



Manistee County Board of Commissioners

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

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Jill Nowak
(231) 723-3331

CONTROLLER/ADMINISTRATOR

David A. Kieft, Jr.
(231) 398-3504

MANISTEE COUNTY GREEN TEAM/RECYCLING COMMITTEE

Thursday, August 23, 2018
8:30 A.M.

Manistee County Courthouse & Government Center
Board of Commissioners Meeting Room

AGENDA

- 1) Call to Order
- 2) Public Comment
- 3) Sarah Archer - P.A. 69 Recycling Update (APPENDIX A)
- 4) Discussion RE: Battery Recycling (APPENDIX B)
- 5) Other Items From Committee Members
- 6) Adjournment

APPENDIX A

Manistee County Green Team Recycling Program Report – August 23, 2018 Sarah Archer, Iris Waste Diversion Specialists, Inc.

The following is a summary of Recycling Program activity since July 26, 2018

Meeting Attendance

- Manistee Chapter Michigan Townships Association – July 25, 2018 – Springdale Township
- Green Team – July 26, 2018
- Household Hazardous Waste Committee – July 31, 2018 – Ludington

Current Volume Report

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

January	48,242	April	27,763	July	71,235	October	
February	31,401	May	41,180	August		November	
March	27,900	June	52,620	September		December	
Total To-Date							300,341

- There was a 35% increase in Volume for July from the same period in 2017.
- Program costs through July are \$2,208.98 higher than the same period in 2017.

Education

- Monthly e-newsletter sent
- Recycling web page updates were made

Operations

- Weathered message center boards were replaced at Brown, Maple Grove/Kaleva, Onekama and Springdale recycling sites. Replacement boards were provided at no-cost by the manufacturer.
- Recent changes to Republic Services recycling program does not affect the County PA69 recycling program. Materials collected through the PA69 recycling program are delivered to the American Waste Material Recovery Facility in Traverse City. The Recycling Coordinator has communicated with the VP of Operations for American Waste to confirm there is no change to currently acceptable materials.

Recruitment

- PA69 renewals will be requested at September Township Board meetings.
- Calls made to Norman Township Supervisor. Unable to leave voice mail.

Business Sponsors

- Sponsorship at the Ever-Green level (\$500) has been received by Camp Arcadia.

Grants

- 2018 Scrap Tire grant. Resident inquiries regarding the events are being received. Site and traffic logistics have been determined to minimize road back ups and wait times. Bear Lake Varsity football team will provide 5 volunteers for both events. An additional 5 volunteers capable of unloading cars and lifting tires are needed as well as two to three volunteers for each event to intake cars (residency verification, survey).
- The 2019 Scrap Tire grant application will be submitted using the DEQ online system. Manistee County has an account established that the Recycling Coordinator will use to submit the application. Clarification was provided by the DEQ verifying that there is not a funding match requirement. The deadline is September 7, 2018.
- Networks Northwest Community Growth Grant is being prepared for submission by September 10 deadline.

Regional Resource Recovery (3R) Project

- Planning continues for the Recycle Rama Northwest Michigan event on Saturday, September 29 from 10:00 am - 2:00 pm at Manistee High School Parking Lot.
- Collection Partners to-date and acceptable materials for recycling or reuse:
 - Books (Manistee Public Libraries)
 - Electronics – fees apply (Bay Area Recycling for Charities)
 - Mattresses – fees apply (Bay Area Recycling for Charities)
 - Non-working appliances – fees apply (Larry Bowling Recycling)
 - Working appliances (Love, Inc.)
 - Twin and full-size beds (Love, Inc.)
 - Kitchen tables and chairs (Love, Inc.)
 - Clean couches (Love, Inc.)
 - Winter coats and boots (Love, Inc.)
 - Foam packaging aka Styrofoam (In partnership with Oceana County Recycling)
 - Retired American Flags (VFW Post #6333)
 - Eyeglasses (Manistee Lion's Club)
 - Baby & Toddler Diapers (Lighthouse Pregnancy Center)
 - Formula (Lighthouse Pregnancy Center)
- Up-to-date Event information available on Alliance for Economic Success website: www.allianceforeconomicsuccess.com
- Sponsors to-date
 - Two Slices – Lunch sponsor
 - Amor Sign Studios – Sign discounts
 - Family Fare - \$25 gift card
 - Meijer - \$25 gift card
- Next Planning Meeting
 - Thursday, August 23, 12:00 - 2:00 pm at Alliance for Economic Success

Other

- Recycling Coordinator volunteered at the Household Hazardous Waste (HHW) event on Saturday, August 18. The event was well attended. Due to a limited budget it was necessary to limit the volume of material accepted. The event was closed an hour early to ensure funding to cover costs.
- A Household Paint Disposal Guide was funded by The Little River Band of Ottawa Indians for the Regional Conservation District HHW Committee. The flyers were distributed at the HHW events and will be available at the Conservation District's office. Flyers will also be placed in the lobby of the Manistee County Government building.

JANUARY	LBS	% Change from Previous Month
Arcadia Twp	8,820.0	76%
Brown Twp	6,297.0	64%
Maple Grove Twp	7,434.0	56%
Onekama Twp	15,705.0	75%
Springdale Twp	4,685.0	76%
Unassigned Extra Service	5,301	-44%
JANUARY TOTALS	48,242	39%
FEBRUARY		
Arcadia Twp	6,639.0	-25%
Brown Twp	4,466.0	-29%
Cleon Twp	N/A	N/A
Maple Grove Twp	6,163.0	-17%
Onekama Twp	10,869.0	-31%
Springdale Twp	3,264.0	-30%
FEBRUARY TOTALS	31,401.0	-35%
MARCH		
Arcadia Twp	5,712.0	-14%
Brown Twp	3,823.0	-14%
Cleon Twp	N/A	N/A
Maple Grove Twp	5,586.0	-9%
Onekama Twp	9,735.0	-10%
Springdale Twp	3,045.0	-7%
MARCH TOTALS	27,900.0	-11%
APRIL		
Arcadia Twp	6,535.0	14%
Brown Twp	3,391.0	-11%
Maple Grove Twp	5,561.0	0%
Onekama Twp	9,305.0	-4%
Springdale Twp	2,688.0	-12%
Unassigned Extra Service	283.0	N/A
APRIL TOTALS	27,763.0	0%
MAY		
Arcadia Twp	12,484.0	91%
Brown Twp	4,536.0	34%
Cleon Twp	0.0	N/A
Maple Grove Twp	6,737.0	21%
Onekama Twp	13,838.0	49%
Springdale Twp	3,585.0	33%
MAY TOTALS	41,180.0	48%
JUNE		
Arcadia Twp	16,139.0	29%
Brown Twp	6,077.0	34%
Cleon Two	348.0	N/A
Maple Grove Twp	9,267.0	38%
Onekama Twp	16,139.0	17%
Springdale Twp	4,650.0	30%
JUNE TOTALS	52,620.0	28%

JULY	LBS	% Change from Previous Month
Arcadia Twp	24,952.0	55%
Brown Twp	5,368.0	-12%
Cleon Twp	1,024	194%
Maple Grove Twp	8,052.0	-13%
Onekama Twp	27,948.0	73%
Springdale Twp	3,891.0	-16%
JULY TOTAL	71,235.0	35%
AUGUST		
Arcadia Twp		
Brown Twp		
Cleon Twp		
Maple Grove Twp		
Onekama Twp		
Springdale Twp		
AUGUST TOTAL		
SEPTEMBER		
Arcadia Twp		
Brown Twp		
Cleon Twp		
Maple Grove Twp		
Onekama Twp		
Springdale Twp		
SEPTEMBER TOTAL		
OCTOBER		
Arcadia Twp		
Brown Twp		
Cleon Twp		
Maple Grove Twp		
Onekama Twp		
Springdale Twp		
OCTOBER TOTAL		
NOVEMBER		
Arcadia Twp		
Brown Twp		
Cleon Twp		
Maple Grove Twp		
Onekama Twp		
Springdale Twp		
NOVEMBER TOTAL		
DECEMBER		
Arcadia Twp		
Brown Twp		
Cleon Twp		
Maple Grove Twp		
Onekama Twp		
Springdale Twp		
DECEMBER TOTAL		

YEAR TO DATE (in lbs.)	300,341.0
YEAR TO DATE (tons)	150.2

Year to date comparison by site

Totals in pounds	Jul-17	Jul-18
Arcadia Twp	18,425.0	24,952.0
Brown Twp	3,942.0	5,368.0
Maple Grove Twp	5,839.0	8,052.0
Onekama Twp	20,563.0	27,948.0
Springdale Twp	4,180.0	3,891.0
Unassigned Extra Service	N/A	N/A
Totals in pounds	52,949	70,211

Totals in tons	Jul-17	Jul-18
Arcadia Twp	9.2	12.5
Brown Twp	2.0	2.7
Maple Grove Twp	2.9	4.0
Onekama Twp	10.3	14.0
Springdale Twp	2.1	1.9
Unassigned Extra Service	N/A	N/A
Totals in Tons	26.47	35.11



Corporate Office:
5900 Brighton Pines Court
Howell, MI 48843
800.852.8127

West Coast Office:
618 E. Auto Center Drive, Suite 111
Mesa, AZ 85204
customerservice@batterysolutions.com

Date	Customer #	Quotation #
8-21-2018		18-000690

Prepared for:	Account Manager
Company Name: Manistee County Address: Bear Lake, MI 49614	Name: Sarah Archer /IRIS Phone: 989-272-5057 Email: sarah@iriswastediversion.com
	Susan McGeorge 248-446-5628 susan@batterysolutions.com

Battery Recycling Quotation

Material Reference #	Description	Price per lb.
BDA-102 / BDZ-116	Alkaline (Consumer) / Zinc-Carbon Alkaline	\$0.40
BDA-127	Alkaline/Zinc Large Configuration	\$0.60
BDN-108	Dry NiCd	\$0.15
BDH-111/112	Dry NiMH	(\$0.20)
BDM-107/117	Mercury Containing Batteries / Zinc-Air w Mercury	\$7.50
BDX-101	Button Cells	\$3.50
BDT-106/121	Lithium Primary/Lithium Sulfur	\$3.25
BDT-119	Lithium Thionyl Chloride	\$3.25
BDT-104	Lithium-ion (Post-Consumer)*	(\$0.10)
BDT-123/124	Lithium-ion Cell Phone/Laptop/Modem Batteries	(\$0.20)
BDT-130	Lithium-ion Damaged	\$4.25
SEO-519	Lithium Transponders/Devices/AEDs	\$3.25
BWN-307/308	Wet NiCd	\$1.00
BNL-201/203/208	Sealed Lead Acid	(\$0.10)

This price list features the most common battery chemistries. Please note we accept all chemistries and will quote them at your request. All information contained within this price list is valid for 30 days. Thereafter, all prices and applicable charges are subject to change.

Material must be packaged according to U.S. DOT guidelines. Current packaging instructions & requirements can be found on our website: www.batterysolutions.com/resources/packaging-instructions

Shipments with non-conforming material and/or packaging may be subject to the following fees:

Terminal Protection	\$0.60/lb.
Debris Removal	\$50.00/hr.
Labor Hours (Repackaging, Clean-up)	\$60.00/hr.
Waste Materials Disposal - Dry	TBD
Waste Materials Disposal - Wet	TBD

- BSL reserves the right to reject all or part of any non-conforming load.
- Pricing does not include freight. BSL will provide a freight quote upon request.
- *Iron Phosphate Li-ion will be subject to a recycling fee.

Thank you for your consideration. Please do not hesitate to contact me if you have any questions.

Kind Regards,
Susan McGeorge

T&C and Quote accepted by

Date

Battery Solutions, LLC Standard Transaction Terms

I. AGREEMENT

The Battery Solutions, LLC ("BSL") Standard Transaction Terms ("Standard Terms") are incorporated in and made a part of any quote, proposal, purchase order or agreement ("Proposal") to which the Standard Terms are attached or in which reference is made to the Standard Terms. The Standard Terms and Proposal may be collectively referred to as the "Agreement." The Agreement shall be binding on BSL and the customer named on the Proposal ("Customer"). BSL and Customer may be collectively referred to as "Parties."

II. TRANSACTION

BSL shall either:

- A. Purchase the material described in the Proposal (the "Material") pursuant to the Proposal; or
- B. Provide services in accordance with those specified on the Proposal ("Services").

III. CHANGES TO SERVICE

Changes to the Services must be in writing and signed by an authorized representative of BSL or otherwise acknowledged by BSL. If such changes result in an increase in the cost of the Services or affect the projected completion date of the Services BSL shall have the power to adjust the cost of the Services commensurate with such changes. Prices quoted by BSL are based on information provided by the Customer. If information furnished by the Customer is not accurate BSL shall have the power to adjust the cost of the Services to the amount BSL would have charged if the correct information had been provided by the Customer. Cancellation of Services in progress will result in a partial charge commensurate with the percentage of Services completed at the time of cancellation.

IV. PAYMENT

A. BSL shall pay Customer for any Material purchased within thirty (30) business days after the Material is delivered to BSL or its designee. The purchase price for the Material shall be based upon the weight of the Material, excluding packaging materials, as determined by BSL.

B. Customer shall pay BSL for Services in accordance with the Proposal. BSL reserves the right to assess a late fee of two (2%) percent per month, or, if lower, the maximum amount permitted by applicable law, on all amounts more than thirty (30) days past due, retroactive to the first date the payment was due. If Customer fails to pay any amount due to BSL: (1) BSL may accelerate all or any portion of the amounts due under the Agreement and Customer shall immediately pay the same to BSL; (2) BSL may suspend and/or stop performance of Services and Customer shall pay all costs and fees associated with any such suspension; (3) BSL may pursue all remedies available and the pursuit of any remedy shall not constitute an election of remedies or otherwise prevent BSL from pursuing all remedies consecutively or concurrently; and (4)

Customer shall pay BSL all costs of collecting the amounts due BSL, including, but not limited to interest, court costs, expert fees, attorneys' fees, and all other service, default and special fees imposed by BSL.

V. PERFORMANCE BY CUSTOMER

A. Packaging. Customer shall package and ship all Material to BSL in accordance with the packaging and shipping instructions and requirements attached hereto or otherwise furnished to Customer by BSL ("Packaging and Shipping Requirements").

B. Inspection. BSL reserves the right to inspect any Material received from Customer to determine its compliance with the Packaging and Shipping Requirements.

C. Noncompliance Notification. Where BSL determines that Material received from Customer (1) does not conform to the Material as represented by Customer or (2) is not packaged in accordance with the Packaging and Shipping Requirements:

1. With respect to the purchase of Material BSL reserves the right to purchase the Material and (A) charge the Customer any additional costs incurred by BSL because the Customer failed to comply with the Packaging and Shipping Requirements or because the Material is not as represented by the Customer; or (B) return the Material and charge the Customer for repackaging, for re-directing the Material, shipping charges or other charges incurred by BSL because the Material was not as described by the Customer.

2. With respect to the performance of Services BSL reserves the right to terminate the Proposal, cease performance of Services and charge Customer the full price under the Proposal as if BSL fully performed. BSL also reserves the right to (A) perform the Services and charge the Customer any additional costs incurred by BSL because the Customer failed to comply with the Packaging and Shipping Requirements; or (B) return the Material and charge the Customer for repackaging, for redirecting the Material and shipping charges.

VI. PERFORMANCE BY BSL-SERVICES

A. Time. Representations as to the time for performance of Services are approximate only. Partial performance of Services shall be permitted.

B. Availability. In the event that Customer prevents BSL from performance of any or all Services, BSL may terminate the Proposal or, at BSL's option, reschedule the time for performance of the Services and charge Customer for any extra expenses incurred, including any incidental or consequential damages occasioned by the prevention.

C. Acknowledgment of Services. BSL shall have no obligation to furnish a letter of reclamation, a certificate of receipt, or any other type of receipt, acknowledgment or confirmation regarding Services, shipment of material,

receipt of material, or other matters if the Customer requests the same more than 12 months after the Services are performed.

D. Force Majeure. BSL shall not be liable for any delay in performance as a result of war, fire, flood, accidents, acts of God, terrorism, embargoes, acts of third parties, acts of any governmental body, breakdown of equipment, shortages of material, labor or power, labor strikes, work stoppage or labor unrest, or any other cause beyond BSL's control. If any of the foregoing events occur, BSL may declare the Proposal terminated.

VII. RISK OF LOSS

Customer shall bear the risk of loss for Material in transit from Customer's location until the Material is delivered.

VIII. DISCLAIMER OF WARRANTY

BSL's sole warranty with respect to the Services is that BSL will perform all Services in accordance with due care and generally prevailing industry standards ("Warranty") and in compliance with state and federal hazardous material regulations. **IN NO EVENT SHALL BSL BE LIABLE UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND, AS A RESULT OF BSL'S FAILURE TO PERFORM THE SERVICES IN ACCORDANCE WITH THIS WARRANTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL,**

CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF BSL HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE WARRANTY SET FORTH IN THIS SECTION IS IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE SERVICES, EXPRESS OR IMPLIED. CUSTOMER SHALL NOTIFY BSL IN WRITING OF ANY AND ALL CLAIMS FOR BREACH OF WARRANTY BY BSL WITHIN THIRTY (30) DAYS AFTER OCCURRENCE THEREOF.

IX. LIMITATION OF LIABILITY

BSL'S LIABILITY TO CUSTOMER FOR BREACH OF ANY TERMS AND CONDITIONS OF THIS AGREEMENT, SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE FEE PAID OR TO BE PAID BY CUSTOMER TO BSL IN CONNECTION WITH THE SERVICES OR IN THE CASE OF THE PURCHASE OF MATERIAL THE PURCHASE PRICE FOR THE MATERIAL.

Without limitation to the generality of the foregoing limitation, BSL shall not be liable for any damage or loss caused by the improper or unapproved use of any material to be recycled by BSL in connection with the performance of the Services, including use and handling of such items by persons other than the Parties.

X. INDEMNIFICATION

Except to the extent proximately caused by the gross negligence, recklessness or willful misconduct of BSL, Customer shall indemnify, defend and hold harmless BSL, its present and future affiliates and their respective officers, directors, employees and agents from and against any and all expenses, including, but not limited to, hazardous waste storage or cleanup fees, and reasonable attorneys' fees, damages, judgments, losses incurred by any such indemnified party as a result of or in connection with any claim, demand, or cause of action asserted by a third party for physical injury to or death of persons, physical damage to property or the

environment, arising out of, or in connection with BSL's performance of Services or the purchase of Material.

XI. RESOLUTION OF DISPUTES

A. Arbitration. Except for fees owed by the Customer to BSL, the Parties shall arbitrate any and all disputes arising out of this Agreement in Southfield, Michigan utilizing a single arbitrator unless other procedures are agreed upon in writing between the Parties. The award of the arbitrator may be filed with the clerk of the appropriate court having jurisdiction in Oakland County, Michigan. Judgment may be rendered by the court upon the arbitration award and execution may be issued upon the Judgment in accordance with MCL 600.5001-5035 and Michigan Court Rule 3.602 or their successor provisions.

B. Severability. If any term of the Proposal and/or Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provision of this Proposal and/or Agreement shall remain in full force and effect.

C. Entire Agreement. This Agreement, together with the Proposal, attachments, exhibits or supplements specifically referenced in this Agreement, constitute the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior, oral or written representations and agreements between the Parties.

XII. TERMINATION

BSL may terminate this Agreement upon thirty (30) days written notice thereof to Customer for any reason whatsoever. The indemnity obligations shall survive any termination of this agreement.

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