



CLERK

Jill M. Nowak
(231) 723-3331

CONTROLLER/ADMINISTRATOR

Lisa Sagala
(231) 398-3504

Board of Commissioners

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Jeffrey Dontz

VICE-CHAIRPERSON

Karen Goodman

Margaret Batzer

Eric Gustad

Pauline Jaquish

Nikki Koons

Richard Schmidt

**MANISTEE COUNTY
GREEN TEAM/RECYCLING COMMITTEE**

Thursday, December 02, 2021
8:30 A.M.

Manistee County Courthouse & Government Center
Board of Commissioners Meeting Room and via Zoom

AGENDA

- 1) Call to Order
- 2) Public Comment
- 3) Sarah Archer - P.A. 69 Recycling Update
 - a. Recycling Program Report (APPENDIX A)
- 4) Materials Management County Engagement Grant (APPENDIX B)
- 5) Manistee County Recycles Logo (APPENDIX C)
- 6) Recollect Subscription Services Agreement (APPENDIX D)
- 7) Recycling Program Management Contract Addendum (APPENDIX E)
- 8) Other Items From Committee Members
- 9) Adjournment

Appendix A

Manistee County Green Team Recycling Program Report – December 1, 2021 Sarah Archer, Iris Waste Diversion Specialists, Inc.

The following is a summary of Recycling Program activity since October 27, 2021.

Meeting Attendance

- Manistee Chapter Michigan Townships Association Meeting – October 27, 2021
- Green Team – October 28, 2021 - virtual
- Household Hazardous Waste Coordinating Committee – November 12, 2021 - virtual
- Bear Lake Township Board – November 16, 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 | 29,392 |
| February | 26,602 | May | 35,030 | August | 60,172 | November | |
| March | 39,720 | June | 34,391 | September | 29,649 | December | |
| Total To-Date | | | | | | | 364,774 |

- There was a 24% reduction in volume for October 2021 compared to October 2020.
- Total program costs through October are \$10,601.86 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 September.

Education

- Monthly e-newsletter sent.
- November 18, 2021 – Presentation to Onekama Near & Farr Friends

Grant Projects

- **EGLE SCRAP TIRE GRANT**
 - Final grant reimbursements submitted on November 11, 2021.
 - 2022 Grant expected to release early 2022.
- **EGLE RECYCLING INFRASTRUCTURE GRANT**
 - Awaiting award notification for application submitted on August 18, 2021, for funding to make site improvements to new Onekama recycling site.
- **EGLE MATERIALS MANAGEMENT COUNTY ENGAGEMENT GRANT**
 - Purpose of the grant “is to help counties transition from solid waste management to materials management.”
 - Grant period – December 15, 2021 – November 2022
 - Networks Northwest will pursue grant on behalf of Counties as an opportunity to fund and determine the feasibility of a Regional Materials Management Plan
 - \$12,000 per County for multi-county applications; no match requirement from participating Counties; commitment of time to gather data and information
 - Commissioners authorized County Administrator to participate at November Board meeting

Operations

- Contract has been fully executed between County and GFL Environmental for recyclables collection at PA69 Recycling Program drop-off sites.
- Onekama Township is moving forward with purchase of the property on 8 Mile Road for use as a recycling drop-off site.
- Oil contamination at Dickson Township recycling site – November 22
- The recycling site at Springdale Township Hall will close at the end of the year. A banner has been displayed at the current recycling site to notify residents of the closure and the PA69 Recycling locations they can use.

Recruitment

- Archer attended the Bear Lake Township Board meeting on November 16. The Board voted to participate in the PA69 Recycling Program effective January 1, 2022. They will close the recycling site at the Township Hall and direct residents to existing PA69 Recycling sites. A banner has been provided to the Township to display at the current recycling site notifying residents of the closure and the PA69 Recycling locations they can use.

Other

- Manistee County Recycles logo
 - **ACTION ITEM** - Concepts for a new recycling logo is attached for review and decision.
- ReCollect Waste Advisor
 - 300 first time users since launched in June 2021.
 - Preparing simple instructions for local units of government to add the Waste Advisor online search tool to their websites. Instructions will be emailed during December.
 - Subscription Service Agreement
 - Term – 3 years; February 20, 2022 – February 19, 2025
 - \$2,055 annual subscription amount, plus increase of rate of US Consumer Price Index as defined by the US Bureau of Labor and Statistics.
 - **ACTION ITEM** – Approve renewal of subscription service agreement
- Recycling Coordinator Position
 - RFP for Recycling Coordinator Position issued 11-29-2021
 - **ACTION ITEM** - Addendum to current contract with Iris Waste Diversion Specialists for extension through January 31, 2022.

Manistee County PA 69 Recycling Program Monthly Volume Data Report

October 2021

| 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 | 8,076.0 | -16% |
| Brown Twp | 2,492.0 | 38% |
| Cleon Twp | 1,674.0 | 31% |
| Dickson Twp | 1,158.0 | 78% |
| Maple Grove Twp | 4,253.0 | 50% |
| Onekama Twp | 8,810.0 | -29% |
| Springdale Twp | 1,929.0 | 92% |
| OCTOBER TOTAL | 28,392.0 | -4% |
| 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.) | 364,774.3 |
| YEAR TO DATE (tons) | 182.4 |

Year to date comparison by site

| Totals in pounds | Oct-20 | Oct-21 |
|-------------------------|---------------|---------------|
| Arcadia Twp | 9,143.0 | 8,076.0 |
| Brown Twp | 4,064.0 | 2,492.0 |
| Cleon Twp | 2,932.0 | 1,674.0 |
| Dickson Twp | N/A | 1,158.0 |
| Maple Grove Twp | 5,977.0 | 4,253.0 |
| Onekama Twp | 12,191.0 | 8,810.0 |
| Springdale Twp | 2,932.0 | 1,929.0 |
| Totals in pounds | 37,239 | 28,392 |

| Totals in tons | Sep-20 | Sep-21 |
|-----------------------|-------------|-------------|
| Arcadia Twp | 4.6 | 4.0 |
| Brown Twp | 2.0 | 1.2 |
| Cleon Twp | 1.5 | 0.8 |
| Dickson Twp | N/A | 0.6 |
| Maple Grove Twp | 3.0 | 2.1 |
| Onekama Twp | 6.1 | 4.4 |
| Springdale Twp | 1.5 | 1.0 |
| Totals in Tons | 18.6 | 14.2 |

MATERIALS MANAGEMENT COUNTY ENGAGEMENT GRANT ACTIVITIES AND DELIVERABLES

The purpose of this grant is to help counties transition from solid waste management to materials management.

Single County = \$10,000 per county
Multi-County = \$12,000 per county*

**Multi-counties must notify of regional collaboration when completing the grant agreement.*

To receive 90% of funding, Counties must:

- Submit a [Grant Commitment](#).
- Certify discussions of regional collaboration.
- Agree to attend a Department of Environment, Great Lakes, and Energy (EGLE) sponsored materials management event.

The remaining 10% of funding will be distributed upon submission of the final report.

Completing these activities will help counties to:

- Create partnerships within regions and counties.
- Understand current materials management gaps and challenges.
- Highlight future changes to the planning process.
- Outline steps that can occur now at the county/regional level to assist with the development of future materials management programs and infrastructure.

Awarded To: A specific county or multi-county area/region under the direction of a specified Designated Planning Agency (DPA), that will act as the responsible party for completing the activities outlined below. For this document, the county(s) will be referred to as the awardee and the specified DPA will be referred to as the grantee.

Grant period: 12 months. All Grant Agreements must be completed by December 15, 2021, and all subsequent work completed by November 2022.

By completing and certifying the Grant Commitment, the awardee is accepting and committing to the requirements of this grant. All activities agreed upon must be completed and documented within the timeframe to EGLE in the form of a final deliverables report. If completion of these requirements is not met, grant monies are forfeited and must be returned to the State of Michigan. The county's ability to complete these activities may affect the grantee's ability to receive future materials management plan funding.

Prior To Receiving Funding Counties must complete these 3 tasks:

- 1) Certify that the DPA will attend a regional engagement web event hosted by EGLE or approved partners.
 - The DPA and others, as appropriate, will attend a materials management focused workshop to learn more about available grants, resources, and next steps for Materials Management Planning (MMP), which are approved by EGLE.

- 2) Begin discussions for regional partnership opportunities for materials management planning activities.
 - Review materials management needs and identify potential collaboration opportunities between counties.
 - Provide documentation of communications between counties to EGLE.
- 3) Submit, through [Survey Monkey, an official Grant Commitment](#) acknowledging that the county will complete each action step listed below.
 - The county or counties must designate a representative responsible for completing a Grant Agreement request to EGLE.

Activities for County(s)

- 1) Complete discussions on regional partnership opportunities for MMP activities.
 - Review materials management needs and identify potential collaboration opportunities between counties. Coordinate with EGLE/Resource Recycling Systems (RRS) to review observations/recommendations from the Materials Management Infrastructure and Program Project, also known as the [Mega Data Project](#).
 - Provide documentation of communications between counties to EGLE.
- 2) The DPA will serve as a local contact for RRS to complete the Mega Data Project.
 - Action Steps:
 - i) The awardee will sign a statement with RRS indicating that they will serve as the contact for their county(s) and complete the action steps as described.
 - ii) The awardee will validate data collected and summarized in the RRS "MMP County Profile - Current Conditions Summary" developed for the Mega-Data Project and send a statement of verification once reviewed.
 - iii) Work with EGLE and RRS to review the list of materials management programs compiled by RRS. Determine gaps in municipally run programs, county run programs, and other programs.
- 3) Promote municipal engagement in education and outreach activities for materials management planning.
 - Action Steps:
 - Promote the completion of the Emerge Municipal Measurement Program (eMMP) using resources provided by EGLE and RRS.
 - The expectation is for each county to obtain 2/3 of their municipality's participation in the eMMP. If municipalities are reluctant to join the eMMP, the DPA will send outreach material to the municipalities several times through different modes of communication.
 - Encourage local units of government to attend workshops or meetings hosted by RRS to build awareness and understanding of how to operate and provide convenient, cost-effective, and comprehensive materials management programs.
 - Encourage local units of government to attend an EGLE and RRS sponsored workshop on Materials Management topics.
 - EGLE and RRS will develop a schedule of conferences, events, webinars, meetings, etc.
 - Promote webinars held by EGLE, RRS, or Michigan Recycling Coalition (MRC), regarding materials management activities at the local level.
- 4) Establish or continue conversations with interested parties on materials management topics. See below for specific objectives to determine potential participants and their involvement.
 - EGLE can provide suggestions on *potential participants*.
 - **Action Steps:**
 - i) The awardee will provide a list of participants along with meeting notes, agendas, or brainstorming topics.
 - ii) The grantee will coordinate with EGLE, RRS, and MRC to identify a list of possible additional interested parties in the county(s) and to review steps to increase their engagement. Work with RRS to identify information/knowledge gaps and/or training needs.

Materials Management Needs Assessment

- 1) Review the County Profile(s) developed through Mega Data Project with RRS.
 - Review deficiencies and opportunities within the current materials management programs and infrastructure throughout the county(s).
 - Consider specific topics areas and their potential impacts to your materials management programs (i.e. disaster debris management, impacts to energy/climate, regionalization of watersheds, opportunities for closed landfills).
 - Review current county/municipal agreements and ordinances related to materials management.
 - **Action Steps:**
 - i) Determine the most impactful program improvements and/or infrastructure investments and indicate how these suggestions could be implemented within your county. Determine any barriers to accomplishing these goals (resources, policy, etc.).
 - ii) Consider the list of deficiencies and opportunities provided by the Mega Data project. Identify the top five needs within the county(s) that will lead to increased opportunities within your materials management programs and infrastructure.
 - iii) Consider the list of deficiencies and opportunities provided by the Mega Data project. Identify the top three materials management related projects that the county(s) would like to implement/accomplish and the associated benefit to your residents.
 - iv) Identify any opportunities for improved contracting, ordinances, and/or sustainable funding mechanisms to support materials management activities.
- 2) Determine changes and impacts due to potential legislative changes to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
 - **Action Steps:** Evaluate potential impacts of the elimination of import/export authorizations (i.e., how to maintain programs with loss of funding, protection of capacity, renegotiate hauler contracts).
- 3) Determine if/how to integrate other sustainable practices into a future materials management planning such as: energy recovery and savings, decarbonization, sustainability, pollution prevention, social equity, and climate resiliency.
 - **Deliverables:** Provide a summary of how these ideas could be integrated into future Materials Management Plans.
 - **Action Steps:** Determine if/how energy recovery and savings, decarbonization, sustainability, pollution prevention, social equity, and climate resiliency can be included in Materials Management Plans.

Final reports should be completed and sent to the Materials Management Division email below no later than November 15, 2022.

For questions or comments, please reach us at EGLE-MaterialsManagementPlanning@michigan.gov.

EGLE promotes the equitable treatment and meaningful involvement of Michigan's residents regarding the development, implementation, and enforcement of laws, regulations, and policies. Equitable treatment means that no group of people bears a disproportionate share of the negative consequences resulting from governmental, industrial, or commercial operations and policies. Meaningful involvement means all people have an opportunity to participate in decisions that affect their environment and/or health.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

To request this material in an alternative format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

Manistee County Recycles *Logo Concepts*

Version 1

COUNTY OF
manistee
RECYCLES



Version 2

manistee
COUNTY RECYCLES



Version 3

manistee
COUNTY RECYCLES



Version 4:

COUNTY OF
manistee
RECYCLES





SUBSCRIPTION SERVICES AGREEMENT

1. Agreement

This Subscription Services Agreement (this "**Agreement**") is made as of the Effective Date set forth below between RECOLLECT SYSTEMS INC., a British Columbia company having an address at Suite 528 - 3381 Cambie St., Vancouver BC V5Z 4R3, Canada ("**ReCollect**") and the Customer set forth under Section 2 below and includes: (a) Sections 1-6 of this Subscription Service Agreement (the "**Cover Pages**"); (b) the Schedule entitled "**General Terms and Conditions**"; (c) each other schedule listed in Section 5 below (and all service terms and conditions set forth therein) or subsequently entered into by the parties (together with the General Terms and Conditions, the "**Schedules**"); and (d) all order forms issued and accepted hereunder (each, an "**Order Form**"). Each service ("**Service**") provided hereunder shall be the subject of a Schedule (a "**Service Schedule**") that shall include a description of such Service and any additional terms and conditions applicable to such Service. After the Effective Date, the parties may include additional Services by attaching new Service Schedules and Order Forms. Each such Service Schedule shall be effective on the date specified in the applicable Order Form (or if not specified, on the date the applicable Order Form is signed by both parties). The General Terms and Conditions shall apply until the last expiration date of any Service Schedule or Services offered under this Agreement.

| | |
|-------------------------------------|-------------------|
| Effective Date: | February 20, 2022 |
| Termination Date: | February 19, 2025 |
| Contract Number: | 2021836 |
| Initial Subscription Amount: | \$2,055 |
| Service Addresses | <30,000 |

2. Customer Information

| | |
|---|---------------------------------|
| Customer: | Manistee County |
| Contact Name: | Lisa Sagala |
| Contact Title: | County Controller/Administrator |
| Address: | 415 Third Street |
| City, State/Province, Zip/Postal Code: | Manistee, MI 49660 |
| Phone: | 231-398-3500 |
| Email: | lsagala@manisteecountymi.gov |

3. Billing Information

| | |
|---|---------------------------------|
| Contact Name: | Lisa Sagala |
| Contact Title: | County Controller/Administrator |
| Billing Address: | 415 Third Street |
| City, State/Province, Zip/Postal Code: | Manistee, MI 49660 |
| Phone: | 231-398-3500 |
| Email: | lsagala@manisteecountymi.gov |

4. ReCollect Information

Address: ReCollect Systems Inc.
Suite 528 - 3381 Cambie St.
Vancouver, BC, V5Z 4R3, Canada

Contact Name: Luke Closs

Phone: 1-888-291-0604 x304

Email: contracts@recollect.net

5. Schedules

- List of included Schedules:**
- A. General Terms and Conditions
 - B. Order Form
 - C. Service Schedule

6. Authorization

Customer acknowledges that it has read and understands this Agreement.

This Agreement is executed as of the Effective Date by authorized representatives of Customer and ReCollect:

RECOLLECT SYSTEMS INC.

MANISTEE COUNTY, MI

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

SCHEDULE A: GENERAL TERMS AND CONDITIONS

1. **INTERPRETATION**

1.1. Defined terms set forth on the Cover Pages apply to these General Terms and Conditions and each of the Schedules.

1.2. All references to dollars or "\$" in this Agreement refer to US dollars, if the Customer's address as set forth on the Cover Pages is not within Canada, or to Canadian dollars, if the Customer's address as set forth on the Cover Pages is within Canada.

1.3. In these General Terms and Conditions, reference to a section or article refers to a section or article of these General Terms and Conditions unless otherwise indicated. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender and neutral forms of such words, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereto," "hereunder" and derivative or similar words refer to this entire Agreement, (iv) references to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection, (v) references to any Person include the successors and permitted assigns of such Person and (vi) references from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if."

1.4. In this Agreement:

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or other, whether at Law, in equity or otherwise.

"Affiliate" means any entity controlling, controlled by or under common control with a party (in each case whether directly or indirectly) where "control" means the ownership of greater than 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity.

"API" means the application programming interface of ReCollect, which may be used to interact with the ReCollect Platform from third-party software applications.

"App Store Addendum" means the App Store Addendum, if any, attached to and forming part of this Agreement.

"Business Day" means any day of the year, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

"Confidential Information" means all information disclosed by a party (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. ReCollect's Confidential Information includes the ReCollect Platform, and each party's Confidential Information includes its business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

"Customer Content" means (i) all Intellectual Property created, acquired, or licensed by the Customer or its Representatives and provided to ReCollect or distributed by the Customer or its Representatives via the ReCollect Platform; (ii) any other materials or information (including any documents, data, graphics, images, text and content) provided by or on behalf of Customer or any User to the extent prepared without any contribution by ReCollect; and (iii) any modifications, enhancements, adaptations or derivative works of any of the foregoing.

"Customer Data" means all proprietary and confidential data provided by the Customer for use, storage, or access by ReCollect in the course of providing the Services, and/or any data created or made available to ReCollect by Users.

"Damages" means any losses, liabilities, damages or out-of-pocket expenses (including reasonable legal fees and expenses).

"Effective Date" means the Effective Date set forth on the first page of this Agreement.

"Intellectual Property" means any domestic or foreign intellectual property, registered or unregistered, including patents, copyrights, designs, trade-marks, trade names, business names, corporate names, inventions, trade secrets, proprietary and non-public business information, Confidential Information, know-how, methods, processes, technology, software, data, schematics, content, specifications, graphics, photos, logos, artwork and documentation relating to any of the foregoing.

"Fees" has the meaning given in Section 5.1.

"Governmental Authority" means any federal, provincial, territorial, municipal or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Law" means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, order or other requirement or rule of law of any Governmental Authority.

"Personal Information" means any information about an identifiable individual collected by ReCollect in the course of providing the Services (other than the name, title and business contact information of the Customer's Representatives).

"Population" means the population within the municipality, region or other area served by the Customer in the course of the Customer's waste collection service.

"ReCollect Content" means any Intellectual Property created, acquired, or licensed by ReCollect and included in the ReCollect Platform and/or the Services, other than Customer Content.

"ReCollect Materials" means the ReCollect Platform, the ReCollect Content, the ReCollect Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by ReCollect in connection with the Services or otherwise comprise or relate to the Services, the ReCollect Platform or the ReCollect Systems. For the avoidance of doubt, ReCollect Materials do not include Customer Content.

"ReCollect Systems" means the information technology infrastructure used by or on behalf of ReCollect in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by ReCollect or through the use of third-party services.

"ReCollect Platform" means ReCollect mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that ReCollect provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"Renewal Term" has the meaning given in Section 4.2.

"Representative" means, with respect to a party, any employee, contractor (excluding the other party), agent or representative of a party.

"Service Critical Incidents" means any defect in the ReCollect Platform that significantly impairs the Customer's ability to use the ReCollect Platform.

"Services" has the meaning given in Section 1 of the Cover Pages.

"Service Address" means a residential or business address served by the Customer in the course of the Customer's waste collection service.

"Taxes" has the meaning given in Section 5.5.

"Term" has the meaning given in Section 4.2.

"Termination Date" has the meaning given in Section 1 of the Cover Pages.

"Unavoidable Event" means, in respect of a party, any event beyond the reasonable control of such party, including acts of God, flood, labor disturbances, earthquakes, storms, fire, lightning, epidemic, war, riots, civil disturbance or disobedience, restraint by government body, or default by a third party internet, infrastructure or service provider.

"User" means an end user of the Services.

"Waste Wizard" means the functionality in the ReCollect Platform that allows a customer to search by item to determine the correct way to dispose of the item.

2. **SERVICES**

- 2.1. ReCollect will provide the Services set forth in each Order Form to Customer and its authorized Users during the Term in accordance with the terms and conditions set forth in this Agreement and in accordance with the description of the Services in the applicable Service Schedule.
- 2.2. ReCollect hereby grants, and Customer hereby accepts, a limited and non-exclusive license to use the ReCollect Platform during the Term upon the terms and conditions specified in this Agreement.
- 2.3. Customer will reasonably cooperate with and assist ReCollect in order to coordinate the performance of ReCollect's obligations under this Agreement, including by furnishing all Customer Data and Customer Content reasonably requested by ReCollect.

3. **APP STORE MANAGEMENT**

- 3.1. If necessary in order to perform the Services, ReCollect and Customer will comply with the terms and conditions of the App Store Addendum (if any) in relation to management of app store accounts as part of the Services.

4. **TERM**

- 4.1. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with this Agreement, will continue for an initial term expiring on the Termination Date.
- 4.2. This Agreement shall automatically renew on the Termination Date or the last day of the then-current Renewal Term for additional one (1) year periods (each a **"Renewal Term"**), unless a party provides written notice of termination to the other party at least 30 days before the Termination Date or the end of the then-current Renewal Term, as applicable (in which case this Agreement will terminate on the Termination Date or at the end of the then-current Renewal Term, as applicable). The **"Term"** shall mean the initial term beginning on the Effective Date and ending on the Termination Date together with any Renewal Terms.

5. **FEES AND PAYMENT TERMS**

- 5.1. **Fees.** Customer will pay to ReCollect the fees set forth in each Order Form (the **"Fees"**). Payment obligations are non-cancellable and Fees paid are non-refundable except as expressly provided herein. Quantities purchased cannot be decreased during the Term.
- 5.2. **Service Addresses or Population.** ReCollect sets its Fees based on the number of Service Addresses of the Customer or the Population of the Customer's service area as applicable. To the extent that Customer uses the Services for a number of Service Addresses or Population in excess of the number of Service Addresses or Population specified on the Cover Pages (as may be updated by subsequent Order Forms from time to time), ReCollect will be entitled to increase the Fees proportionately upon written notice to the Customer.
- 5.3. **Inflation.** The Fees will increase on each one year anniversary of the Effective Date by the rate of CPI inflation as defined by the United States Bureau of Labor Statistics (if Customer's address as set forth on the Cover Pages is not within Canada) or as defined by Statistics Canada (if Customer's address as set forth on the Cover Pages is within Canada).
- 5.4. **Payment terms.** ReCollect will invoice Customer annually in advance in respect of the Fees due upon signing this Agreement for the first year of the Term. Subsequent invoices will be sent for each subsequent year of the Term. Payment will be due 30 days following receipt of ReCollect's invoice. Customer is responsible for providing ReCollect with complete and accurate billing and contact information and notifying ReCollect of any changes to such information.
- 5.5. **Taxes.** The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, **"Taxes"**). Customer is responsible for paying all Taxes associated with its purchase of Services. If ReCollect has the obligation to pay or collect Taxes for which Customer is responsible under this Section 5.4, ReCollect will invoice Customer for the amount of the Taxes and Customer will pay the amount to ReCollect unless it first provides ReCollect with a valid tax exemption certificate authorized by the appropriate taxing authority.

- 5.6. **Overdue charges.** ReCollect has the right to apply an overdue fee of 1.5% per month (equivalent to 19.6% per year) to accounts which undisputed amounts are not paid by the due date.
- 5.7. **Suspension of service.** If any undisputed amounts owing by Customer are 60 or more days overdue, ReCollect may, without limiting its other rights and remedies, suspend its provision of ReCollect Services to Customer until such amounts are paid in full.
- 5.8. **Payment Disputes.** ReCollect will not exercise its rights under Sections 5.6 and 5.7 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.9. **Credit Card payments.** There is a 3.0% handling charge for accepting payment by credit card for invoices.
- 5.10. **Fees for Renewal Terms.** The applicable Fees for any Renewal Term will be mutually agreed to by the parties before the start of the Renewal Term. If the parties do not come to agreement as to the appropriate Fees, the Fees in place immediately prior to the commencement of the Renewal Term will continue to apply (subject to Sections 5.2 and 5.3) until the parties come to agreement, or, at ReCollect's option, this Agreement may be terminated upon notice to the Customer by ReCollect.

6. **INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Title to the ReCollect Materials (excluding any Customer Content incorporated therein) shall at all times remain with ReCollect or its third party licensors as applicable. Customer acknowledges that the Services and the ReCollect Materials are proprietary to ReCollect and that all rights thereto are owned by ReCollect or its third party licensors as applicable. The Customer further acknowledges that the ReCollect Materials contain trade secrets of ReCollect and that the ReCollect Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the ReCollect Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the ReCollect Platform.
- 6.2. Customer represents and warrants that it either owns or has permission to use the Customer Content, and it hereby grants ReCollect a limited and non-exclusive license to use the Customer Content during the Term in connection with the Services.
- 6.3. ReCollect represents and warrants that it either owns or has permission to use the ReCollect Content, and it hereby grants the Customer a limited and non-exclusive license to use the ReCollect Content during the Term in connection with the Services.
- 6.4. ReCollect further represents and warrants that the provision of the ReCollect Services will not infringe any third party intellectual property rights enforceable in Canada or the United States, provided that if ReCollect believes or it is determined that any part of the software comprising the ReCollect Services has or may have violated a third party's Intellectual Property Rights, ReCollect may choose to either modify the ReCollect Services to be non-infringing (while substantially preserving their utility) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ReCollect may terminate this Agreement without penalty other than to refund any portion of the Fees attributable to the period following the date of such termination.
- 6.5. The Customer hereby grants ReCollect a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into the ReCollect Platform any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer or its Representatives relating to the Services and/or the ReCollect Platform.

7. **DATA SECURITY AND PRIVACY**

- 7.1. **Data Ownership.** The Customer shall retain all right, title and interest in and to the Customer Data. ReCollect shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and the ReCollect Platform (including, without limitation, data obtained as a result of analyzing the Customer Data and data derived therefrom), and ReCollect will be free to use such information and data to provide the Services, to improve and enhance the ReCollect Platform and for other development, diagnostic and corrective purposes for its internal business use. In no event shall ReCollect otherwise reproduce, sell, disclose, publicize or exploit Customer Data without the prior written consent of the Customer.
- 7.2. **ReCollect's obligations.**
- 7.2.1. In the course of providing the ReCollect Services, ReCollect may collect, use, store, retain, transfer, disclose and/or dispose of ("Handle" or "Handling") Personal Information.
- 7.2.2. ReCollect's Handling of Personal Information is subject to its "Terms of Use" (<https://policy.recollect.net/terms>) and "Privacy Policy" (<https://policy.recollect.net/privacy>) in effect from time to time, as posted to its website.

D-7

- 7.2.3. ReCollect shall not Handle Personal Information except in compliance with applicable privacy Laws. ReCollect is solely responsible for the use of Personal Information by its Representatives, and shall ensure that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information. Without limiting the generality of the foregoing:
 - (a) ReCollect shall use industry accepted practices to protect Personal Information in its custody or control against theft, loss and unauthorized use or disclosure.
 - (b) Whenever ReCollect transfers Personal Information over the internet, it will employ appropriate cryptographic protocols such as Transport Layer Security (TLS) encryption.
 - (c) ReCollect shall keep confidential all Personal Information and will not disclose Personal Information to third parties (which for clarity does not include its employees and agents, to the extent such persons require such Personal Information for the purpose of ReCollect's provision of the ReCollect Services), except as may be required by Law.
- 7.2.4. ReCollect will notify the Customer at the first reasonable opportunity, and in any event within 24 hours of becoming aware that any Personal Information has been stolen, lost, or accessed by unauthorized persons.
- 7.2.5. ReCollect shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the Services is otherwise unavailable.
- 7.2.6. ReCollect shall grant the Customer one month of free service should the Services experience downtime of more than 10 hours in a month, other than planned downtime for reasons of maintenance. ReCollect shall give the Customer 72 hours' notice in advance to any planned downtime, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month.
- 7.2.7. Upon the Customer's request, ReCollect will immediately suspend or disable general access or the access of any specific persons to the Services, and, upon the Customer's request, restore such access. During the Term, and except as otherwise provided in this Agreement, ReCollect shall not suspend, disable, or restore such access without the Customer's consent.
- 7.2.8. Within 10 Business Days of the termination of this Agreement, ReCollect shall provide the Customer a copy of all Personal Information and written confirmation of the deletion of all Personal Information from all servers under its control.

7.3. Customer's Obligations

- 7.3.1. The Customer shall not Handle Personal Information except in compliance with applicable privacy Laws. The Customer is solely responsible for the use of Personal Information and the ReCollect Platform by its Representatives, and shall ensure that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information.
- 7.3.2. The Customer shall take all reasonable measures to ensure that the ReCollect Platform is protected against use or access by unauthorized persons.
- 7.3.3. The Customer shall notify ReCollect at the first reasonable opportunity, and in any event within 24 hours if it becomes aware that any Personal Information accessible through the ReCollect Platform is stolen, lost, or accessed by unauthorized persons.
- 7.3.4. The Customer will not use the ReCollect Platform to store or transmit (i) unauthorized, infringing, libelous, or otherwise unlawful or tortious material, (ii) material in violation of third-party privacy rights, or (iii) code, files, scripts, agents or programs intended to do harm, including, for example, computer viruses or malware. Customer acknowledges that the ReCollect Platform is a passive conduit for the transmission of Customer Content and ReCollect shall have no liability for any errors or omissions or for any material described in clauses (i) through (iii) of the previous sentence, or for any losses, Damages, claims, suits or other Actions arising out of or in connection with any Customer Content sent, accessed, posted or otherwise transmitted via the ReCollect Platform.
- 7.3.5. The Customer's access to the ReCollect Platform is subject to ReCollect's reasonable rules and restrictions in effect from time to time. ReCollect will provide the Customer notice in writing of any such rules and restrictions or changes thereto.

- 7.4. **Data Backup.** ReCollect regularly backs up Customer Data provided to ReCollect, including work product generated by ReCollect, in accordance with industry standard practices, for use in connection with the Services. Such backups are retained for the purpose of continuity in provision of the Services and will be maintained and replaced from time to time pursuant to ReCollect's data retention policies. For clarity, the Services are not intended to be a substitute for Customer keeping regular data backups or redundant data archives of Customer Data provided to ReCollect (for

example route data and GIS data) for Customer's other purposes. ReCollect's obligations in relation to data backups are limited to using commercially reasonable efforts to maintain backups for use in connection with the Services. ReCollect will have no obligation or liability any loss, alteration, destruction, damage, corruption or recovery of Customer Data.

8. **CONFIDENTIALITY**

- 8.1. **Required Disclosure.** Each party may disclose this Agreement and the terms hereof if and to the extent required by law. If permitted by law, the party so required to disclose this Agreement agrees to give the other party prior notice of any such disclosure.
- 8.2. **Protection of Confidential Information.** Neither party will use or disclose any Confidential Information of the other party except as expressly permitted by this Agreement. Each party will direct its Representatives to comply with this Section 8.2 and will be responsible for any breach of this Section 8.2 by its Representatives.

9. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 9.1. Each party represents and warrants to the other party that:
- 9.1.1. it is a corporation or Governmental Authority formed and validly existing in the jurisdiction of its formation;
- 9.1.2. it has all required power and capacity to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
- 9.1.3. the execution of this Agreement by its Representative whose signature is set forth on the applicable execution pages hereof has been duly authorized by all necessary action on its part; and
- 9.1.4. when executed and delivered by each of the parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
- 9.2. ReCollect represents, warrants and covenants to Customer that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.
- 9.3. Customer represents, warrants and covenants to ReCollect that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by ReCollect and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.
- 9.4. **DISCLAIMER OF CONDITIONS AND WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1, SECTION 9.2 AND SECTION 9.3, ALL SERVICES AND RECOLLECT MATERIALS ARE PROVIDED "AS IS" AND RECOLLECT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND RECOLLECT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, RECOLLECT MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES OR RECOLLECT MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (a) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (b) OPERATE WITHOUT INTERRUPTION; (c) ACHIEVE ANY INTENDED RESULT; (d) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT; OR (e) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. **INDEMNIFICATION**

- 10.1. **ReCollect Indemnification.** ReCollect shall indemnify, defend and hold harmless Customer from and against any and all Damages incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate of Customer) to the extent that such Damages arise from any allegation in such Action that Customer's or a User's use of the Services (excluding Customer Data and Customer Content) in compliance with this Agreement infringes any third party's Intellectual Property rights. The foregoing obligation does not apply to any Action or Damages arising out of or relating to any:

- 10.1.1. access to or use of the Services or ReCollect Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by ReCollect;
- 10.1.2. modification of the Services or ReCollect Materials other than: (i) by or on behalf of ReCollect; or (ii) with ReCollect's written approval in accordance with ReCollect's written specification; or
- 10.1.3. failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of ReCollect.
- 10.2. **Customer Indemnification.** Customer shall indemnify, defend and hold harmless ReCollect from and against any and all Damages incurred by ReCollect in connection with any Action by a third party (other than an Affiliate of ReCollect) to the extent that such Damages arise out of or relate to any:
 - 10.2.1. Customer Data, including any processing of Customer Data by or on behalf of ReCollect in accordance with this Agreement; or
 - 10.2.2. ReCollect's use of Customer Content in providing the Services in accordance with this Agreement.
- 10.3. **Indemnification Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified under Section 10.1 or Section 10.2, as the case may be. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defence and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its obligations under this Section 10 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
- 10.4. **Mitigation.** If any of the Services or ReCollect Materials are, or in ReCollect's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party's Intellectual Property rights, or if Customer's or any User's use of the Services or ReCollect Materials is enjoined or threatened to be enjoined, ReCollect may, at its option and sole cost and expense:
 - 10.4.1. obtain the right for Customer to continue to use the Services and ReCollect Materials materially as contemplated by this Agreement;
 - 10.4.2. modify or replace the Services and ReCollect Materials, in whole or in part, to seek to make the Services and ReCollect Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and ReCollect Materials, as applicable, under this Agreement; or
 - 10.4.3. by written notice to Customer, terminate this Agreement with respect to all or part of the Services and ReCollect Materials, and require Customer to immediately cease any use of the Services and ReCollect Materials or any specified part or feature thereof, provided that, if such termination occurs, Customer will be entitled to a refund of any portion of the previously paid Fees attributable to the period following the date of such termination.
- 10.5. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND RECOLLECT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND RECOLLECT MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

11. LIMITATION OF LIABILITY

- 11.1. **MUTUAL LIMITATION OF LIABILITY.** NEITHER PARTY'S LIABILITY WITH RESPECT TO THIS AGREEMENT WILL EXCEED ONE MILLION DOLLARS (\$1,000,000). THE ABOVE LIMITATION APPLIES WHETHER AN ACTION IS UNDER CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL THEORY.
- 11.2. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** IN NO EVENT SHALL RECOLLECT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION ARISING OUT OF THE OPERATION OF OR INABILITY TO OPERATE THE SERVICES OR THE RECOLLECT PLATFORM. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO

DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. **TERMINATION**

12.1. **Termination.** In addition to any other express termination right set forth elsewhere in this Agreement:

12.1.1. ReCollect may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than 60 days after ReCollect's delivery of written notice thereof.

12.1.2. either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach:

(a) is incapable of cure; or

(b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

12.2. **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

(b) ReCollect shall immediately cease all use of any Customer Data or Customer's Confidential Information and

(i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information; and

(ii) erase all Customer Data and Customer's Confidential Information from the ReCollect Systems;

(c) Customer shall immediately cease all use of any Services or ReCollect Materials and

(i) promptly return to ReCollect, or at ReCollect's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any ReCollect Materials or ReCollect's Confidential Information; and

(ii) erase all ReCollect Materials and ReCollect's Confidential Information from all computer systems that Customer directly or indirectly controls;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control:

(i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable Law;

(ii) ReCollect may retain Customer Data in its then current state and solely to the extent and for so long as required by applicable Law;

(iii) Customer may retain ReCollect Materials in its then current state and solely to the extent and for so long as required by applicable Law;

(iv) ReCollect may also retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course; and

(v) all information and materials described in this Section 12.2(d) will remain subject to all confidentiality, security and other applicable requirements of this Agreement;

(e) ReCollect may disable all Customer and User access to the Services and ReCollect Materials;

(f) if Customer terminates this Agreement under Section 12.1.2, Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and ReCollect will refund to Customer all Fees paid in advance for Services that ReCollect has not performed as of the effective date of termination; and

(g) if ReCollect terminates this Agreement under Section 12.1.1 or Section 12.1.2, all Fees that would have become payable had this Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of ReCollect's invoice therefor.

12.3. **Surviving Terms.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 6, Section 7, Section 8, Section 11, Section 12 and Section 13.

13. **EMERGENCY NOTIFICATIONS**

13.1. Customer covenants and agrees that it has and will maintain primary safety and emergency response procedures, including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "First Responders"). Customer acknowledges and agrees that ReCollect is not a First Responder, and that the ReCollect Services do not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the ReCollect Services.

14. **GENERAL**

14.1. **Notices.** Any notice required or permitted to be given to the parties by this Agreement or by Law may be delivered to the intended recipient at its address or e-mail address set forth on the Cover Pages. Any party may change its address for notice from time to time by notice given in accordance with the foregoing, and any subsequent notice shall be sent to such party at its changed address.

14.2. **Assignment.** Neither party may transfer or assign its rights and obligations under this Agreement without obtaining the other party's prior written consent except to an Affiliate of such party (in which case, the party will remain liable for such Affiliate's actions or omissions) or to a purchaser of all or substantially all of such party's assets, securities or business.

14.3. **Amendments and Waivers.** This Agreement may not be modified or amended except by written agreement. No provision of this Agreement may be waived except in writing by the party providing the waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.4. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters dealt with herein. All previous agreements, understandings, and representations, whether written or oral, between the parties have been superseded by this Agreement. For greater certainty, the Customer warrants that it has not relied on any representation made by ReCollect which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including publicity material produced by ReCollect.

14.5. **Governing Law.** This Agreement is governed by and will be interpreted and construed in accordance with the Laws of the state or province of the Customer as set forth under "Customer Information" on the Cover Pages.

14.6. **Relationship of the parties.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship between the parties.

14.7. **Unavoidable Events.** No party will be regarded as being in default in performance of any obligations under this Agreement, or liable for any Damages, if such party is delayed or hindered in the performance of, or unable to perform, such obligations, or such Damages arise, as a consequence of an Unavoidable Event.

14.8. **Severability.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and shall be severed from the balance of this Agreement without invalidating or affecting the remaining provisions of this Agreement in that or any other jurisdiction, which remaining provisions shall continue in full force and effect.

14.9. **Execution.** This Agreement may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

End of General Terms and Conditions

D-12

Customer: MANISTEE COUNTY, MI

Contract Number: 2021836

SCHEDULE B: ORDER FORM

| | |
|-----------------------------------|---|
| Date: February 20, 2022 | Expiration date: February 19, 2025 |
| Organization: Manistee County, MI | Address: 415 Third Street Manistee, MI 49660 |
| Name: Lisa Sagala | |

Annual Subscriptions

| Product Name | SKU | Price |
|---------------------------|-----------------|-------------------|
| Waste Wizard | SWR-PRD-WIZ-STD | \$2,055.00 |
| Website Tool | SWR-OPT-WEB-STD | Included |
| Essential Success Package | SCS-PKG-ESS | Included |
| Total Annual Price | | \$2,055.00 |

Totals

| | |
|---|---------------------|
| Initial amount due | \$2,055.00 |
| Subscription amount due each subsequent year | Previous Year + CPI |

SCHEDULE C: SERVICE SCHEDULE

Waste Wizard SWR-PRD-WIZ-STD

- Waste Wizard material search:
 - People easily search for how to dispose of different materials.
 - “Fuzzy” search technology, meaning that results are returned regardless of any typos or misspellings.
 - Pre-existing database of thousands of items to help you get started.
 - You can add, modify, and delete items and their instructions at any time.
 - You can create “aliases” for materials that have more than one name (e.g. soda and pop).
- Drop-off guide:
 - Include drop-off locations and the items that they accept.
 - Locations can be sorted by actual driving distance from your home (if an address was provided).
 - Locations are shown on a map with estimated driving times.
 - Optionally add a tab to the Website Tool which lists all drop-off locations on a single map.
- Admin console:
 - Access activity and reporting dashboard – get detailed stats about:
 - usage,
 - most searched for items, and
 - items searched for that are not in the wizard (so they can be added).
 - Update the wizard, including:
 - Adding or editing items, setting their stream (trash, recycling, drop-off location, bulk collection, etc.)
 - Set special instructions for each item.
 - The list of drop-off locations, transfer stations, and landfills.
 - Customize content to include a map with location results and hours of opening.
 - Add “synonyms” to items so that local variations in terminology, along with common spelling mistakes and typos will give the correct result.
 - Download a monthly activity report, or have it automatically emailed to you.
- Process during onboarding:
 - You provide:
 - Details defining the requirements of the Waste Wizard tool, including how materials are disposed of in your area.
 - Any other relevant information we may request.
 - We provide:
 - Creation of a waste wizard with specific instructions on how people should dispose of materials in your area.
 - Inputting all locations.
 - Default content and imagery for waste materials.
 - A kickoff call, and meetings throughout the implementation.
 - Administrator training.

Website Tool SWR-OPT-WEB-STD

- The Website Tool can be embedded on multiple websites, including your Facebook page and neighborhood or community websites.
- It adapts mobile web browsers giving people the best experience for their screen size.

- Need Help:
 - People can select from a list of common help topics.
 - People can learn how to solve problems by themselves or report them as tickets.
 - Tickets can be automatically forwarded by email, or into a 3-1-1 system (with the Platinum Support Package).
- Custom branded:
 - We can configure the Website Tool to use your color palette and fonts so that it matches the look and feel of your website.
 - We can create multiple themes so that the Website Tool has a different color palette on each website you embed the Website Tool on.
- Configurable languages:
 - Display all content within the Website Tool in any of our supported languages:
 - Spanish
 - Korean
 - Khmer
 - Simplified Chinese
 - French
 - German
 - Czech
 - Haitian Creole
 - Hungarian
 - Japanese
 - Portuguese
 - Punjabi
 - Russian
 - Vietnamese
- Accessibility:
 - Exceeds WCAG 2.1 Level AA and any other regulatory or legal accessibility compliance requirements for people with disabilities, and it is regularly audited by a certified accessibility auditor.
- Compatibility:
 - The Website Tool has been successfully embedded into many CMS systems (e.g. CivicPlus, Civica, Drupal, Granicus, WordPress, Google Sites, etc.), and we have never encountered a website that we cannot work with.
 - We also provide specialized plugins for WordPress and Google Sites.
 - Although unlikely, if any challenges arise with embedding the Website Tool, we will help by working with your CMS or website provider.
- Process during onboarding:
 - You provide:
 - Details defining the requirements for the Website Tool.
 - We provide:
 - A small HTML snippet that you can place on your website.
 - Place the snippet on as many pages and sites as you want, and the Website Tool will appear in its place.
 - The ReCollect Promotion Guide to help you promote your new tools.

Essential Success Package SCS-PKG-ESS

- Support hours:
 - Up to 20 hours per year of dedicated ReCollect staff time, including industry and technical experts.
 - Work generally fulfilled within 15 business days.
 - Answers to general questions within two business days.
- Includes:
 - Onboarding:
 - Consultation to understand your program and goals.
 - Custom branding and styling.
 - Helping you launch your custom branded and configured tools.
 - Configuration changes:
 - Changing your collection schedule.
 - Language updates.
 - Campaign alert setup.
 - Success strategy:
 - Kickoff with a personalized Communications Plan.
 - Semi-annual check-in calls and training to optimize your evolving goals.
 - Metrics analysis and benchmarking.
 - ReCollect Academy:
 - Access our growing library of online training videos, webinars and templates.
 - Maintenance:
 - 24/7 uptime and performance monitoring.
 - Email support 6am-5pm PST on business days.
 - Regular annual security audits with a third-party auditor.
 - Accessibility compliance with all relevant privacy laws, including GDPR.
 - End-user requests:
 - Generally responded to or forwarded within 2 business days.
 - Certain categories can be immediately forwarded automatically.

Appendix E

ADDENDUM

Reference is made to the contract made between the Manistee County Board of Commissioners and Iris Waste Diversion Specialists, Inc. on the 31 day of December 2018 for the Manistee County-Wide Recycling Program, Education Services.

Be it known that the parties agree to a one-month extension of said contract for the period, January 1, 2022 through January 31, 2022 at the rate of \$700.00 per week.

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

Signed this 21st day of December 2021 in the presence of the witnesses identified below.

It is agreed.

Witnesses:

Parties:

Manistee County Board of Commissioners
By: Jeff Dontz, Chairman

Iris Waste Diversion Specialists, Inc.
By: Sarah M. Archer, President/CEO
