- Coordinate materials management promotional materials and related outreach activities for the Constituent Members.
- Ensure clear and consistent materials management activities/opportunities for all Constituent Members.
- Ensure that there are locations and resources to provide for efficient and effective materials management capabilities for all Constituent Members.

The following shall not be an authorized purpose of WRRMA as of the Effective Date of these Articles:

- The ownership or purchase of any real property and/or any facility used, in the past or the future, for the disposal of municipal solid waste, by permit or otherwise.

ARTICLE IV

Powers of WRRMA

WRRMA shall be a body corporate with the power to sue or to be sued in any Michigan Court subject to the then applicable and controlling laws on jurisdiction and venue. WRRMA shall be comprised of the physical territory situated within the boundaries of the Constituent Members. WRRMA shall possess all the powers granted

to it by these Articles, and all powers necessary to, and incidental to, carrying out the currently stated and defined purposes of WRRMA as set forth by these Articles. WRRMA shall have a corporate seal.

ARTICLE V

Definitions

As used herein, all words and phrases, unless specifically defined by law or MCL 123.311(12), shall have their plain meaning and shall be construed accordingly.

ARTICLE VI

Dissolution of WRRMA

(This provision is required under MCL 123.311(11))

WRRMA shall continue in existence until dissolved in accordance with the Enabling Law as set forth at MCL 123.311, including all definitions set forth at MCL 123.311(12).

For this Article VI, the definitions at MCL 123.311(12) shall apply as used herein and where applicable.

Unless it would cause an impairment of a WRRMA contract under MCL 123.306, WRRMA, as a "qualified authority" as defined at MCL 123.311(12)(K)), shall dissolve if the following requirements are met:

(a) The legislative bodies of 60% of the Constituent Members each adopt a resolution stating that WRRMA is no longer effectively serving the public good for which it was created and directing that WRRMA be dissolved pursuant to MCL 123.311(6)-(9); and

(b) The clerk (or equivalent) of each Constituent Member whose legislative body adopts a resolution under subdivision (1) above promptly files a certified copy of the resolution with WRRMA and the Secretary of State.

Within six (6) months after the requirements of MCL 123.311(6) are met, WRRMA shall establish a mechanism to manage and pay for environmental activities, if any, required under existing law and cease the activities described in Article III above. Within six (6) months of ceasing activities allowed under Article III, WRRMA shall settle its accounts, including, but not limited to, any vested or accrued employee benefits, employment contracts, collective bargaining agreements, and unemployment compensation, and, subject to MCL 123.311(2), shall sell all of its property, if any. In addition, WRRMA shall establish a mechanism for handling future environmental liabilities, if any. If the requirements of MCL 123.311(6) have been met and a new authority is incorporated under MCL 123.311(10), WRRMA may agree to the assignment of contracts from WRRMA to the new authority.

After the requirements of MCL 123.311(7) are met, WRRMA shall distribute to each Constituent Member that Constituent Member's fair share of WRRMA's remaining assets.

Upon distribution of WRRMA's assets under MCL 123.311(8), both of the following apply:

(a) WRRMA is dissolved.

(b) All liabilities of each Constituent Member and former Constituent Member of WRRMA are terminated, except for both of the following:

(i) Any environmental liabilities attributed to WRRMA to the extent that the environmental liabilities result from WRRMA's disposal of the Constituent Member's or former Constituent Member's fair share of municipal solid waste, recyclable materials or yard waste.

(ii) The Constituent Member's fair share of any obligation to reimburse WRRMA following the dissolution for liability incurred by WRRMA as a result of litigation or arbitration proceedings that were initiated before the

date of dissolution, or litigation or arbitration involving a cause of action arising before the date of dissolution, if the total amount of the Constituent Member's fair share of the obligation cannot be exactly determined by the time the requirements of MCL 123.311(7) are met.

MCL 123.311(6)-(9) do not prevent the incorporation of a new authority by some or all of the Constituent Members or former Constituent Members of an authority with respect to which the requirements of subsection (6) have been met.

ARTICLE VII

Fiscal Year

The fiscal year of WRRMA shall be January 1 – December 31.

ARTICLE VIII

The Board

The governing body of WRRMA shall be known as a Board of Trustees ("Board") which shall be comprised of one designated representative from each Constituent Member, who shall be appointed by the applicable governing body of such Constituent Member on or before the fifteenth day of December of each year, and shall serve during the next fiscal year and until his/her successor is appointed by the Constituent Member. The members of the Board shall serve without compensation but the Board, in its discretion, may authorize the payment of the actual expenditures of any Board member incurred in connection with the actual and approved business of WRRMA.

The Board shall, at its January meeting of each year, place on its Agenda the issue of "organization". At the January organizational meeting, the Board shall select a Chairperson, a Vice Chairperson and a Secretary, who shall otherwise be existing and designated members of the Board. Such officers shall serve until the January organizational meeting of the following year and/or until their respective successors shall

be selected. No person shall serve as Chairperson, Vice Chairperson or Secretary after he/she ceases to be a designated member of the Board.

The governing body of each Constituent Member shall, at the time of appointing its regular representative on the Board, also appoint an alternate representative who shall have the right to act in the place of the regular representative in event of the latter's absence from any meeting of the Board, but his/her authority shall be limited to the actual business conducted at such meeting whether set forth on the agenda or not. For any other purpose, the alternate shall not be considered a member of the Board. It shall not be necessary to serve any notice of meetings upon such alternates. No appointment to the Board and no selection of an officer of the Board shall be deemed to be invalid because it was not made within or at the time specified in these Articles. Any Board member or any alternate may be removed at any time by action of the governing body of the Constituent Member which he/she represents. Any officer of WRRMA may be removed by action of the Board by a majority vote of the then Constituent Members.

ARTICLE IX

Vacancies

In the event of a vacancy on the Board, the governing body of the Constituent Member entitled to such representative shall promptly fill the vacancy for the unexpired term. In the event of a vacancy in any office of the Board, such vacancy shall be promptly filled by the Board for the unexpired term at the next regular meeting of the Board. In the case of the temporary absence or disability of any officer, the Board may appoint a qualified person to temporarily act in his/her stead except that, in the event of the temporary absence or disability of the Chairperson, the Vice Chairperson shall so act immediately.

ARTICLE X

Voting Power

Each Constituent Member shall have one vote.

ARTICLE XI

Meetings and Voting

All meetings of the Board shall comply with Michigan's Open Meetings Act, MCL 15.261, et. seq., including all future amendments to that statute. Meetings of the Board shall be held monthly at such times and places as shall be prescribed by resolution of the Board. Special meetings of the Board may be called by the Chairperson, or any three Constituent Members of the Board, by serving written notice of the time, place and purpose thereof, upon each member of the Board, personally, or by leaving it at his/her office, at least twenty-four hours prior to the time of such special Board meeting, or by depositing the same in a United States Post Office or mail box within the limits of WRRMA, at least seventy-two hours prior to the time of such special Board meeting, enclosed in a sealed envelope properly addressed to him/her at his/her home or office address, with postage fully prepaid thereon. Special meetings of the Board at which all Constituent Members are present shall be deemed to be valid even if no written notice thereof may have been given as above provided. Any Constituent Member of the Board may waive notice of any meeting either before or after the holding of that meeting. The presence of Constituent Members of the Board holding more than fifty percent of the total voting power of the entire Board shall be required for a quorum for all legal purposes.

The Board shall act on all matters before it by motion or resolution. For the passage of any motion or resolution, there shall be required the affirmative vote of a majority of the Constituent Members, except when a larger vote is required by law. For purposes of approving and expending money beyond normal operating costs, there shall

be an affirmative vote of at least two-thirds (rounded up if necessary) of the Constituent Members. The Board shall have the right to adopt, from time to time, rules governing its procedures which are not in conflict with the terms of any statute or of these Articles. Board procedures shall be governed by Robert's Rules of Order, as amended from time to time. The Board shall keep minutes of its proceedings, which shall be approved and signed by the Chairperson and Secretary. All votes shall be by "Yeas" and "Nays". The minutes shall show how each Constituent Member voted and the total number of votes for and against each motion, resolution or ordinance.

ARTICLES XII

General Manager

If necessary, and at any time, the Board shall have the right to select and appoint a General Manager. Any General Manager shall be the chief administrative officer of WRRMA and shall perform all of the purely administrative functions of WRRMA, unless otherwise expressly delegated in these Articles. All such functions shall be performed in harmony with the adopted policies and direction of the Board. Any General Manager shall serve at the will and direction of the Board.

ARTICLE XIII

Finances

The Board Chairperson shall be the presiding officer of the Board. Except as provided herein, he/she shall not have any executive or administrative functions. In the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the Board. All monies of WRRMA shall be deposited in a bank or banks, to be designated by the Board, and all checks or other forms of withdrawal therefrom shall be signed by the Chairperson and Secretary of the Board.

ARTICLE XIV

Annual Budget Process

Each October of each fiscal year, the Board shall discuss and complete a proposed budget for the next fiscal year and provide a copy of the proposed budget to the governing body of each Constituent Member. Any objections to the proposed budget shall be provided to the Board by December 1 of each year. Any objections shall be addressed by the Board at the December Board meeting and prior to approving the proposed budget.

For the initial fiscal year, the contribution to the budget for each Constituent Member shall be $5,000.00 with an equal matching contribution by the County of $5,000.00 on behalf of each Constituent Member. The contribution in each subsequent year shall be determined by the annual budget process. Any expenditure in any fiscal year that exceeds the established contribution and is greater than $5,000.00 for any Constituent Member shall first be approved by the governing body of each Constituent Member.

ARTICLE XV

Activity Report

Each October of each fiscal year, the Board shall prepare and issue to the governing board of each Constituent Member a report of WRRMA activities.

ARTICLE XVI

Constituent Member Contracts

WRRMA, and its Constituent Members, may, from time to time, enter into a Contract or Contracts, for services performed by WRRMA, and for payment to WRRMA, by the Constituent Members. Any such Contract shall be for a period not exceeding thirty (30) years.

ARTICLE XVII

Third-Party Contracts

WRRMA shall have the power to contract with any person, firm or corporation for the performance of the work to carry out a designated purpose of WRRMA.

ARTICLE XVIII

Employment Contracts

The Board shall have the power to secure all necessary services to carry out the lawful purposes of WRRMA, and to fix the compensation of any required employees of WRRMA, and to provide benefits for the employees as determined from time to time by the Board. No officer or employee of any Constituent Member shall receive any compensation from WRRMA except as allowed for expenditures under Article VIII above.

ARTICLE XIX

Annual Audit

The Board shall cause an annual audit to be made of its financial transactions by a certified public accountant, and shall furnish, in a timely manner, a copy thereof to each Constituent Member. The annual audit shall include the details of the total liabilities of WRRMA and each Constituent Member's share of the total liability as of the date of each audit.

ARTICLE XX

Insufficient Income

If the total funds of WRRMA during any fiscal year is not sufficient to satisfy obligations that were previously presented to and approved by the WRRMA Board, then the amount of any such deficiency shall be prorated equally among the Constituent Members. Any funds required to satisfy an obligation incurred but not subject to a prior

approval of the WRRMA Board shall be prorated equally among the Constituent Members after unanimous approval by the legislative body for each Constituent Member or, based on the facts of the expenditure, in another equitable manner unanimously approved by the legislative bodies of the Constituent Members.

ARTICLE XXI

Withdrawal of Constituent Members

(This provision is required under MCL 123.311(11))

For this Article XXI, the definitions at MCL 123.311(12) shall apply where applicable.

Unless its withdrawal would cause an impairment of any contract, a Constituent Member may withdraw from WRRMA if all of the following requirements are met:

(a) The legislative body of the Constituent Member adopts a resolution stating that WRRMA is no longer effectively serving the Constituent Member's needs and declaring its decision to withdraw from WRRMA on a date specified in the resolution.

(b) The withdrawal date specified in the resolution under subdivision (a) is not either of the following:

(i) Less than 60 days after the date the resolution is adopted.

(ii) Within 1 year before the termination date of WRRMA's most recently approved contract under MCL 123.305 unless the filings required by subdivision (c) (immediately below) are made more than 1 year before the specified withdrawal date.

(c) The clerk of the Constituent Member promptly files a certified copy of the resolution adopted under subdivision (a) with WRRMA and the Secretary of State.

By the withdrawal date, the withdrawing Constituent Member, at its option, either shall pay to WRRMA the amount of the withdrawing Constituent Member's fair share of the negative equity of WRRMA, if any, determined as of the withdrawal date, or shall provide WRRMA with a bond or other independent, insured guarantee that any such amount will be paid not later than 30 days after the expiration date of the authority's most recently approved contract under MCL 123.305. This provision does not relieve the withdrawing Constituent Member from either of the following:

(a) The Constituent Member's fair share of any obligation to reimburse WRRMA following the Constituent Member's withdrawal for any environmental liabilities subsequently incurred by WRRMA, to the extent that the environmental liabilities result from WRRMA's disposal of the withdrawn former Constituent Member's municipal solid waste, recyclable materials, or yard waste.

(b) The Constituent Member's payment of any money damages, owed on account of its or WRRMA's default under a contract under MCL 123.306 if the default and damages result directly and solely from the Constituent Member's withdrawal and are necessary to prevent an impairment of the contract. If 2 or more Constituent Members withdraw, they are jointly liable for damages under this provision.

(c) The Constituent Member's fair share of any obligation to reimburse WRRMA following the Constituent Member's withdrawal for liability incurred by WRRMA as a result of litigation or arbitration proceedings that were initiated before the date of withdrawal, or litigation or arbitration

involving a cause of action arising before the date of withdrawal, if the total amount of the Constituent Member's fair share of the obligation cannot be exactly determined by the date of withdrawal.

At the option of WRRMA, by the withdrawal date, WRRMA shall pay to the withdrawing Constituent Member its fair share of the equity of WRRMA, determined as of the withdrawal date, or shall provide the withdrawing Constituent Member with a bond or other independent, insured guarantee that such amount will be paid no later than 30 days after the expiration date of WRRMA's most recently approved contract under MCL 123.305. If WRRMA elects to provide such a bond or other guarantee, the withdrawn former Constituent Member may direct the bonding company or guarantor at any time thereafter to pay from the bond or other guarantee any obligation or liability owed to WRRMA by the withdrawn former Constituent Member, including, but not limited to, an obligation described in MCL 123.311(4) (a) or (b).

ARTICLE XXII

Publication of Articles

These Articles shall be published once in a newspaper circulating within the WRRMA Constituent Member communities. One printed copy of such Articles of Incorporation, certified as a true copy thereof, with the date and place of publication, shall be filed with the Secretary of State and the Clerk of the County of Washtenaw, within thirty (30) days after execution has been completed.

ARTICLE XXIII

Amendment of Articles

All Amendments to these Articles require a positive vote of the legislative body of each Constituent Member and a unanimous vote of the Board. Any amendment to these Articles shall be endorsed, published and certified printed copies filed in the same

manner as the original Articles, except that the filed printed copies shall be certified by the recording officer of the Authority.

ARTICLE XXIV

New Members

A municipality may become a Constituent Member of WRRMA by a positive vote of that municipality's legislative body and by an Amendment of these Articles consistent with the procedure set forth in Article XXIII above.

SIGNATURES

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Signatures are attached and incorporated herein.

PITTSFIELD CHARTER TOWNSHIP

The foregoing Articles of Incorporation were adopted by the Charter Township of Pittsfield Board of Trustees, Washtenaw County, Michigan, at a public meeting duly held on the 27th day of February, 2019 of said Board of Trustees and the Clerk of said Board of Trustees being Michelle L. Anzaldi.

Mandy Grewal, Supervisor
Pittsfield Township
Dated:

Michelle L. Anzaldi, Clerk
Pittsfield Township
Dated: 7/24/2020