



CLERK

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Board of Commissioners

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MANISTEE COUNTY GREEN TEAM/RECYCLING COMMITTEE

Wednesday, March 4, 2026
2:00 P.M.

Manistee County Courthouse & Government Center
Board of Commissioners' Meeting Room

AGENDA

1. Call to Order
2. Public Comment
3. Karla Smith-Kasten - P.A. 69 Recycling Update
 - a. Recycling Program Report (APPENDIX A)
4. New Business
 - a. GFL Renewal (APPENDIX B)
5. Old Business
 - a. Updates regarding Part 115 Materials Management Planning
 - b. Update Manistee County Recycling Info Card
6. Other Items from Committee Members
7. Adjournment

**MANISTEE COUNTY GREEN TEAM
RECYCLING PROGRAM REPORT
Wednesday, March 4, 2026
Appendix A- 1**

CURRENT TOTALS:

	2020	2021	2022	2023	2024	2025	2026
January	24,840	41,876	22,200	34,500	44,400	57,900	70,520
February	32,558	26,602	23,400	33,000	50,400	45,600	
March	36,154	39,720	31,000	37,500	36,000	50,100	
April	36,128	17,236	30,600	30,600	45,000	55,500	
May	37,744	35,030	35,220	39,900	57,320	76,500	
June	49,842	34,391	48,300	63,000	58,200	81,900	
July	47,580	51,706	48,300	70,800	80,400	110,400	
August	46,821	60,172	51,620	72,000	75,000	91,180	
September	51,892	29,649	35,700	47,400	54,900	78,360	
October	37,239	29,392	32,700	41,400	65,400	77,400	
November	33,958	37,277	35,400	50,700	46,540	67,100	
December	47,971	47,971	33,000	43,800	48,600	66,000	
TOTAL	492,727	422,695	427,440	564,600	664,560	857,940	

193,380 pounds more than 2024.

**MANISTEE COUNTY GREEN TEAM
RECYCLING PROGRAM REPORT
Wednesday, March, 4, 2026
Appendix A- 2**

Arcadia Township: 5 Bins, GFL is picking up twice weekly.

Bear Lake Township: 4 Bins, GFL is picking up once weekly.

Brown Township: 2 Bins, picking up once weekly

Cleon Township: 2 Bins, pick up twice a week.

Dickson Township: 1 Bin, picking up once weekly. PCA trailer.

Filer Township: Nothing to report

Manistee Township: Nothing to report

Maple Grove Township: 3 Bins. GFL is picked up once weekly. PCA trailer

Marilla Township: Part of PA69, Nothing to Report

Norman Township: Nothing to Report

Onekama Township: 8 Bins, GFL is picked up twice weekly. Issue Discussion

Pleasanton Township: 2 Bins, GFL is picked up once weekly.

Springdale Township: Part of PA69, Nothing to Report

Stronach Township: Nothing to report

**MANISTEE COUNTY GREEN TEAM
RECYCLING PROGRAM REPORT
Wednesday, March 4, 2026
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HHW - Manistee, Mason, Oceana County HHW. Meeting on April 7., 2026

Tire Event: The Tire Event collected 2354 tires in 2026. Thank You Manistee County Conservation District
The Tire Grant hasn't come out yet.

MTA - The MTA meetings for 2026 will be starting March 25, 2025 in Bear Lake.

Networks Northwest No tentative date

MRC Conference The MRC Conference is May 11 through 13 in Kalamazoo. I plan to attend.

Part 115: MMW/MMPC The Last meeting was February 25, 2026. The next meeting is March 25, 2026 in Lake City.

Grant: Nothing to report

Kaleva, Norman, Dickson (KND) School: On Going. We are working on a garden program, helping composting food scraps from the cafeteria. This is a great opportunity to teach kids about not only gardening, but composting, zero waste circular economy.

Armory Project: I met with the new Seeds Director at the Armory to talk about doing a plastic project next summer also collaborating with Manistee Conservation District. More to come.

Composting: Attended a Zoom Series on HHW.

EGLE Webinar: EGLE has several educational series right now. Check the web page for more information

Manistee County PA69 Recycling Totals

January Totals	2020	2021	2022	2023	2024	2025	2026	July Total	2020	2021	2022	2023	2024	2025	2026
Arcadia	7480	9128	3600	4800	5100	8400	9600	Arcadia	9765	10470	12900	17400	18300	20,400	
Bear Lake	0	0	0	3900	5700	9000	10200	Bear Lake	0	0	0	7200	13200	10,200	
Brown	4176	5079	2700	3300	2400	5400	4200	Brown	4096	3487	3900	3600	3300	8,100	
Cleon	2873	3807	1500	3000	3000	6300	6000	Cleon	2027	2513	3000	4200	4500	5,700	
Dickson	0	1119	1800	1800	4500	3000	2400	Dickson	0	981	2400	1800	2400	3,000	
Maple Grove	5759	7617	3300	4800	5400	6600	5400	Maple Gro	4739	6614	5700	5700	8700	10,500	
Onekama	11420	12171	9300	10500	9900	15300	30,300	Onekama	24511	24384	20400	26400	25200	45,600	
Pleasanton	0	0	0	2400	5700	3900	2400	Pleasanton	0	0	0	4500	4800	6,900	
Springdale	3132	2955	0	0	0	0	0	Springdale	2442	3343	0	0	0	0	
	34840	41876	22200	34500	44400	57900	70,520		47580	51706	48300	70800	80400	110,400	
February Totals	2020	2021	2022	2023	2024	2025		August To	2020	2021	2022	2023	2024	2025	
Arcadia	6318	5431	4500	3900	6000	7200		Arcadia	16266	14497	11000	15300	15600	18,900	
Bear Lake	0	0	0	4500	8700	6900		Bear Lake	0	0	0	9000	11700	9600	
Brown	3910	3076	2700	2700	3900	4800		Brown	3312	5443	4200	4800	4500	4200	
Cleon	2533	1987	2100	3600	6600	5100		Cleon	2583	3227	2400	5400	4800	7200	
Dickson	0	604	1200	1200	2700	2100		Dickson	0	2126	2100	3000	2700	2280	
Maple Grove	5453	3973	3300	5400	6600	5400		Maple Gro	4936	7587	6900	7200	7500	7800	
Onekama	11647	9225	9600	8700	12600	11400		Onekama	17141	23949	25020	21900	22200	42300	
Pleasanton	0	0	0	300	3300	2700		Pleasanton	0	0	0	5400	6000	6900	
Springdale	2697	0	0	0	0	0		Springdale	2583	0	0	0	0	0	
	32558	24296	23400	33000	50400	45600			46821	56829	51720	72000	75000	99,180	
March Totals	2020	2021	2022	2023	2024	2025		September	2020	2021	2022	2023	2024	2025	
Arcadia	6972	9141	6300	5700	4800	7500		Arcadia	15135	9610	7500	8400	10800	13800	
Bear Lake	0	0	0	4800	7200	7200		Bear Lake	0	0	0	7200	8100	10800	
Brown	4185	4152	3300	3600	3000	4800		Brown	4902	1800	3000	3300	3300	1920	
Cleon	3134	3116	2400	3000	2700	5400		Cleon	3777	1274	2100	3600	6000	4800	
Dickson	0	1316	1800	1500	3600	2100		Dickson	0	649	4200	2400	1500	2220	
Maple Grove	6280	6227	4500	600	5100	6900		Maple Gro	7309	2830	14400	13500	7500	8400	
Onekama	12356	12452	12000	10200	7200	13200		Onekama	16992	12481	14400	13500	14400	31800	
Pleasanton	0	0	0	2700	2400	3000		Pleasanton	0	0	0	3300	3300	10800	
Springdale	3227	31416	0	0	0	0		Springdale	3777	1005	0	0	0	0	
	36154	39520	30300	37500	36000	50100			37239	29649	35700	46270	54900	78360	
April Totals	2020	2021	2022	2023	2024	2025		October T	2020	2021	2022	2023	2024	2025	
Arcadia	8316	3741	6900	5700	6900	9900		Arcadia	9143	876	7200	7800	11,400	11,700	
Bear Lake	0	0	0	6300	7200	7200		Bear Lake	0	0	0	5700	9000	11,400	
Brown	3990	2795	3300	2700	3300	4500		Brown	4064	2492	2400	3300	6000	4800	
Cleon	2998	1027	2400	3600	4200	4800		Cleon	2932	1674	2700	4200	5400	6000	
Dickson	0	945	1200	2400	2400	2100		Dickson	5977	1158	2100	2100	2700	3000	
Maple Grove	5873	2494	4800	5400	6300	9000		Maple Gro	2931	4253	5700	5400	8400	8400	
Onekama	11967	4987	12000	9300	11100	15000		Onekama	12191	8810	12000	9900	18,000	27,300	
Pleasanton	0	0	0	2100	3600	3000		Pleasanton	0	0	0	3000	4500	4800	
Springdale	2991	1248	0	0	0	0		Springdale	1929	0	0	0	0	0	
	36128	17236	30600	37500	45000	55,000			37239	28392	32700	41400	65,400	77,400	
May Totals	2020	2021	2022	2023	2024	2025		November	2020	2021	2022	2023	2024	2025	
Arcadia	9240	8459	7500	4800	10200	12300		Arcadia	8277	10167	6600	7200	7,800	10,500	
Bear Lake	0	0	0	6300	9000	11700		Bear Lake	0	0	3600	6600	7200	8400	
Brown	4106	3760	3900	3000	3600	6300		Brown	3823	2982	2400	3300	3900	4800	
Cleon	2841	2820	2400	5100	3300	4804		Cleon	3547	2269	2700	3600	5640	5100	
Dickson	0	951	1920	2400	2720	3000		Dickson	0	1557	2100	2100	2200	1800	
Maple Grove	6158	4940	6000	5400	8100	8700		Maple Gro	5518	4754	5700	5700	5700	7200	
Onekama	12319	11280	13500	9300	16800	24000		Onekama	11036	13032	12300	12300	10,800	26,400	
Pleasanton	0	0	0	3600	3600	5700		Pleasanton	0	0	0	3000	3300	3900	
Springdale	3080	2820	0	0	0	0		Springdale	2757	2616	0	0	0	0	
	37744	35030	35200	39900	57320	76500			49971	37277	35400	50700	46,540	68,100	
June Totals	2020	2021	2022	2023	2024	2025		December	2020	2021	2022	2023	2024	2025	
Arcadia	13510	7570	12000	13800	12900	15000		Arcadia	12323	4315	4500	7200	7,800	7,200	
Bear Lake	0	0	0	9900	8700	10800		Bear Lake	0	0	4500	6600	6900	7800	
Brown	4504	2192	4800	5100	3300	3300		Brown	5093	2417	2700	3300	4500	4200	
Cleon	3241	2192	2400	3600	2400	6600		Cleon	3819	1331	3300	3600	6000	3000	
Dickson	0	738	2100	2700	3600	2400		Dickson	0	1026	1800	2100	4500	2400	
Maple Grove	6667	4129	7500	7200	7200	7200		Maple Gro	7640	3852	5100	5700	6000	6600	
Onekama	18463	14817	19500	15900	16200	28200		Onekama	15277	6385	11100	12300	12,000	28,200	
Pleasanton	0	0	0	5100	3900	8400		Pleasanton	0	1318	0	3000	3300	3600	
Springdale	3457	2192	0	0	0	0		Springdale	3819	0	0	0	0	0	
	49842	34391	48300	63300	58200	81900			47971	20644	33000	43800	48,600	66,000	

Recycling Program Interlocal Agreement

Recitations

██████████ County, as required by P.A. 641, 1978 as amended. Has adopted a Solid Waste Management Plan on June 16, 2009.

██████████ Township, by resolution, also adopted the ██████████ County Solid Waste Management Plan for addressing the solid waste issue of the County.

██████████ County, and ██████████ Township are responsible for the funding and providing recycling, composting, and hazardous waste collection programs in ██████████ County, as stated in the plan.

P.A. 138 of 1089, as amended by PA 69 of 2005 allows by resolution of the County Board of Commissioners, the imposition of a surcharge on households within the County up to a maximum of \$25.00 fee per improved property to provide for waste reduction program for the collection of consumers recyclable material, as defined in Act 641, P.A. 1978, as *household hazardous waste, tires, batteries, and yard clippings*.

Adequate funding is necessary for a continued recycling program plan with the County Solid Waste Plan.

The Revenues Collected for this program are held with the County Treasurer and are used solely to cover the cost of recycling in those participating townships.

Defining Roles

██████████ County's responsibility is to manage the finances and manage the program (Recycling Coordinator). The County is also required to provide a recycling carrier to maintain recycling bins and transport the recyclable materials to the recycling center. The County will also provide site monitors to check the sites for non-recycling materials and keep the area clean and tidy and report to the Recycling Coordinator. The Recycling Coordinator will report to the Green Team. The education of residents, students and township representatives will also be handled by the Recycling Coordinator. The recycling coordinator will assist the County with grants to help the townships to improve site(s) as deemed necessary by the County.

The Township's responsibility is to provide an appropriate site for the recycling bins. The township is responsible for keeping the recycling area mowed, clear of snow, mud, and having a road that does not impair the truck(s) access to the bins for service. Each site must have the capability to accommodate a minimum of 5 bins. The site location must be approved by the county to be deemed appropriate.

If the township wishes to change the location of the recycling site, any cost incurred to move the bins to a new location and notify the residents of the change in location will be the responsibility of the township.

If your township chooses not to have recycling bins in your community, and is part of PA 69, the responsibility falls on the township to have an agreement with the adjacent township/village in which they agree to share bins. That adjacent township/village must participate in PA 69. You are also required to help educate your residents about where they will be taking their recycling location(s). There must also be an agreement with the adjacent township in which they agree to share bins. The interlocal agreement between adjacent townships must be shared with the county.

For Any changes to the original site location, for any reason, a 60 day notice will need to be provided to the county and recycling coordinator for approval.

Statement of Agreement

Based on the above, ██████████ County and ██████████ Township hereby agree to impose and collect by the County Treasurer of an annual surcharge of \$18.00 per improved parcel to cover the cost of waste reduction program(s) and collect consumers recyclable material as defined by Act 641, P.A. 1978. All funds to be collected will be administered by ██████████ County to develop, implement and administer a recycling program in accordance with State Statutes and ██████████ County Solid Waste Management Plan. ██████████ County reserves the right to adjust the fees as necessary with the proper and timely notification to the necessary unit. The Term of this agreement is 2 years, starting January 1, 2025 through December 31, 2026

This agreement may also be revoked and / or amended based on new regulations that are currently not defined at the time of agreement's implementation. In any other case, the township and / or county may withdraw from the contract with a 180 days written notice of the end of the fiscal year.

[REDACTED], Chairperson
[REDACTED] County Board of Commissioners

[REDACTED], Supervisor
[REDACTED] Township

Date: _____

Date: _____

Prepared by Karla Smith-Kasten, [REDACTED] County Recycling Coordinator

Lisa Sagala

From: Mark Bevelhymer <mbevelhymer@gfienv.com>
Sent: Friday, February 27, 2026 6:09 PM
To: Lisa Sagala; Travis Grooten; Bradford Harrison; Karla Smith-Kasten; Mark Bevelhymer
Subject: Re: Renewal of Recycling Collection Services Contract

Hello Lisa,

Per our conversation regarding our contract, which expired on December 31, 2024.

We appreciate the opportunity to service your Recycle Drop-Off Collection in Manistee County since November 2021.

In reviewing my original worksheets summary when preparing our proposal dated August 21, 2021 your current recycling run rate was 225 tons per year.

Summary Of Contract Terms Below:

Not to Exceed Figure - Calendar Year 2022: \$56,000

Not to Exceed Figure - Calendar Year 2023: \$57,000

Not to Exceed Figure - Calendar Year 2024: \$58,000 (Contract Expired 12/31/2024

Not to Exceed Figure - Calendar Year 2025: \$58,000 (Same terms and conditions as Calendar Year 2024)

The success of Manistee County's Single Stream Recycling System, implemented in 2022, shows a positive year-over-year growth rate below:

2023 Recycling Tonnage: Exceeding 250 Tons Per Year

2024 Recycling Tonnage: Exceeding 300 Tons Per Year

2025 Recycling Tonnage: Exceeding 400 Tons Per Year

Please note the growth rate for this time period is close to a **100% increase in recycling tonnage!**

Over the past 4 years, our operating costs in the US supply chain have increased substantially.

Unfortunately, we will not be able to continue providing your recycling service in 2026 and future years for the following:

Not to Exceed Figure - Calendar Year 2025: \$58,000 (Same terms and conditions as Calendar Year 2024)

Based on the program's success and the nearly 100% volume increase from 2022 through 2025, I propose a three (3) year contract as noted below:

Summary Of Contract Terms Below:

Not to Exceed Figure - Calendar Year 2026: \$76,000

Not to Exceed Figure - Calendar Year 2023: \$81,000

Not to Exceed Figure - Calendar Year 2024: \$86,000

I appreciate the opportunity to provide this proposal.

Please let me know if you have any questions.

**MANISTEE COUNTY
RECYCLING DROP-OFF COLLECTION SERVICES
SERVICE AGREEMENT**

This Contract is made as of the 16th day of November, 2021, by and between the Manistee County Board of Commissioners with offices at 415 Third Street, Manistee, MI 49660 (hereinafter referred to as "County"), and GFL Environmental Inc. with offices at 280 Hughes Dr., Traverse City, MI 49696 (hereinafter referred to as "Contractor").

Recitals

- A. The County has formed a "Green Team" to provide leadership and develop policies to support energy efficiency and conservation in the County, and the County and its "Green Team" are desirous of a County-wide recycling program as part of the County's long-term strategy for sustainability, energy efficiency and resource conservation, and;
- B. As the existing recycling drop-off program has been active since 2009 and the collection contract expires on December 31, 2021, Manistee County issued a Request for Quotation on July 30, 2021, and Contractor submitted a quotation in response thereto, and;
- C. The County and the Contractor desire to place their mutual understanding, and respective rights and obligations in writing through this Service Agreement below.

Agreement

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree to the following terms and conditions for Recycling Drop-Off Collection Services:

1. DEFINITIONS

The terms used within this service agreement shall be defined according to the definitions contained in Attachment A, "Definitions" and are incorporated herein by reference.

2. TERM

This Contract shall be effective January 1, 2022 for a contract period of three (3) years. Two (1) year extensions of the Contract are at the sole discretion of the County. If the County exercises the option to extend the Agreement, it shall do so by providing written notice to Contractor no later than thirty (30) days prior to the termination of the agreement.

3. CONTRACTOR SERVICES

The Contractor shall, during the term of this Contract, furnish all labor, materials, tools, equipment, and services required for collection and transportation of all recyclable materials from the recycling drop-off collection sites to a recycling facility.

3.1 DROP-OFF SITES

Collection services will be provided by Contractor to the following sites that will be accessible during daylight hours, seven days a week.

PA69 Recycling Drop-Off Location
Arcadia Township Hall 3422 Lake Street, Arcadia
Brown Township Hall 8233 Coates Highway, Manistee
Cleon Township/Copemish Brown Street and Cleon Road (CR604), Copemish
Dickson Township/Brethren On Wingert Street, south of N. Coates Highway, behind Fire Hall, Brethren
Maple Grove Township/Kaleva Bay Area Recycling for Charities 14407 Industrial Drive, Kaleva
Onokama Township Hall 5435 Main Street, Onokama

The County reserves the right to add, close or relocate, modify site operation, and service requirements as needed throughout the life of the Contract. This may include the closure or addition of one or more sites, change in hours of operation, site configuration, etc. The County and Contractor shall work together to locate suitable drop-off sites as needed. However, should modifications impose new requirements on the Contractor, charges for those new obligations will be negotiated and reflected in a written addendum to the Contract.

3.2 RECYCLABLES

Containers to be supplied by the Contractor shall be capable of receiving single stream recyclables and include a minimum of:

- 1) boxboard, brown paper bags, corrugated cardboard, junk mail, magazines, newspapers, office paper, phone books
- 2) cartons and aseptic containers
- 3) glass (brown, clear and green)
- 4) metal packaging (aluminum, empty aerosol cans, steel cans, tin cans)
- 5) plastic packaging containers #1, #2, #4, #5, #6, #7

Other materials may be added based upon mutual agreement between County and Contractor.

3.3 PROHIBITED AND EXCLUDED MATERIALS

Prohibited Waste shall include solid waste; organic or otherwise putrescible animal or vegetable matter; hazardous materials; liquids of any kind; yard waste; automobile/truck parts; metal drums; whole tires; stone, rock, or dirt; steel, iron, construction/demolition material; or any other item not classified as recyclable by the Processor.

Excluded Waste (excluded from this Agreement): means any hazardous materials, wastes or substances; toxic substances, waste, or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state, or local laws or regulations.

Hazardous Waste (excluded from this Agreement): hazardous waste is hereby classified as a Prohibited Material and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state, or local laws or regulations.

3.4 RECYCLING COLLECTION CONTAINERS

The Contractor shall equip each site with recycling collection containers. The Contractor shall provide sufficient recycling collection container capacity to meet expected demand. At a minimum, each drop-off site shall have collection containers to provide the minimum capacity described below:

PA69 Recycling Drop-Off Location	Minimum Capacity
Arcadia Township Hall 3422 Lake Street, Arcadia	48 cubic yards
Brown Township Hall 8233 Coates Highway, Manistee	30 cubic yards
Cleon Township/Copemish Brown Street and Cleon Road (CR604), Copemish	20 cubic yards
Dickson Township/Brethren On Wingert Street, south of N. Coates Highway, behind Fire Hall, Brethren	12 cubic yards
Maple Grove Township/Kaleva - Bay Area Recycling for Charities 14407 Industrial Drive, Kaleva	30 cubic yards
Onekama Township Hall 5435 Main Street, Onekama	60 cubic yards

All recycling collection containers shall meet the following specifications:

- a. Recycling Containers with a minimum 10-cubic yard capacity that can be serviced using front load or rear load collection vehicles.
- b. Containers shall be fully enclosed units with window openings as described in 3.5 d. *Window Openings*.
- c. Minimum specifications are defined in the following subsection.

3.5 PERFORMANCE REQUIREMENT SPECIFICATIONS

- a. **PAINT:** all exterior surfaces to be primed and painted a color as agreed upon by the County and Contractor.
- b. **CUBIC YARD CAPACITY:** to maximize cost effectiveness of transportation for recycling, the containers shall have the capacity to hold as much as possible while

still considering the need for convenient loading height at the access windows. Note: for the purposes of evaluating proposed container designs, rated cubic yard capacity will be determined from the access window loading height down.

- c. **SIGNAGE:** provide standard safety signage and company branding with contact information. Educational/instructional signage shall be such that it promotes deposition of targeted materials only and has content that is approved by the County. County may produce signage and coordinate with Contractor for application onto containers.
- d. **WINDOW OPENINGS:** containers will be provided with window openings for single stream collection of recyclable materials as defined in section 3.2 Recyclables and should include the following: minimum of two (2) oblong openings per side measuring at least 12" high x 24" wide.

All window edges must be sanded smooth and protected with rubber gasket or trim seal or comparable edging to protect hands and arms from scrapes. A drop-edge shall be provided to prevent rain from entering containers.

Windows shall be able to be closed and latched when full and for transport using a common lock bar for each side of the container or other secure mechanism.

The Contractor will maintain spare containers to serve sites that require the addition of containers during peak season or periods of high use.

The Contractor will provide container signage that identifies the container as being a Manistee County recycling container. Signage should be appropriate using graphically attractive material that is easily visible at each access opening. Layout, design, and signage content to be approved by the County.

The recycling collection containers will remain the property of the Contractor. The Contractor shall always maintain containers in first class condition and repair during this Contract. All costs of operating and maintaining containers will be the sole responsibility of Contractor. When necessary, the Contractor will replace any damaged containers without charge to the County.

Containers shall be located on the site such that each container is surrounded by at least six (6) feet of clear space to provide safe and convenient access to users.

3.6 DROP-OFF SITE OPERATION AND SERVICING

The Contractor shall service the recycling collection containers at each drop-off site often enough that recycling capacity is available during all hours of operation. The objective is to service containers when nearly full, avoid overfilling/site spillage whenever possible and have nearly empty containers at the beginning of peak usage times.

Servicing of containers will occur between the hours of 8:00 a.m. and 8:00 p.m. and performed in a manner that will minimize noise in residential areas. A schedule for service from each drop-off site shall be established in coordination with RC. Any deviation or changes to the established schedule will be made in coordination with the RC. The schedule of service may vary by season and by site usage. Peak event periods may necessitate the need for additional service due to high use. A minimum of 7-day advanced notification of additional service for special events will be given to Contractor. In the event of unforeseen need, Contractor will provide requested service within 24 hours.

Contractor is obligated to handle single stream recyclable materials that are acceptable as defined herein, or as mutually agreed upon.

Title to said recyclable materials shall pass to the Contractor when the Contractor services the container. The materials collected by Contractor pursuant to this Contract shall not include Prohibited Waste, Excluded Waste, and/or Hazardous Waste. Title to and liability for any Prohibited Waste, Excluded Waste, and Hazardous Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor or County.

The County shall use reasonable efforts to cause only recyclable material to be delivered to the recycling facility and to minimize the quantities of Prohibited Waste, Excluded Waste, and Hazardous Waste, through regular monitoring of the drop-off sites, and through education and outreach activities.

Should Contractor identify a load with excessive contamination, or suspect a load contains Excluded Waste or Hazardous Waste, Contractor has the obligation to contact the County immediately to determine best course of action, so as not to interrupt regular business of Contractor.

The Contractor shall use reasonable efforts to avoid the deposit of Prohibited, Excluded, and Hazardous Waste at the recycling facility. If upon delivery a load is identified as containing Prohibited, Excluded, and Hazardous Waste, and thereby rejected by the recycling facility, such Prohibited, Excluded, and Hazardous Waste shall be contained, set aside, isolated and maintained separately from all other materials in the recycling facility, and County shall be immediately notified of the location, general character, and amount of such material. The Contractor, in cooperation with the recycling facility, shall promptly arrange for the removal of such Prohibited, Excluded, and Hazardous Waste and shall provide for the transport and disposal of such material in accordance with applicable local, State, and federal law, at a duly licensed and permitted waste disposal facility. All direct costs incurred by the Contractor for Prohibited, Excluded, and Hazardous Waste containment, removal, clean up and disposal shall be reimbursable by the County. These costs represent the sum of the costs and expenses incurred during a billing month, excluding profit. Documentation of such instances and costs will include copies of all invoices or charges to verify the amount of such costs and expenses and to demonstrate the basis for the amount claimed.

The Contractor shall use reasonable efforts to identify the source of the Prohibited, Excluded, and Hazardous Waste by noting the load on which the subject wastes were delivered. The Contractor will cooperate with the County in any attempts for cost recovery from the party or parties responsible for depositing the Prohibited, Excluded, and Hazardous Waste in the recycling containers. This section shall not apply to contamination of recyclables which occurs after the recyclables are accepted at the recycling facility.

The Contractor will make collections with a minimum of noise and disturbance to homes and businesses near the drop-off sites. Contractor is required to collect acceptable recyclable materials left outside of full recycling containers and clean up all materials spilled on the ground during servicing of the containers. Every effort shall be made by the Contractor to control spilling of materials during and after servicing containers so as not to litter the sites or community roadways.

All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected. All vehicles will have a fully enclosed metal top. All loading doors and cab doors will be closed before a vehicle is placed in motion. Vehicles will not be overloaded as to scatter recyclables, but when recyclables are scattered for any reason, it is the responsibility of the Contractor to immediately pick up scattered matter.

In the event Contractor is unable to perform the specified services of the agreement, an alternative service provider will be supplied by the Contractor at no added expense to the County. If the County must supply an alternative service provider, the Contractor will be billed for any costs incurred.

If a container(s) at a site needs to be moved for any reason, the County and Contractor must agree on the placement of containers or site.

3.7 PROCESSING AND MARKETING OF RECYCLABLES

The Contractor guarantees, as a condition of the Contract, that all recyclables will be delivered to a recycling facility that processes and markets recyclable commodities for use in the manufacture of new products. Alternative uses for recyclable materials will be disclosed to RC. Changes to acceptable materials or changes to end use of recyclables made by recycling facility and disclosed to Contractor will be made known to RC by Contractor within 7 days.

3.8 COUNTY LIAISON, REPORTING, AND INVOICING

The Contractor shall carry out the work under the review of and in continuous liaison with the County through its designated agent, the County Recycling Coordinator (RC).

The Contractor will make the following data available to the County.

- A monthly bill shall be submitted to the County by the 15th day of the month following service month. Each invoice shall be itemized to minimally include the following data:
 - Site name
 - Date of service
 - Container rental fees (if applicable)
 - Service fees (if applicable)
 - Transportation costs (if applicable)
 - Material type
 - Total weight (in pounds or tons) of material collected, verified by certified scale weight ticket that includes in bound gross weight and out bound tare weight. When material weight is determined through extrapolation from volume, the formula used must be provided to RC.
 - Volume of material collected
 - Detail of charges related to contaminated and landfilled loads
- The monthly reports and invoices shall be in a format acceptable to the County. The County will not pay any invoice not accompanied by a monthly report for the period of service covered by that invoice.

3.9 RECYCLING EDUCATION

The Contractor will support and/or participate in education, information and awareness programs focused on increasing proper recycling participation. Contractor will cooperate with County on grant funded projects, as needed.

4. WORK TO BE PERFORMED BY RECYCLING COORDINATOR

Separate from this contract, the RC, will arrange for recycling drop-off site locations, distribution of drop-off site recycling instructions to the public, overall program outreach and education, and Contractor supervision and oversight. Other responsibilities of the RC include the following:

- Oversee the management of the recycling drop-off sites, including the number of sites in operation, the hours of operation for each site, any modifications in site configuration, or related materials such as ramps, signage, etc.
- Oversee the implementation of the contract including all activities for relocating existing sites, developing new sites, or modifying current service levels. Any changes will be provided in writing to Contractor.
- Oversee, with the Contractor, any enhancements, or adjustments to the existing recycling drop-off sites.
- Oversee all activities of local site monitors involved with the recycling drop-off sites.
- Handle public relations, education, growth, and development aspects of the recycling drop-off sites.
- Make decisions regarding issues of contamination with Contractor.

The County may also be involved as needed in enforcement of nuisance litter laws, illegal dumping laws, etc., where necessary. The County may choose, at its own discretion, to establish electronic or other surveillance measures at drop-off sites, to enforce ordinances related to the drop-off sites and the Contractor's servicing of the drop-off sites.

5. CONTRACTOR COMPENSATION

The Contractor's Compensation will be paid to the Contractor by the County on a monthly basis. The amount due each month will be one-twelfth (1/12th) of the applicable "Contract Not to Exceed" figure.

Not to Exceed Figure – Calendar Year 2022:	\$56,000
Not to Exceed Figure – Calendar Year 2023:	\$57,000
Not to Exceed Figure – Calendar Year 2024:	\$58,000

County and Contractor acknowledge that the intent of this initiative is to have participation of all Cities, townships, and villages in this County-wide program. As such, the above pricing and escalators will be utilized for all future sites and containers that may be added during the term of the Agreement.

The Contractor will accommodate requests by the County for changes in collection inventory at recycling locations, and additional collection services, to handle seasonal fluctuations, special events, or contaminated loads, at a mutually agreed upon fee.

6. ADDITIONAL POSSIBLE FEES

Changes in Law: The rates, upon thirty (30) days written notice shall be increased due to additional taxes, charges, surcharges and fees imposed by governmental authorities on the collection services, the processing site and/or the disposal site after the date hereof and due to laws, rules, regulations and ordinances which are passed after the date hereof or the interpretation or enforcement of which has changed after the date hereof which have the effect of increasing the collection services, processing site and/or the disposal site's direct costs. The fees assessed shall be renegotiated to reflect the actual costs, made retroactive to the date of the increase.

Contractor reserves the right to adjust the service fees upon the aforementioned notification

period and approved by the County, and not unreasonably denied for labor and/or the performance of services by Contractor for services requested by the County which are not contemplated by this Agreement; or increases in operational costs due to an event of Force Majeure. The parties agree that they will negotiate in good faith to determine an equitable division of such costs insofar as they apply to the subject matter of this agreement.

Contractor shall not be entitled to any increase associated with violations of law, regulations, ordinances, or permit conditions.

Fuel Cost Adjustment: A fuel surcharge of 0.0005% may be implemented if the weekly Department of Energy Midwest Fuel Report exceeds \$4.50 per gallon for diesel fuel.

7. HOLIDAYS

The following holidays are identified for purposes of this Agreement:

New Year's Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

Contractor may decide to observe any or all the above-mentioned holidays by suspension of collection service on the holiday, in which case the County shall be serviced on the next working day during the week in which the holiday occurs.

Contractor will provide notice of observed holidays to the County at the beginning of each calendar year during the term of this contract.

8. CONTRACTOR LIABILITY

Contractor will be responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. Contractor shall also secure all necessary certificates and permits from municipal or other public authorities and comply with all Federal, State, and municipal laws, ordinances, and regulations as required.

9. PERFORMANCE BOND

Contractor shall provide to the County, at a value equal to half (1/2) the Contract, a Performance Bond (renewed annually), Letter of Credit, or other evidence of financial responsibility satisfactory to the County and shall maintain the same in full force and effect at all times during the term of this Contract.

10. INDEMNIFICATION

The County, its officers, agents, and employees shall not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from any work done on this project. In addition, Contractor agrees to indemnify, defend, and hold harmless the County, its officers, agents and employees from any and all claims and losses accruing or resulting from the negligent performance of the Contractor's work as described within this agreement.

11. CONTRACTOR PERFORMANCE AND LIQUIDATED DAMAGES

In addition to any other remedies available, the County may withhold payment from Contractor in the amounts specified below as liquidated damages for failure of Contractor to fulfill its obligations as determined by the County:

- a. Failure to service and collect full containers within a reasonable time limit mutually acceptable to both parties - \$1,000 per incident

- b. Failure to provide monthly reports (e.g., itemized list showing by site, frequency of service, number of collections, service date, weight and/or volume, repair/maintenance information, and other related data), - \$250 per incident.
- c. Failure to respond to legitimate service complaints in a reasonable, professional, and timely manner - \$100 per incident.
- d. Landfilling of Recyclables not determined to be highly contaminated - \$5,000 per incident.

These amounts are liquidated damages for losses suffered by the County and not a penalty.

12. INSURANCE

The Contractor, and any and all of their subcontractors, shall procure and maintain the insurance required below for the life of this Contract, and shall not commence work under this Contract until such insurance is procured. All coverage shall be with insurance companies licensed and/or admitted to conduct business in the State of Michigan. All coverage shall be with insurance carriers acceptable to County.

Worker's Compensation Insurance including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. Policy shall also provide for a per job aggregate limit.

Motor Vehicle Liability Insurance including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be named "Additional Insured" only for that which was the fault of the Contractor in the course of providing services under this Agreement: Manistee County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Pollution Liability with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage, including, but not limited to, the collection, transportation, storage, and removal of all recyclables. The County, as well as all landowners of drop-off sites, shall be named as additional insured on this coverage.

Property Insurance to provide adequate protection for all containers, equipment, and other incidental items used in Contractor's business. The County is in no way responsible for any loss or portion of loss thereof.

Cancellation Notice: All policies described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change, other than for Non-payment of premium, which shall be ten (10) days' notice, shall be sent to: Lisa Sagala, County Administrator, Manistee County, 415 Third Street, Manistee, MI 49660.

Contractor shall provide County with an original certificate of insurance, meeting all the requirements listed above, at least ten (10) days prior to the signing of the Contract. If any of the above policies expire during the term of this Contract, Contractor shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

Contractor agrees that it is the full responsibility of Contractor to pay any deductible or self-insured retention applicable to all policies listed above. The limits of insurance provided above are in no way to be considered a total limit of liability or responsibility of the Contractor.

13. GENERAL PROVISIONS

a. Integration

This Contract, together with any affixed schedules and exhibits, constitutes the entire understanding between the parties with respect to the subject matter of this Contract and supersedes any prior discussions, negotiations, agreements, and understandings. It may be amended only in a written instrument signed by both parties.

b. Choice of Law

This Contract will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity, and construction.

c. Notices

All notices and other communications required or permitted under this Contract when given in writing will be deemed given when delivered personally or by registered or certified mail, return receipt requested, addressed as follows, or any other address that is specified in writing by either party:

If to County:	Manistee County Board of Commissioners ATTN: County Controller/Administrator 415 Third St. Manistee, MI 49660
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If to Contractor:	GFL Environmental Inc. 280 Hughes Dr. Traverse City, MI 49696
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d. Non-waiver

Either party's failure to exercise a right or remedy or acceptance of a partial or delinquent performance will not operate as a waiver of any of the rights of that party to require full and timely performance by the other party.

e. Severability

Whenever possible, each provision of this Contract will be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibitions or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.

f. Assignment

No assignment of this Contract or any right or obligation under this Contract will be made by either party without prior consent of the non-assigning party. Notwithstanding the foregoing, either party may assign this Contract as part of a merger, acquisition, or other reorganization.

g. Counterparts

This may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

h. Injunctive Relief

The parties acknowledge that irreparable injury will result from the failure of either party to comply with the terms of this Contract. In the event of any actual or threatened default or breach of any of the provisions of this Contract, the aggrieved party will have the right to specific performance or injunctive relief, as well as monetary damages and any other appropriate relief.

i. Survival

The obligation of any party to hold the other party harmless from liability shall survive termination of this Contract with respect to occurrences during the term of this Contract.

j. Force Majeure

Neither party will be deemed to be in default or otherwise responsible for delays or failure in performance resulting from an act of God; acts of war or civil disturbance; epidemics; governmental action or inaction, (excluding action or inaction by Manistee County); fires; earthquakes; strikes; unavailability of labor, materials, power, or communication; or other causes beyond the reasonable control of the party.

k. Titles

Titles and heading to articles, sections, or paragraphs in this Contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Contract.

l. Attorney Review

The parties represent that they have carefully read this Contract and have consulted with their attorneys. The parties affirmatively state that they understand the contents of this Contract and sign this Contract as their free act and deed.

m. Third Party Beneficiaries

This Contract will not confer any rights or remedies on any third party, other than the parties to this contract and their respective successors and permitted assigns.

n. Attorney Fees

In the event of a dispute arising out of this Contract, each party will be responsible for their own attorney fees and costs.

o. Civil Rights

The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges or employment, or a matter directly or indirectly related to employment because of race, color, religion, age, sex, height, weight, handicapped status, or marital status.

14. TERMINATION**14.1 Termination by the County**

The County may, after giving the Contractor seven (7) days written notice, terminate this contract for any of the following reasons, any one of which shall constitute a material breach of this contract:

- a. The Contractor fails to perform the services set forth herein in a timely or effective manner and fails to correct the deficiency within thirty (30) days after receiving written notice from the County of such failure; or if the cure cannot be completed within thirty (30) days.
- b. The Contractor violates any municipal, county, state, or federal law, rule, or regulation in the performance of the services set forth herein.
- c. The Contractor commences a voluntary bankruptcy proceeding under any chapter of the U.S. Bankruptcy Code, as now or hereafter in effect.
- d. A petition is filed against the Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of said filing, or if the petition is filed seeking any such equivalent or similar relief against the Contractor under any other federal or state law in effect at the time.
- e. The Contractor assigns this contract or any portion thereof or assigns any of its performance obligations required as set forth herein without the prior written approval of the County.

14.2 Termination by the Contractor

The Contractor may stop service or terminate the contract if, through no act or fault of the Contractor, the County Recycling Program is suspended for a period of more than ninety (90) days by the County. Under this circumstance, the Contractor may, upon seven (7) days written notice to the County, terminate the Contract and recover from the County payment for completed services.

15. REPRESENTATIONS**15.1 Representations of the County**

The County represents to the Contractor that, at the time of this Agreement:

- a. The County is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.
- b. The County has the power, authority, and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof by the County
 - i. has been duly authorized by the County,
 - ii. does not require any other approvals by any other governmental officer or body, other than those permits, or approvals contemplated to be obtained after the date of execution of this Agreement,
 - iii. does not require any consent or referendum of voters,
 - iv. will not violate any judgment, order, law, or regulation applicable to the County
- c. This Agreement has been duly entered into and delivered by the County and, as of the Agreement Date, constitutes a legal, valid, and binding obligation of the County, fully enforceable in accordance with its terms.

- d. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the County's knowledge, threatened against the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the County of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the County in connection with the transactions contemplated hereby.

15.2 Representations of Contractor

Contractor represents that:

- a. Contractor is duly organized and existing in good standing under the laws of the State of Michigan.
- b. Contractor has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof
 - i. has been duly authorized,
 - ii. has all requisite approval of all governmental officers or bodies,
 - iii. will not violate any judgment, order, law, or regulation applicable to Contractor,
 - iv. does not constitute a default under or result in the creation of any lien, charge, encumbrance, or security interest upon any assets of Contractor under any agreement or instrument to which Contractor is a party or by which Contractor or its assets may be bound or affected.
- c. This Agreement has been duly entered into and delivered and, as of the date hereof, constitutes a legal, valid, and binding obligation of Contractor, enforceable in accordance with its terms.

Witnesses:

Natalie Zaguroli

Parties:

Manistee County Board of Commissioners

Jeff Dantz

BY: Jeff Dantz, Chairperson

Date: *11/16/21*

GFL Environmental Inc.

Mark Bevelhimer

BY: Mark Bevelhimer, General Manager

Date: *12/8/21*

Attachment A: Definitions

ATTACHMENT A

DEFINITIONS

“Board” refers to the Manistee County Board of Commissioners.

“Containers” means receptacles/dumpsters with sufficient capacity to allow collection of the recyclable materials specified herein.

“Contamination” or **“Contaminants”** means materials deposited in the containers that are not acceptable as recyclables as defined by the County in the Contractor’s Service Specifications.

“Contaminated Recyclable Material” means any Material not identified as acceptable materials.

“Contractor” refers to the contracted recycling drop-off service provider as per this agreement

“County” refers to Manistee County.

“Drop-off Sites” means designated locations determined by the County that are set up with recycling containers. The drop-off sites are generally unstaffed, and open seven days per week during daylight hours.

“End Markets” means the final manufacturing plant or business where the processed recyclables are sold to make a new product (for example, paper mills).

“Hazardous Waste” means any material or substance which is, as of the Agreement Date and for the duration of this Agreement, (including any future changes in statutory definitions in the following statutes or regulations, or any newly promulgated statutes or regulations), by reason of its composition or characteristics, (a) a hazardous waste, substance or material as defined in the Solid Waste Disposal Act, 42 USC §6901 *et seq.* and Michigan Statutes as amended, replaced or superseded, and the regulations implementing same, or (b) material the disposal of which is regulated by the Toxic Substances Control Act, 15 USC §2601, *et seq.*, as amended, replaced or superseded, and the regulations implementing same, (c) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954, (d) treated as hazardous waste under applicable Federal, State, or local law.

“Infectious Waste” means any of the following when not generated from a household or from a farm operation or agricultural business: (1) cultures and stocks of infectious agents and associated biologicals, including laboratory waste, biological production wastes, discarded live and attenuated vaccines, culture dishes, and related devices; (2) liquid human and animal waste, including blood and blood products and body fluids, but not including urine or materials stained with blood or body fluids;

(3) pathological waste; (4) sharps, (5) contaminated wastes from animals that have been exposed to agents infectious to humans, these being primarily research animals, and (6) waste treated as Infectious Waste pursuant to federal, State, or local laws.

“Material” refers to post-consumer recyclables generated by County citizens including paper (boxboard, brown paper bags, corrugated cardboard, junk mail, magazines, newspapers, office paper, phone books) and glass (brown, clear, and green), metals (aluminum, empty aerosol cans, steel, tin), and plastic packaging containers #1-#7, as well as other like materials agreed to by the parties.

“Non-recyclable waste” means that portion of Solid Waste, exclusive of hazardous waste or infectious waste, that is not recyclable material. For purposes of this Agreement, Non-recyclable Waste includes Contaminated Recyclable Material.

“Plan” refers to the approved Manistee County Solid Waste Management Plan, including updates as promulgated under Part 115 of P.A. 451 of 1994, as amended.

“Project” refers to the County Recycling Program developed under the State of Michigan (P.A. 69 of 2005) which is designed to meet the rural recycling needs of the County’s Plan.

“RC” refers to the County’s Recycling Coordinator.

“Recyclables Collection” means taking up of all recyclable materials accumulated in containers at designated drop-off sites and the transporting of the recyclable materials to a recycling facility/material recovery facility where they can be processed and/or transferred for marketing.

“Recycle/Recycling” means the process of collecting, sorting, processing, and preparing recyclable materials for use in manufacturing processes that do not cause the destruction of the recyclable materials in a manner that precludes further use.

“Recycling Facility” means the Single Stream Material Recovery Facility (MRF) in Traverse City where material collected from drop-off sites is delivered. At the Recycling Facility minor contaminants are removed, materials are sorted into specific commodities, and compacted/baled for bulk shipment to reputable processors/end markets.

“Revenue Sharing (Rebate) Program” means Contractor will pay County a rebate as determined by the Pulp & Paper Industry, to be calculated on a per ton basis.

“Single-Stream Recyclables” means co-mingled, recyclable materials placed in designated recycling container for the purpose of being recycled.

“Site(s)” refers to the drop-off sites serviced under this Contract.