

Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CHAIRPERSON
Jeffrey Dontz
VICE-CHAIRPERSON
Brook Shafer

Margaret Batzer
Mark Bergstrom
Karen Goodman
Pauline Jaquish
Richard Schmidt

CLERK
Jill Nowak
(231) 723-3331
CONTROLLER/Administrator
Thomas Kaminski
(231) 398-3504

GREEN TEAM/RECYCLING COMMITTEE MINUTES

Thursday, November 30, 2017
9:30 a.m.

Manistee County Courthouse & Government Center
Board of Commissioners Meeting Room

MINUTES

Members Present: Karen Goodman, Margaret Batzer and Brook Shafer, Chairperson

Members Absent: None

Others Present: Julie Schmeling, Administrative Secretary; Sarah Archer, Iris Waste Diversion Specialists; Tom Kaminski, County Administrator/Controller; Jill M. Nowak, County Clerk

The meeting was called to Order at 9:30 a.m.

NOTE – Items requiring Board Action are indicated in BOLD

P.A. 69 RECYCLING UPDATE

Sarah Archer with Iris Waste Diversions Specialists, presented the Manistee County Green Team Recycling Program Report of November 30, 2017. (Appendix A) Ms. Archer reported that a few containers have been removed from Onekama, Arcadia and Springdale Township sites for the winter months. There will be interim pickups at busy times. A few new Business Sponsorships have been acquired. Mr. Shafer suggested to give some recognition to those businesses maybe through sign recognition while explaining what can be recycled from the holidays. Recycling education in monthly newsletters, on a website or an email list to the general public and/or township leaders is needed. Funds for public education may also be obtained from a USDA Rural Development Grant using some Staff in-kind services and a County commitment of \$5,000.

Ms. Archer attended the Michigan Regional Resource Recovery (3R) Project Meeting on October 27, 2017 at the Manistee County Road Commission. The Project Team is beginning to

identify priorities for a regional program. The 3R multi-county project would like to see a recycling center in Manistee County, with other counties bringing in their recycling materials, as Manistee County is the only County to be funding the 3R program, eventually those materials would end up in Traverse City at their processing facility.

Ms. Archer submitted the tire grant application to the MDEQ for 2018. Dates to be used for the tire recycle events are in September or October 2018

Moved by Batzer, seconded by Goodman to recommend the County apply for a \$35,000 Solid Waste USDA Rural Development Grant with Staff In-Kind Services and a County financial commitment in the amount of \$5,000 to be used for County-wide Recycling Education. Ayes: All. Motion Carried.

RECYCLING COORDINATOR & RECYCLING CONTRACT

Ms. Archer brought to the attention of the Committee that the Area 31 Recycling and Disposal Contract, LLC entitled Manistee County Recycling Drop-Off Collection and Processing Services Service Agreement (Appendix B) will be expiring December 31, 2018 as well as the contract between Manistee County and Iris Waste Diversion Specialists (Appendix C). Mr. Kaminski stated that even though it is early, the Committee will need to start thinking about whether the County will want to out for bid and to do so in time for budget purposes next year.

OTHER ITEMS FROM COMMITTEE MEMBERS

The Green Team/Recycling Committee will not have a Committee Meeting in December 2017.

The meeting was adjourned at the Call of the Chair at 10:39 a.m.

Brook Shafer, Chairperson

Karen Goodman

Margaret Batzer

APPENDIX A

**Manistee County Green Team
Recycling Program Report – November 30, 2017
Sarah Archer, Iris Waste Diversion Specialists, Inc.**

The following is a summary of Recycling Program activity since October 26, 2017

Meeting Attendance

- Green Team Meeting – October 26, 2017
- Michigan Recycling Coalition Northwest Michigan Regional Meeting – October 27, 2017
- Household Hazardous Waste Committee – November 7, 2017

Current Volume Report

Total weight (pounds) of materials collected from 5 recycling drop-off sites.

January	39,340	April	27,775	July	52,949	October	46,620
February	30,660	May	41,380	August	57,360	November	
March	30,580	June	40,517	September	41,782	December	
Total To-Date							408,963

- Volume through October was down from the same period in 2016 by 2%.
- Program costs through October are \$208.80 higher than the same period in 2016.

Education

- Monthly e-newsletter sent

Regional Resource Recovery (3R) Project

- A meeting was held on October 26 at the Manistee County Road Commission. The meeting notes are attached. The Project Team is beginning to identify priorities for a regional program.
- The next meeting will be held on November 30, 2017 at the Manistee County Road Commission from 1:00 - 3:00 pm. The meeting agenda is attached. -not

Other

- A tire grant application was submitted to the MDEQ for 2018. The grant funds would pay for 2 county-wide collection events. Grant awards are expected in March or April 2018.
- Recycling Coordinator and Tim Ervin met with USDA Rural Development staff regarding a Solid Waste Management grant to fund work on regional project as well as public education. Grant deadline is January 2. See attached memo summarizing the grant.
- Draft legislation to revise current Part 115 Solid Waste was issued in early November. The draft has not been thoroughly reviewed and is not yet endorsed by anyone, including the DEQ or Governor's office. Funding will not be a part of this bill but is being discussed within the Governor's office and will likely be addressed separately.

JANUARY	LBS	% Change from Previous Month	JULY	LBS	% Change from Previous Month
Arcadia Twp	8,589.0	7%	Arcadia Twp	18,425.0	43%
Brown Twp	5,738.0	5%	Brown Twp	3,942.0	-4%
Maple Grove Twp	6,609.0	31%	Maple Grove Twp	5,839.0	-0.4%
Onokama Twp	14,481.0	27%	Onokama Twp	20,563.0	44%
Springdale Twp	3,923.0	6%	Springdale Twp	4,180.0	23%
JANUARY TOTALS	39,349.0	17%	JULY TOTAL	52,949.0	31%
FEBRUARY			AUGUST		
Arcadia Twp	6,019.0	-30%	Arcadia Twp	17,064.0	-7%
Brown Twp	4,593.0	-20%	Brown Twp	5,252.0	33%
Maple Grove Twp	5,881.0	-11%	Maple Grove Twp	6,730.0	15%
Onokama Twp	10,979.0	-24%	Onokama Twp	23,878.0	16%
Springdale Twp	3,188.0	-19%	Springdale Twp	4,436.0	6%
FEBRUARY TOTALS	30,660.0	-22%	AUGUST TOTAL	57,360.0	8%
MARCH			SEPTEMBER		
Arcadia Twp	5,860.0	-3%	Arcadia Twp	12,517.6	-27%
Brown Twp	4,316.0	-6%	Brown Twp	4,185.0	-20%
Maple Grove Twp	6,568.0	12%	Maple Grove Twp	5,875.0	-13%
Onokama Twp	10,561.0	-4%	Onokama Twp	15,013.4	-37%
Springdale Twp	3,275.0	3%	Springdale Twp	4,191.0	-6%
MARCH TOTALS	30,580.0	-0.3%	SEPTEMBER TOTAL	41,782.0	-27%
APRIL			OCTOBER		
Arcadia Twp	5,554.0	-5%	Arcadia Twp	11,525.0	-8%
Brown Twp	3,888.0	-10%	Brown Twp	4,885.0	17%
Maple Grove Twp	5,566.0	-15%	Maple Grove Twp	7,963.0	36%
Onokama Twp	9,707.0	-8%	Onokama Twp	16,547.0	10%
Springdale Twp	3,060.0	-7%	Springdale Twp	5,700.0	36%
APRIL TOTALS	27,775.0	-9%	OCTOBER TOTAL	46,620.0	12%
MAY			NOVEMBER		
Arcadia Twp	11,074.0	99%	Arcadia Twp		
Brown Twp	5,295.0	36%	Brown Twp		
Maple Grove Twp	8,130.0	46%	Maple Grove Twp		
Onokama Twp	12,376.0	27%	Onokama Twp		
Springdale Twp	4,505.0	47%	Springdale Twp		
MAY TOTALS	41,380.0	49%	NOVEMBER TOTAL		
JUNE			DECEMBER		
Arcadia Twp	12,857.0	16%	Arcadia Twp		
Brown Twp	4,114.0	-22%	Brown Twp		
Maple Grove Twp	5,861.0	-28%	Maple Grove Twp		
Onokama Twp	14,282.0	15%	Onokama Twp		
Springdale Twp	3,403.0	-24%	Springdale Twp		
JUNE TOTALS	40,517.0	-2%	DECEMBER TOTAL		

YEAR TO DATE (in lbs.)	408,963.0
YEAR TO DATE (tons)	204.5

Year to date comparison by site

Totals in pounds	Oct-16	Oct-17	Totals in tons	Oct-16	Oct-17
Arcadia Twp	12,027.0	11,525.0	Arcadia Twp	6.0	5.8
Brown Twp	4,889.0	4,885.0	Brown Twp	2.4	2.4
Maple Grove Twp	4,942.0	7,963.0	Maple Grove Twp	2.5	4.0
Onokama Twp	14,605.0	16,547.0	Onokama Twp	7.3	8.3
Springdale Twp	4,017.0	5,700.0	Springdale Twp	2.0	2.9
Totals in pounds	40,480.0	46,620.0	Totals in Tons	20.2	23.3

Memorandum

To: Tom Kaminski and Manistee County Green Team
From: Sarah Archer, Recycling Coordinator
Date: November 27, 2017
RE: USDA Rural Development Solid Waste Management Grant Summary

Please find below a summary of the Solid Waste Management grant.

Grant Funding Description

- Grant purpose: Improve planning and management of solid waste sites in rural areas; provide technical assistance and/or training to help communities reduce the solid waste stream
- A grant agreement will be executed between the Grantee and the Agency
- Grant period is from October 1, 2018 through September 31, 2019
- Cash and in-kind resources – scoring based on 10% or higher demonstrated commitment

County Responsibility

- Applicants selected for funding must have an active registration with current information in SAM. www.sam.gov.

Application requirements

- Standard application forms
- Project proposal - project narrative, goals and objectives, work plan, budget and budget justification
- Evidence of legal authority, list of directors/officers and terms, audit, financial statements
- Grant application due Tuesday, January 2, 2018 at 11:59 pm

I would apply for funding to continue work on the regional resource recovery project as well as additional work for County recycling program improvements, specifically related to public education. Total grant request would be for \$35,000. A commitment by the Board of Commissioners of \$5,000 along with the in-kind time commitments of project participants will score the application at the highest level.

I look forward to discussing this grant opportunity at our upcoming Green Team meeting.

cc: Jill Nowak,
Clerk on 2/
addendum system
contract to 12/31/11
is attached.

MANISTEE COUNTY
RECYCLING DROP-OFF
COLLECTION AND PROCESSING SERVICES
SERVICE AGREEMENT

Exhibit B

This Contract is made as of the 26th day of DECEMBER, 2012 by and between the Manistee County Board of Commissioners with offices at 415 Third Street, Manistee, MI 49660 (hereinafter referred to as "County"), and Area 31 Recycling and Disposal, LLC with offices at 3695 N US 31, Scottville MI 49454 (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, 2012, Manistee County issued a Request for Quotation for Recycling Drop-Off Collection and Processing Services on October 15, 2012 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 Services:

1. Term

This Contract shall be effective January 1, 2013 for a contract period of three (3) years. One (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.

2. Contractor's Services

Contractor will furnish all labor, materials, tools, equipment and services required for collection, transportation, processing and marketing of all recyclable items from the following recycling locations that will be open and accessible twenty-four hours per day, seven days per week:

Site Name	Location
Arcadia Township Hall	3422 Lake Street, Arcadia
Betsie Valley School	17936 Cadillac Hwy, Thompsonville
Brown Township Hall	8233 Coates Hwy, Manistee
Maple Grove Township Hall	14420 Walta Street at Osmo Street, Kaleva
Onekama Township Hall	5435 Main Street, Onekama

Further, Contractor will support and/or participate in education, information and awareness programs that are focused on increasing the amount of materials recycled in Manistee County.

3. Contractor Compensation

The County shall pay Contractor within 30 days for services rendered based upon the following pricing:

	YEAR ONE	YEAR TWO	YEAR THREE
Rear-load container – picked up 1x per week			
8 cubic yard – per container per month	\$92.00	\$97.00	\$102.00
12 cubic yard – per container per month	\$138.00	\$145.00	\$153.00
16 cubic yard – per container per month	\$184.00	\$194.00	\$204.00
30 cubic yard roll-off – per haul	\$319.00	\$335.00	\$352.00
Recycling processing – per ton	\$36.00	\$38.00	\$40.00
Monthly rental rate per roll-off or rear-load container	\$92.00	\$92.00	\$92.00

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.

4. Additional Possible Fees

Contamination of recyclables: should any load of recyclables be contaminated with anything not acceptable by processor for recycling by more than 20% at any time said load shall be treated as solid waste and delivered to the disposal facility located within the County. Contractor shall bill the County and the County shall remit any and all charges associated with the proper disposal of the material.

Changes in Law: The rates, upon thirty (30) days written notice shall also 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 performances 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: Contract is predicated upon the base price of \$4.50 per gallon for diesel fuel. The Fuel Cost Adjustment (FCA), if any, will be based on the actual cost for diesel fuel each month and above the base price. The FCA will not be limited, and will float up or down as Contractor's cost of diesel fuel changes and will be billed each month, as necessary. At no time will the FCA drop below the base price of \$4.50/gallon. Documentation for fuel cost charges over \$4.50 per gallon shall be provided by the Contractor with monthly invoices.

5. Scope of Recyclables to be Collected

Contractor shall provide containers capable of receiving a variety of recyclables that, at a minimum, must include:

- a. Commingled paper (boxboard, brown paper bags, corrugated cardboard, junk mail, magazines, newspapers, office paper, and phone books)
- b. Commingled glass (brown, clear and green) metals (aluminum, empty aerosol cans, steel, tin) and plastics (#1-7, plastic bags #2 and #4)

Contractor will include the addition of other recyclables as market conditions and their capabilities allow.

Title to Recyclables

Title to said recyclables shall pass to the Contractor when the Contractor services the container to remove it off the premises of the County Drop-Off site. The waste collected by Contractor pursuant to this Contract shall not include Excluded Waste, Prohibited Waste and/or Hazardous Waste. Title to and liability for any Excluded Waste, Prohibited Waste and Hazardous Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor or County.

6. 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, bio hazardous, 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.

7. Recycling Collection Containers to be Provided

Contractor will provide at its expense recycling collection containers with capacity to meet expected demand as follows:

- a. Containers to be supplied by Contractor shall be capable of receiving recyclables as provided for in Section 5, above. The County and the Contractor shall work together to determine type and number of containers to adequately collect recyclables at each site.
- b. All recycling collection containers shall be consistent in design with traditional recycling containers. Specification and design must be submitted to the County for its approval prior to procurement. Once approved, the specification and design shall be incorporated into this Contract by attachment. Each container must have its own unique identification number on its exterior, visible from the front of the vehicle when transported.
- c. Containers shall be a color agreed upon by the County. Contractor will provide container signage that identifies the container as being a Manistee County recycling container with a logo supplied by the County. Signage should be appropriate and graphically attractive material, easily visible at each access opening. Contractor and the County will agree on layout, design, and content of the signage.
- d. Containers must be maintained in first class condition and repair at all times, provide sufficient clear space for safe and convenient access to users, and protect the integrity of recycled materials from the elements.
- e. The Contractor will maintain a spare of each container type that conforms to color and signage specifications as described above, to serve as the switching container in order to maintain uninterrupted access for the public at all times.

8. Collection Site Operation

Service levels and schedules will be determined by mutual agreement of both the Recycling Coordinator and Contractor to balance maximizing the volume provided within each container for managing the cost of transportation and maintaining a clean and healthy environment at the sites. Container inventories will be maintained by Contractor to ensure uninterrupted operations at each site. In the event during the term of this Contract any sites were to be relocated, Contractor will work with the Recycling Coordinator to develop a transition plan to notify the impacted community of the location change.

9. Processing and Marketing of Recyclables

Contractor will transport each recycle container to the Contractor's facility in Kaleva, or to Waste Reduction Systems, LLC in Ludington, and from either site the material will be loaded into semi trailers and transported to a recycling facility in Holland, Michigan, for processing and delivery to market. The materials will be sent to Holland until the Contractor's facility in Kaleva is completed.

All weights will be provided to the Recycling Coordinator on a monthly basis. Contractor will provide the County, on a quarterly basis, information as to the end products produced from materials collected. Any and all revenues derived from the sale of the commodities shall be retained by the Contractor.

10. Communications, Liaison, Reporting and Invoicing

Contractor shall carry out the work outlined in this agreement under the review and continuous liaison with the Recycling Coordinator and will provide monthly invoicing and reporting with site specific data on end disposition of recyclables, as mutually agreed upon by the Recycling Coordinator and Contractor.

11. Holidays

The following holidays are identified for purposes of this Agreement:

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

Contractor may decide to observe any or all of 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.

12. Contractor's Liability

Contractor will be responsible for insuring 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.

13. Performance Bond

Contractor shall provide to the County, at a value equal to half (1/2) the Contract, a Performance Bond (renewed annually) 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.

14. 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.

15. 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 number of pulls, date of each pull, payload weight, 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 - \$5,000 per incident.

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

16. Insurance

Contractor 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 do 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, and removal of all recyclables.

Property Insurance to provide adequate protection for all containers, equipment, and other incidental items used in Contractor's business. Manistee 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: Tom Kaminski, County Administrator, Manistee County, 415 Third St, Manistee, MI 49660.

Contractor shall provide Manistee 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 Contract.

17. 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:

Area 31 Recycling and Disposal, LLC
3695 N US 31
Scottville, MI 49454

- 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

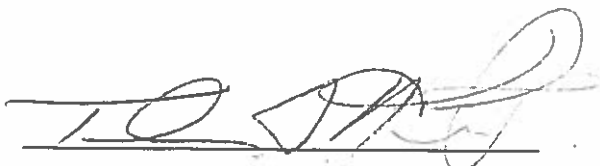
In the event of a dispute arising out of this Contract, each party will be responsible for their own attorney fees and costs.

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.

Dated: 12/26/12

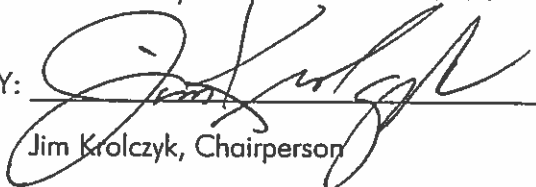
Witnesses:





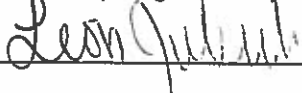
Parties:

Manistee County Board of Commissioners

BY: 

Jim Krolczyk, Chairperson

Area 31 Recycling and Disposal, LLC

BY: 

Leon Jabrocki, Owner

Addendum

Reference is made to the contract made between the Manistee County Board of Commissioners and Area 31 Recycling and Disposal, LLC on the 26 day of December 2012 for the Manistee County Recycling Drop-off Collection and Processing Services.

Be it known that the parties agree to a three-year extension, at the Year Three rate of said contract, for the period, January 1, 2016 through December 31, 2018.

This agreement may be terminated by either party upon six months prior written notice to the other party.

All other terms and conditions of the original contract will remain in full force and effect during this extension period.

Signed this 2nd day of December, 2015 in the presence of the witnesses identified below.

It is agreed.

Witnesses:

Parties:

Manistee County Board of Commissioners
By: Ken Hilliard, Chairman

Julio Schmeling

Ken Hilliard

Area 31 Recycling and Disposal, LLC
By: Leon S. Jabrocki, Owner

Rachel Weber

Leon S. Jabrocki

Original to 15. COMK
on 8/25/16

Appendix C

MANISTEE COUNTY RECYCLING PROGRAM MANAGEMENT SERVICES

SERVICE AGREEMENT

This Contract is made as of the 16th day of August, 2016 by and between the Manistee County Board of Commissioners with offices at 415 Third Street, Manistee, MI 49660 (hereinafter referred to as "County"), and Iris Waste Diversion Specialists with offices at PO Box 5708/315 W. Holland Street, Saginaw MI 48602 (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 Education Service Agreement with Contractor expires on August 31, 2016, and the County desires to maintain the continuity of the program by maintaining the services of the Contractor 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 Program Management Services:

1. Term

This Contract shall be effective September 1, 2016 for a contract period of two (2) years and four (4) months, expiring on December 31, 2018. One (1) year extension 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. This agreement may be terminated by either party upon six months prior written notice to the other party.

2. Contractor's Services

Contractor will furnish all labor, materials, and services required for Administrative and Operational Oversight of the County PA69 Recycling Program, including an education and outreach campaign focused on growing a sustainable recycling program for Manistee County by increasing the number of governmental units participating, working to achieve 100% participation throughout the County, and growing the program by increasing the amount of materials recycled in Manistee County. See Attachment A for detailed Statement of Services.

3. Contractor Compensation

The County shall pay Contractor on a monthly basis for services rendered at a weekly rate of \$550.00.

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:

Iris Waste Diversion Specialists, Inc.
PO Box 5708
Saginaw, MI 48603-0708

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.

Dated: 8/23/16

Witnesses:

Julie Schmeling

Julie Schmeling

Parties:

Manistee County Board of Commissioners

BY: *Jeffrey Dontz*
Jeffrey Dontz, Chairperson

Iris Waste Diversion Specialists, Inc.

BY: *Sarah Archer*
Sarah Archer, President

ATTACHMENT A

STATEMENT OF SERVICES

Program Administration

Communication

- Serve as the liaison between local units of government and the recycling program
- Regularly communicate and coordinate with the County Administrator's office
- Provide monthly activity reports

Meeting Attendance

- Manistee County Green Team
- Manistee County Board of Commissioners, as needed
- Michigan Townships Association – Manistee Chapter
- Networks Northwest – Solid Waste Advisory Meeting
- Local and regional meetings as practical

Partnerships

- Work collaboratively with community organizations to promote recycling

Program Development

- Strategic planning
- Monitor legislation and Michigan DEQ activity that may impact recycling program
- Write and implement grants as appropriate
- Identify options for handling hard to dispose of items i.e., sharps, pharmaceuticals, etc.
- Document Township program information

Vendor Invoice Monitoring

- Receive and verify charges
- Rectify discrepancies

Data Tracking

- Track and analyze volume data
- Provide volume and cost data reports

Budgeting

- Monitor budget
- Prepare annual budget for PA 69 program

Public Education

Public Inquiries

- Provide toll-free recycling hotline – 855-2goZERO (855-246-9376) – and respond to inquiries
- Respond to public inquiries regarding the recycling program via email and telephone

Quick Reference Guide

- Maintain 2goZERO Guide of alternative recycling and reuse options for Manistee County region

E-Newsletter

- Develop and email monthly recycling newsletter

Website Content

- Write website content to provide general information and support positive recycling behaviors
- Add content to recycling section on manisteecounty.com, as needed

Educational Literature/Signage

- Design Recycling Guidelines flyer and print as needed
- Develop educational information for message centers at recycling site

Media Management

- Respond to media inquiries regarding the recycling program
- Provide articles to the Manistee News Advocate on a regular basis

Public Presentations/Community Event Booths

- Provide educational public presentations, as requested and practical
- Participate in community events with an educational booth, as requested and practical

Operations

Collection Contractor Oversight

- Communicate regularly regarding volumes, contamination and collection service

Inventory and Collection Service

- Monitor and determine inventory necessary at each recycling site
- Adjust inventory on seasonal basis
- Set collection schedule and communicate irregular service needs to collection contractor

Site Monitoring

- Hire independent contractor site monitors
- Communicate regularly and provide support
- Purchase supplies, as needed
- Review inspection reports
- Authorize payment to site monitors
- Inspect sites on a regular basis
- Pick up batteries from Townships

Contamination Management

- Remove contaminants from sites
- Manage incidents of severe contamination
- Issue letters to violators

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