



CLERK

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CONTROLLER/ADMINISTRATOR

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GREEN TEAM/RECYCLING COMMITTEE MINUTES

Thursday, October 28, 2021
8:30 a.m.

Manistee County Courthouse & Government Center
Board of Commissioners Meeting Room

MINUTES

Members Present: Eric Gustad (on-line, Filer Twp.), and Margaret Batzer,
Chairperson (on-line, City of Manistee)

Members Absent: Nikki Koons

Others Present: Sarah Archer, Iris Waste Diversion Specialists; Lisa Sagala,
County Administrator/Controller; Renee Mallison, Conservation
District; Julie Griffis, HR Generalist; and Jill M. Nowak, County
Clerk

The meeting was called to Order at 8:30 a.m.

NOTE – Items requiring Board Action are indicated in BOLD

The County Board and its Committees are operating remotely and electronically by Zoom under the Manistee County Board of Commissioners Resolution #2020-17, which declared a Local State of Emergency through December 31, 2021 due to the COVID-19 pandemic.

PUBLIC COMMENT

None.

P.A. 69 RECYCLING UPDATE

Sarah Archer, Iris Waste Diversion Specialists, reported that volumes are back to normal. (Appendix A) Bear Lake Township may be interested in joining the PA 69 recycling program. There have been two (2) more contaminations at recycling locations in October. Ms. Sagala

asked at what point can the program no longer run efficiently? There is only so much budgeted for contaminations. Ms. Archer is now wondering if someone isn't contaminating the sites intentionally as the frequency of the contaminations are becoming more frequent. The contaminations are at all different site locations and Ms. Archer noted that in speaking with her colleagues, contaminations happen but not at the frequency that it is happening in Manistee County. A separate container at the recycling site for oil is risky and Ms. Archer recommended a drop off site for oil would be better, but would it be used? The County would then have to arrange for disposal. When a load is contaminated, Ms. Archer receives a text with a picture and the site location from the hauler. If the relocation of the Onekama Township recycling site takes place, that could be a centralized, locked, and a monitored site and that would help with this issue. Discussion concerning the repercussions of residents having to travel to the Onekama site and continuing to co-op with Bay Area Recycling for Charities (BARC) was had. As well as startup costs for establishing a program which could be funded through the PA 69 tax or Township assessments, grants and possibly ARPA funds if some of those funds become unrestricted. Ms. Archer reported that at the Onekama Township Board Meeting, the Township Board authorized David Meister, Township Supervisor, to speak with the property owner to negotiate a purchase price for the 8 Mile Road property.

The second County Scrap Tire Event took place on September 25, 2021 at BARC in Kaleva, MI. The September event brought in about half of the tires as the June event. Total, there were approximately 1,500 tires and 152 cars. All townships and the City of Manistee were represented. Ms. Archer recommends that for next year, probably one event would be sufficient.

Ms. Archer reported on miscellaneous items. She is still awaiting award notification on the Recycling Infrastructure Grant. The application was submitted on August 18, 2021. Renewal of all eight (8) Interlocal Agreements have been signed. The new logo will be discussed at next month's meeting.

RFP FOR RECYCLING COORDINATOR

Ms. Sagala reported that the Conservation District is not interested in taking on the recycling program at this time. (Appendix C) The Conservation District Board feels they do not have the infrastructure, adequate resources or the expertise to support the program. The Conservation District notes they still want to support and partner with the County on recycling as they have for many years.

In light of the above Conservation District's decision, an RFP will be created cooperatively by Sarah Archer and Lisa Sagala.

REVISED RECYCLING DROP-OFF COLLECTION SERVICES AGREEMENT

A proposed draft of a Recycling Drop-off Collection Services Agreement was reviewed at the Board of Commissioners meeting on October 26, 2021. It was noticed that there was no out clause for the County. Therefore, a revised draft was presented to the Green Team that included

the out clause. (Appendix B) The added language is on page 12 under Section 14, entitled Termination. Ms. Sagala has also sent the contract to the Hauler for their review.

Moved by Gustad, seconded by Batzer to place the revised Recycling Drop-off Collection Services Agreement for review/approval on the November 2021 County Board Agenda. Ayes: All. Motion Carried.

OTHER ITEMS FROM COMMITTEE MEMBERS

None.

The meeting was adjourned at the Call of the Chair at 9:12 a.m.

Eric Gustad

Absent
Nikki Koons

Margaret Batzer, Chairperson

DRAFT

Appendix A

**Manistee County Green Team
Recycling Program Report – October 26, 2021
Sarah Archer, Iris Waste Diversion Specialists, Inc.**

The following is a summary of Recycling Program activity since September 21, 2021.

Meeting Attendance

- Manistee Chapter Michigan Townships Association Annual Meeting – September 22, 2021
- Green Team – September 23, 2021 - virtual
- Northwest Michigan Organics Group – September 30, 2021 - virtual
- Manistee Conservation District Special Board Meeting – October 1, 2021
- Onekama Township Board – October 13, 2021
- Brown Township Board – October 13, 2021
- Bear Lake Township Board – October 19, 2021
- Household Hazardous Waste Coordinating Committee – October 20, 2021

Current Volume Report

Total weight (pounds) of materials collected from 7 PA69 Recycling Program drop-off sites.

See attached Volume Report for details.

January	41,876	April	17,236	July	51,706	October	
February	26,602	May	35,030	August	60,172	November	
March	39,720	June	34,391	September	29,649	December	
Total To-Date							336,382

- There was a 43% reduction in volume for September 2021 compared to September 2020.
- Total program costs through September are \$10,348.65 higher than this time in 2020. *

*Collection costs are higher to-date due to six occurrences of oil contaminated loads that required landfill disposal, equipment cleanup costs, and extra trips to complete the collection route at a cost to-date of \$6,550.00. One day per week of additional service is provided to the Onekama site during peak months, Memorial Day through Labor Day at an extra charge which is reflected in the higher costs through August.

Education

- Monthly e-newsletter sent.
- September 28, 2021 – Presentation to Arcadia Book Club

Grant Projects

- EGLE SCRAP TIRE GRANT
 - Final event held Saturday, September 25, 2021 – 10:00 a.m. - 2:00 p.m. – Bay Area Recycling for Charities, Kaleva. See attached Event Summary.
- EGLE RECYCLING INFRASTRUCTURE GRANT
 - Awaiting award notification for application submitted on August 18, 2021, for funding to make site improvements to Onekama recycling site relocation.

Operations

- Archer attended the Onekama Township Board meeting on October 13 to provide information for the discussion regarding the property on 8 Mile Road and the Township's interest in purchasing the property for use as a recycling drop-off site. The Board approved Supervisor Meister to negotiate a purchase price with property owner.

Recruitment

- Archer attended the Bear Lake Township Board meeting on October 19 to suggest their consideration to participate in the PA69 Recycling Program. The Board will include this option during discussion of solid waste and recycling contracts at the November Board meeting.

Other

- 2022 PA69 Recycling Program Interlocal Agreement
 - The renewal of participation in the PA69 Recycling Program for 2022 has been completed by all eight townships. Signed Interlocal Agreements have been received by Arcadia, Brown, Cleon, Dickson, Maple Grove, Marilla, Onkama, and Springdale Townships.
- Manistee County Recycles logo
 - Concepts for a new recycling logo is **attached** for review.
- Recycling Coordinator Position
 - Met with Manistee Conservation District to discuss their interest in taking on the role of managing the PA69 Recycling Program. The Conservation District Board decided they do not have the resources to do so at this time.
 - RFP for Recycling Coordinator Position – Archer seeks approval to proceed with drafting the RFP with County Administrator.

Manistee County Scrap Tire Clean Up Grant 2021 Event Summary

Bay Area Recycling for Charities (BARC)
14407 Industrial Drive, Kaleva
June 26 and September 25, 2021 ~ 10am - 2pm

	June 26	September 25
Cash Collected	\$2,099	\$1,081
Tires Off Rims	978	518
Tires on Rims	38	14
Total Tires	1,016	532
Car Count	97	55
Iris Staff Present	Sarah Archer, Emma Riley	
Volunteers	Bear Lake Students Aspen Brave Bull Keera Greenwald Megan Gydesen Cole Merrill Ethaniel Ruiz Residents Paul Adamski, Brown Twp.	Bear Lake Students Destiny Edson Kaden Forward Keera Greenwald Megan Gydesen Connie Garcia Ella Smith Residents Paul Adamski, Brown Twp.
BARC Staff provided help with unloading vehicles and moving tires with forklift to tire trailers throughout event.		
Tire Hauler and Processing Company		CM Rubber Recycling, Coleman MI

Intake Survey Results

Heard of Event By:	June	Sep	Residency	June	Sep
Manistee News Advocate	20	14	Arcadia Township	2	2
Family or Friend	14	-	Bear Lake Township/Village	18	3
Social Media	11	2	Brown Township	5	1
Attended Before	7	9	Cleon Township/Copemish	1	-
Conservation District Email	5	1	Dickson Township/Brethren	5	6
Manistee County E-newsletter	3	-	Filer Township	1	2
Internet	3	3	Manistee City	6	1
Road Sign	-	4	Manistee Township/East Lake	10	9
Radio	7	1	Maple Grove Township/Kaleva	26	10
HHW Event	-	1	Marilla Township	1	6
Flyer	1	10	Norman Township/Wellston	7	2
			Onkama Township/Village	11	6
			Pleasanton Township	1	2
			Springdale Township	2	2
			Stronach Township	1	2

JANUARY	LBS	% Change from Previous Month
Arcadia Twp	9,128.0	-35%
Brown Twp	5,079.0	0%
Cleon Twp	3,807.0	0%
Dickson Twp	1,119.0	N/A
Maple Grove Twp	7,617.0	0%
Onekama Twp	12,171.0	-26%
Springdale Twp	2,955.0	-29%
JANUARY TOTALS	41,876.0	-15%
FEBRUARY		
Arcadia Twp	5,431.0	-68%
Brown Twp	3,076.0	-65%
Cleon Twp	1,987.0	-92%
Dickson Twp	604.0	-85%
Maple Grove Twp	3,973.0	-92%
Onekama Twp	9,225.0	-32%
Springdale Twp	2,306.0	-28%
FEBRUARY TOTALS	26,602.0	-57%
MARCH		
Arcadia Twp	9,341.0	72%
Brown Twp	4,152.0	35%
Cleon Twp	3,116.0	57%
Dickson Twp	1,316.0	118%
Maple Grove Twp	6,227.0	57%
Onekama Twp	12,452.0	35%
Springdale Twp	3,116.0	35%
MARCH TOTALS	39,720.0	49%
APRIL		
Arcadia Twp	3,741.0	-60%
Brown Twp	2,795.0	-33%
Cleon Twp	1,026.0	-67%
Dickson Twp	945.0	-28%
Maple Grove Twp	2,494.0	-60%
Onekama Twp	4,987.0	-60%
Springdale Twp	1,248.0	-60%
APRIL TOTALS	17,236.0	-57%
MAY		
Arcadia Twp	8,459.0	126%
Brown Twp	3,760.0	35%
Cleon Twp	2,820.0	175%
Dickson Twp	951.0	1%
Maple Grove Twp	4,940.0	98%
Onekama Twp	11,280.0	126%
Springdale Twp	2,820.0	126%
MAY TOTALS	35,030.0	103%
JUNE		
Arcadia Twp	7,570.0	-11%
Brown Twp	2,753.0	-27%
Cleon Twp	2,192.0	-22%
Dickson Twp	738.0	-22%
Maple Grove Twp	4,129.0	-16%
Onekama Twp	14,817.3	31%
Springdale Twp	2,192.0	-22%
JUNE TOTALS	34,391.3	-2%

JULY	LBS	% Change from Previous Month
Arcadia Twp	10,470.0	38%
Brown Twp	3,487.0	27%
Cleon Twp	2,513.0	15%
Dickson Twp	981.0	33%
Maple Grove Twp	6,614.0	60%
Onekama Twp	24,384.0	65%
Springdale Twp	3,257.0	49%
JULY TOTAL	51,706.0	50%
AUGUST		
Arcadia Twp	14,497.0	38%
Brown Twp	5,443.0	56%
Cleon Twp	3,227.0	28%
Dickson Twp	2,126.0	117%
Maple Grove Twp	7,587.0	15%
Onekama Twp	23,949.0	-2%
Springdale Twp	3,343.0	3%
AUGUST TOTAL	60,172.0	16%
SEPTEMBER		
Arcadia Twp	9,610.0	-34%
Brown Twp	1,800.0	-67%
Cleon Twp	1,274.0	-61%
Dickson Twp	649.0	-69%
Maple Grove Twp	2,830.0	-63%
Onekama Twp	12,481.0	-48%
Springdale Twp	1,005.0	-70%
SEPTEMBER TOTAL	29,649.0	-51%
OCTOBER		
Arcadia Twp	0.0	
Brown Twp	0.0	
Cleon Twp	0.0	
Dickson Twp	0.0	
Maple Grove Twp	0.0	
Onekama Twp	0.0	
Springdale Twp	0.0	
OCTOBER TOTAL	0.0	
NOVEMBER		
Arcadia Twp	0.0	
Brown Twp	0.0	
Cleon Twp	0.0	
Dickson Twp	0.0	
Maple Grove Twp	0.0	
Onekama Twp	0.0	
Springdale Twp	0.0	
NOVEMBER TOTAL	0.0	
DECEMBER		
Arcadia Twp	0.0	
Brown Twp	0.0	
Cleon Twp	0.0	
Dickson Twp	0.0	
Maple Grove Twp	0.0	
Onekama Twp	0.0	
Springdale Twp	0.0	
DECEMBER TOTAL	0.0	

YEAR TO DATE (In lbs.)	336,382.3
YEAR TO DATE (tons)	168.2

Year to date comparison by site

Totals in pounds	Sep-20	Sep-21	Totals in tons	Sep-20	Sep-21
Arcadia Twp	15,135.0	9,610.0	Arcadia Twp	7.6	4.8
Brown Twp	4,902.0	1,800.0	Brown Twp	2.5	0.9
Cleon Twp	3,777.0	1,274.0	Cleon Twp	1.9	0.6
Dickson Twp	N/A	649.0	Dickson Twp	N/A	0.3
Maple Grove Twp	7,309.0	2,830.0	Maple Grove Twp	3.7	1.4
Onekama Twp	16,992.0	12,481.0	Onekama Twp	8.5	6.2
Springdale Twp	3,777.0	1,005.0	Springdale Twp	1.9	0.5
Totals in pounds	51,892	29,649	Totals in Tons	25.9	14.8

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

This Contract is made as of the ___ day of October, 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
Onekama Township Hall 5435 Main Street, Onekama

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
Onkama Township Hall 5435 Main Street, Onkama	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

If to Contractor: GFL Environmental Inc.
280 Hughes Dr.
Traverse City, MI 49696

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:

Parties:

Manistee County Board of Commissioners

BY: Jeff Dontz, Chairperson

Date: _____

GFL Environmental Inc.

BY: Mark Bevelhymmer, General Manager

Date: _____

Attachment A: Definitions

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.

Appendix C



8840 Chippewa Highway
Bear Lake, MI 49614
231-889-9666 ext 3
www.manisteed2.org

Dear Green Team Committee,

The Manistee Conservation District Board of Directors has voted to decline to bid on the Recycling Coordinator Position for Manistee County. At this time, the MCD does not have the capabilities or adequate resources to support this position. We greatly appreciate that you considered us for taking on this role. Our intent is to continue our partnership on recycling as we have for many years. We hope that we can participate in other opportunities in the future to support the environmental sustainability projects in Manistee County.

Sincerely,

Manistee Conservation District Board of Directors