

LEELANAU COUNTY SOLID WASTE COUNCIL

Date: **TUESDAY**, November 7, at 1:00 PM

Location: Leelanau County Government Center

*(Proceedings of the meeting are being recorded and are not the official record of the meeting;
the formally approved/accepted written copy of the minutes will be the official record of the meeting.)*

DRAFT AGENDA

(Please silence any unnecessary cellular/electronic devices)

- CALL TO ORDER**
- ROLL CALL**
- PUBLIC COMMENT**
- STAFF COMMENTS –**

- CONSIDERATION OF AGENDA**
- CONFLICT OF INTEREST**
- CONSIDERATION OF SEPTEMBER 6, 2023 MINUTES** *pgs. 2-6*
- UNFINISHED BUSINESS**

- NEW BUSINESS**

- A.** Recommendation to County Board - tire recycling contract (ERG) and mattress recycling contract (BARC) *pgs. 7-19*
- B.** Updates
 1. Materials Management Plan (MMP)/ Materials Management Advisory Committee (MMAC) meeting
 2. MI Sustainability Conference
 3. Electronics recycling agreement (BARC)

- COMMUNICATIONS / CORRESPONDENCE –** Next meeting date January 2, 2024
- PUBLIC COMMENTS**
- STAFF COMMENTS**
- MEMBER / CHAIRPERSON'S COMMENTS**
- ADJOURNMENT**

SWC Members

Lois Bahle
Kathy Cavanaugh
Pat Deering
John Fletcher
Andrew Gale
Tom MacDonald
Tom Petersen
Carrie Sharp
Kama Ross

Ex-officio: Mark Bevelhymer
Jim Palmer



A REGULAR MEETING OF THE LEELANAU COUNTY SOLID WASTE COUNCIL WAS HELD ON WEDNESDAY, SEPTEMBER 6, 2023 AT THE LEELANAU COUNTY GOVERNMENT CENTER.

Proceedings of the meeting were recorded and are not the official record of the meeting. The formally approved written copy of the minutes will be the official record of the meeting.

CALL TO ORDER: Meeting called to order at 1:00 p.m. by Chairman Bahle. The meeting was held at the Leelanau County Government Center, 8527 E. Government Center Dr., Suttons Bay MI.

ROLL CALL

Members Present: L. Bahle, C. Sharp, T. Peterson, K. Ross, K. Cavanaugh, T. MacDonald, A. Gale (1:06 pm)

Members Absent: J. Fletcher
(Prior Notice)

Ex-officio Members: M. Bevelhymer
(Present)

Ex-officio Members: J. Palmer
(Absent)

Staff Present: T. Galla, Director

Public Present: T. Dowd, K. Page, B. Perkins

PUBLIC COMMENT- None

STAFF COMMENTS

Galla updated members on the Household Hazardous Waste (HHW) / Electronics bids and recommendations going to the County Board, status of reservations for last two collections, and the 2% grant applications that staff will submit again this year for tire and mattress recycling. Galla noted the collection at Peshawbestown is full but staff opened it up for a few more appointments. Collections are now filling up a month ahead. The Grand Traverse Band of Ottawa and Chippewa Indians (GTB) is interested in a tire collection so they may do tires and mattresses at their location next year. Also, she sent out the Site Host Agreements for a 5-year renewal for the following: Northport (Leelanau Township), Elmwood Township, The Leelanau School, Empire Village, Grand Traverse Band (GTB), and Glen Lake School. So far, staff has received GTB and Glen Lake School agreements, and The Leelanau School has agreed and will sign after the County Board signs. Galla briefly commented on composting and said there is discussion under New Business today.

CONSIDERATION OF AGENDA

Motion by Ross, seconded by Peterson, to approve the agenda as presented. Motion carried 6-0.

(Gale present)

CONFLICT OF INTEREST - None

CONSIDERATION OF JULY 25, 2023 and AUGUST 7, 2023 MINUTES

Motion By Ross, seconded by Cavanaugh, to approve the July 25th minutes, as presented. Motion carried 7-0

Motion by Sharp, seconded by Ross, to approve the August 7th minutes, as presented. Motion carried 7-0

UNFINISHED BUSINESS - None

NEW BUSINESS

Discussion on Materials Management Plan (MMP) Planning Committee and Roles

Bahle noted the quick guide and membership for MMP. Galla stated there is a minimum number of members if you can't fill all the slots. She commented on a multi-county plan and multi-county planning. She has participated in webinars from the state and there have been questions on the benefits of a multi-county plan. She has talked to cohorts in Benzie and Grand Traverse County and the three of them feel that the development of the multi-county plan might be beneficial, but they could not see the benefit once the plan is approved. Galla noted this was on the agenda because it was brought up to her after the July meeting that maybe the MMP and SWC should both exist. The SWC has duties with recycling, recycling sites, HHW, budget, etc. and having an MMP committee that will get money from the state and also do those tasks may not work. Those tasks may not be covered with costs from the state to develop the MMP. Galla did not send the recommendation of the SWC to the Board yet so if they want to reconsider the motion that recommends the MMP exist and not the SWC, then they need to handle that today. In looking back at it and reconsidering, Galla can see the need for both committees. The MMP is going to work on the Plan. Once that Plan is done, then the SWC may not be needed. The MMP is a permanent committee. They are going to probably have some similar members so the meetings could be back-to-back. Close out one meeting and start the next.

Bahle said that was a reasonable explanation as to why there should be two committees. Ross asked how many applications there were for the MMP and Galla said three. The deadline is today that the Administrator's office set to get applications in but that is not the date from the state. She is expecting the announcement from the state soon on starting the process, so the MMP probably needs to be set up by the end of the year.

Gale asked if other counties are combining into one committee? Galla said she did not know how others were doing this. Gale asked if there were any suggestions from EGLE and she said, no. When they asked questions about a multi-county plan, there were benefits discussed. The MMP has to be set up according to statute. Gale said they have the ability to consider combining in the future. Galla noted according to the statute, the MMP is a permanent committee so it is not going away when the Plan is finished. Gale said it might make sense to not combined them at this time and consider it when the Plan is done. Sharp questioned if it was their job to try and fill the slots? Bahle said they could assist by contacting people and asking them to apply. Galla said she also sent it separately to Kasson Township as the landfill sits in their jurisdiction and it would be good for someone from the township to apply.

Cavanaugh said their issue is whether or not they rescind their previous action. She asked Galla about previous discussion on this and Galla stated she thought about it and now feels it would probably be better to have them separate at this time, but it is up to members. If they want the prior recommendation sent to the County Board, she will send it on. The County Board is the approval agency for the MMP so

they have to make sure they get slots filled and Galla will assist. If the SWC can assist, that would be good. Bevelhymmer said that from prior experience, he recommends keeping them separate for now and possibly consolidating them in the future. Bahle said it would be practical to have as many of the SWC members as possible on MMP to lessen the amount of explanation and education that is needed.

Motion by Gale, seconded by Sharp, to rescind the motion of July 25 to have the MMP replace the SWC. Motion carried 6-1. MacDonald opposed.

Galla mentioned upcoming training sessions and one on October 5th that is a webinar. Right now, it's important to get applicants and have the County Board make appointments. She referenced the chart in the agenda packet and the number of steps to complete; they are at the beginning and it is a 36-month process. It starts with the County Board filing the Notice of Intent and designating the Designated Planning Agency (DPA). She will continue sending emails and information to SWC members so they are aware of the process. Ross asked about training and Galla said staff will attend right now. Once new members are appointed to the MMP, they should also do some of the trainings so they understand their role and the process.

Bevelhymmer mentioned the October 19th session the Northern Michigan Region planning in Emmet County on the Materials Management Plan and said he is signed up. Galla said she is also. Galla noted that during the multi-county discussion, it was noted that multi-county plans would help those from the industry so they don't have to go to so many meetings. However, they need to set up what works best for the county. Bevelhymmer commented there are 4-5 coming from industry. Bahle noted they have a very dedicated group here and many are not eligible to serve on the MMP. She mentioned the statute and the minimum required but it doesn't say they can't have more at large members. They have 9 members on the SWC and MMP needs a minimum of 7, and it doesn't say you can't have more. Galla felt it was 12 members unless they can't get those slots filled and then it is the 7 members. Peterson agreed.

Bevelhymmer said he applied. Galla noted there are applications from Bevelhymmer, Bahle, Ross and Palmer.

Update: Composting Session 9/28, and Spring Session

Galla said there are two composting sessions being planned for residents, one is September 28th, from 9-11 a.m. with Kate Thornhill, and the other will be set up in the spring with Amy Freeman. Each will cost around \$750.00 to put on and the cost will come from the recycling fund. More participation is needed for the September 28th session so she encouraged members to continue to spread the word. Galla asked for a motion to approve a maximum amount for the September session, to come from Fund 230 recycling fund.

Motion by Ross, seconded by Peterson, to approve up to \$750.00 for the speaker cost, for a 2- hour composting session on September 28, money to come from Fund 230. Motion Carried 7-0.

Potential Tour of Recycling facilities

Bahle noted the week of composting tours coming up. Galla said members should go to the latest link she shared and try to get into one of the tours. There will be one in Leelanau County and one in Grand Traverse County. Galla then mentioned trying to do a tour of the recycling facility in Traverse City. Bevelhymmer noted they are open to do tours at the GFL facility in Traverse City and Wednesday or

Thursday is best. The City of Midland is coming in October. GFL just got a contract with them for 17,000 curbside pickups in the City. Galla will send out a doodle poll and figure a date for the tour.

Review of Revenue and Expenses

Galla reviewed the budget sheets and the bottom line for each year going back to 2018. 2018-2021 they underspent the budget, and in 2022 they overspent. She reviewed the Fund Balance and projected expenses for the rest of 2023. She is projecting they will overspend the revenue again this year so Fund Balance would be used to balance that budget. Right now, she didn't see the need to ask for an increase in the recycling fee if they are sitting well with Fund Balance. Whenever it is requested, there needs to be time for the jurisdictions to put it on the tax bills before they are done in November. She noted that this is all based on current expenses. They know HHW costs are going up and electronics could be lower or higher, plus any other expenses. If they wanted to send a request to increase it, they need to do that pretty soon. MacDonald asked if the 2024 budget would go over. Galla replied that she has the 2024 budget submitted and it can be amended along the way, if needed. Bahle noted that the public already approved an increase a few years ago and inflation has chewed away at things. It seems more practical to do smaller incremental increases rather than a larger increase at one time. Do one dollar and go to \$30.00. MacDonald said they are 3-4 years into the new cycle and Galla confirmed, saying it was a 10-year approval. MacDonald said they have not raised this for 3 years and they should start doing small incremental increase each year as costs have risen and not wait. Taxpayers approved it and that is what it is for. Our costs are increasing. It's a reasonable choice to bump it up a bit. Bahle suggested going from \$29.00 to \$30.00 is a practical way to approach it. Ross questioned how much it would generate.

A short recess was taken while Galla checked with Equalization Department.

(Bevelhymer left meeting)

Galla returned and the meeting reconvened. Galla reported that there are 16,125 recycling fees in the county so a \$1 increase would be \$16,125.00 additional dollars. Members asked when it was increased last. Galla said it started in 2005 for 5-year term according to the statute and every term after that is a 10-year time period. It was approved in 2010 and again in 2020. The increase from \$27.00 to \$29.00 occurred sometime between 2010 and 2020.

Motion by Gale, seconded by Ross, to request the County Board approve adding \$1.00 to the yearly recycling fee, to go from \$29.00 to \$30.00. Motion carried 7-0.

Discussion on Composting Exhibit and Cost

Ross spoke on the idea to bring composting to another centrally located place, such as the Poor Farm Barn which is a county owned park. Leo Creek wanted to have some of their costs covered for their creation of the composting exhibit. Ross felt it was an exciting piece and she is looking for support from the SWC to cover the costs. Galla said there is \$500.00 in the education budget which is not spent, they are not tied to a line-item budget so they could go above that as long as they balance out the entire budget at end of year. They need an invoice to pay from it and if the SWC is putting any money in, it would be nice if there was some credit for the SWC, as well. Ross said the sign is very well made and would be great addition for the site. Bahle thought this was the best park facility to pair with that concept. Ross noted the total cost will be about \$675.00.

Motion by Sharp, seconded by Gale, to use the \$500.00 from the education budget to support this

endeavor. Motion carried 7-0.

COMMUNICATIONS / CORRESPONDENCE - None

PUBLIC COMMENTS

Perkins questioned if a member of the SWC would qualify for the environmental slot on the MMP? He is working on lighting for the Suttons Bay site and Northport recycling sites. Northport is requesting a camera and the camera can't see if there are no lights. He is saying this now because he may be back to ask for funding for the lights. Suttons Bay has a camera at the Road Commission, but no light, and Northport has the opposite. They did have some major dumping problems and need cameras, but they also need a light.

Tim Dowd said he is a proud member of CROWD and reminded members of the report that was brought from Rotary Charity and EGLE that CROWD represents composting which is a large part of the material management. Along those lines, Dowd said it could potentially be a money-making process. To verify that, just talk to Emmet County, Barry Krull or Morgan composting. They've turned it into a business. CROWD talked about how to manage all this at their meeting and the discussion went to the point that it needs to be joint collaboration. Dowd continued, saying that it sounds like they are having trouble meeting the slots for the MMP committee. He knows Galla didn't appreciate the fact of taking this to multi-county operation, but if they can't find qualified people to do it, maybe it's time to consider that. They have to look at the demographics of finding these qualified people to manage this situation and what to do with all this stuff. Also, Kristin Page put in a lot of effort for this trip to Emmet County for September 15th and all SWC members are all invited. Dowd concluded by thanking members for all their work.

STAFF COMMENTS - None

MEMBER / CHAIRPERSON'S COMMENTS

Bahle applauded the CROWD group and encouraged them to have someone from the group fill out an application for MMP. Ross said it takes concerted effort to ask for applicants and the Energy Task Force is not set yet either.

Bahle noted the short-term rental information to landlords will wait until spring. If they can do a bulk purchase for composting bins, it could be offered to homeowners at cheaper cost. Stackable containers with handles work well for recycling. Cavanaugh said the MMP can include a multi approach to something like composting, without having to do a multi-county plan. They could site something in the plan that might cover multi-counties without having a multi-county plan. Galla said there is a lot that needs to be done to figure out the preferred alternative for dealing with materials. Bahle stated that they don't have the big volume producers in the county, so on a commercial scale, they need to merge.

Gale noted that BARC was collecting from about 30 different customers, about 2000 lbs. a day, 3 days a week. About 600,000 pounds per year. They tried a lot of things like doing it themselves, getting certified, etc. They came across Barry Krull and his composting and gave him a lot of food waste, but he does not like the plastic materials in it. Because of his site, the slightest breeze will blow things into the neighbors and then you have township issues. BARC had a person working for them that left last year and they decided to stop until they have the right equipment and staffing. Gale said it took a few years to get revenue above expenses. They have a fundraising mechanism on their website which is a first step. They will get back into it.

Bahle reminded members of the regional meeting in Petoskey, at the EMS station on October 19th. Petoskey is one of the places that pledged to be using renewable energy by a certain date. Bahle noted a few locations that are using panels on roofs and said it was exciting to hear the city manager had everyone on the commission in favor of this.

Ross felt there was a tie-in with the Energy Task Force to work hand in hand with them to make some major changes on how they deal with a lot of things. It is an exciting time.

ADJOURNMENT - Meeting adjourned at 2:17 p.m.

DRAFT

AMENDMENT NO. 2

THIS AMENDMENT NO. 2, made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **ERG ENVIRONMENTAL SERVICES**, whose business address is 1340 Merriman, Suite 200, Livonia, Michigan 48140 (hereinafter referred to as the “Contractor”), amends the Agreement (hereinafter referred to as the “Agreement”) entered into on May 18, 2019, as amended by Amendment No. 1.

1. Section I. Services to be Performed by the Contractor, pages 1-2, of the above-stated Agreement shall be amended to read as follows:

I. SERVICES TO BE PERFORMED BY THE CONTRACTOR. The Contractor shall collect, load, transport, process, and recycle scrap tires collected and stockpiled by County residents consistent with the specifications set forth in the Scope of Work, pages 10 and 11 of the County’s Request for Proposals (RFP-LCAO-2019-004) (hereinafter referred to as a “RFP”). A copy of said RFP is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and is made a part thereof.

The Contractor shall provide all equipment, materials, machinery, vehicles, and labor necessary to process and transport the scrap tires generated from the scrap tire collections to be held on Friday, May 19, 2023 at the Government Center and Friday, June 23, 2023 at Glen Lake Community Schools located at 3375 W. Burdickville Road, Maple City, Michigan 49664 (hereinafter referred to as the “Collection Site”) from 5:00 p.m. to 7:00 p.m. (EST). The County may not reschedule the Program without the prior written consent of the Contractor. The Contractor’s consent will not be unreasonably withheld.

The primary interface between the Contractor and the County shall be through the Leelanau County Planning and Community Development Department. The Leelanau County Planning and Community Development Department shall be responsible for the coordination of the Contractor’s work at the Collection Site. The Contractor guarantees its performance of the Services required under this Agreement, and shall submit to the personal inspection of such Services by the Department and by such other representative or agent as may be designated by the County.”

2. Section XVIII. Agreement Period, page 8, of the above-stated Agreement shall be amended to read as follows:

XVIII. AGREEMENT PERIOD. This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the “Effective Date”). All Services for the Program including all items on the final punch list shall be completed by no later than thirty (30) calendar days following the Program (hereinafter referred to as the “Completion Date”).

It is also understood and agreed by the parties hereto that all obligations of the Contractor set forth in this Agreement which extend to beyond the Completion Date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon five (5) calendar days' prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause (i.e., for reasons other than the Contractor's breach of the terms of this Agreement) as set forth herein, the Contractor shall be compensated for services completed as of the effective date of termination in accordance with Section II of this Agreement."

3. Section XXII. Extension of Agreement Period, page 9, of the above-stated Agreement shall be added to read as follows:

"XXII. EXTENSION OF AGREEMENT PERIOD. This Agreement may be extended for up to one (1) additional one (1) year term by mutual written agreement by the parties. This option shall be exercised by written notice to the County, given not less than sixty (60) calendar days prior to the expiration of the original term, stating the desire to have the Agreement's terms extended. If the Agreement is extended, all terms and conditions set forth in this Agreement shall remain in full force and effect."

4. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment No. 2 shall become effective on the date in which it is fully signed by the authorized representatives of both parties.

5. The persons signing this Amendment No. 2 on behalf of the parties to the above-stated Agreement, as amended by Amendment No. 1, certify by their signatures that they are duly authorized to sign this Amendment No. 2 to the Agreement, as amended by Amendment No. 1, on behalf of the parties and that this Amendment No. 2 has been authorized by the parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR SCRAP TIRE RECYCLING SERVICES.

COUNTY OF LEELANAU

ERG ENVIRONMENTAL SERVICES

By: _____

Ty Wessel, Chairman
County Board of Commissioners

Date: _____

By: _____

(Signature)

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA
On: February 6, 2023

AMENDMENT NO. 2

THIS AMENDMENT NO. 2, made and entered into by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and **ERG ENVIRONMENTAL SERVICES**, whose business address is 1340 Merriman, Suite 200, Livonia, Michigan 48140 (hereinafter referred to as the “Contractor”), amends the Agreement (hereinafter referred to as the “Agreement”) entered into on May 18, 2019, as amended by Amendment No. 1.

1. Section I. Services to be Performed by the Contractor, pages 1-2, of the above-stated Agreement shall be amended to read as follows:

I. SERVICES TO BE PERFORMED BY THE CONTRACTOR. The Contractor shall collect, load, transport, process, and recycle scrap tires collected and stockpiled by County residents consistent with the specifications set forth in the Scope of Work, pages 10 and 11 of the County’s Request for Proposals (RFP-LCAO-2019-004) (hereinafter referred to as a “RFP”). A copy of said RFP is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and is made a part thereof.

The Contractor shall provide all equipment, materials, machinery, vehicles, and labor necessary to process and transport the scrap tires generated from the scrap tire collections to be held on Friday, May 19, 2023 at the Government Center and Friday, June 23, 2023 at Glen Lake Community Schools located at 3375 W. Burdickville Road, Maple City, Michigan 49664 (hereinafter referred to as the “Collection Site”) from 5:00 p.m. to 7:00 p.m. (EST). The County may not reschedule the Program without the prior written consent of the Contractor. The Contractor’s consent will not be unreasonably withheld.

The primary interface between the Contractor and the County shall be through the Leelanau County Planning and Community Development Department. The Leelanau County Planning and Community Development Department shall be responsible for the coordination of the Contractor’s work at the Collection Site. The Contractor guarantees its performance of the Services required under this Agreement, and shall submit to the personal inspection of such Services by the Department and by such other representative or agent as may be designated by the County.”

2. Section XVIII. Agreement Period, page 8, of the above-stated Agreement shall be amended to read as follows:

XVIII. AGREEMENT PERIOD. This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the “Effective Date”). All Services for the Program including all items on the final punch list shall be completed by no later than thirty (30) calendar days following the Program (hereinafter referred to as the “Completion Date”).

It is also understood and agreed by the parties hereto that all obligations of the Contractor set forth in this Agreement which extend to beyond the Completion Date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon five (5) calendar days' prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause (i.e., for reasons other than the Contractor's breach of the terms of this Agreement) as set forth herein, the Contractor shall be compensated for services completed as of the effective date of termination in accordance with Section II of this Agreement."

3. Section XXII. Extension of Agreement Period, page 9, of the above-stated Agreement shall be added to read as follows:

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4. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment No. 2 shall become effective on the date in which it is fully signed by the authorized representatives of both parties.

5. The persons signing this Amendment No. 2 on behalf of the parties to the above-stated Agreement, as amended by Amendment No. 1, certify by their signatures that they are duly authorized to sign this Amendment No. 2 to the Agreement, as amended by Amendment No. 1, on behalf of the parties and that this Amendment No. 2 has been authorized by the parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR SCRAP TIRE RECYCLING SERVICES.

COUNTY OF LEELANAU

ERG ENVIRONMENTAL SERVICES

By: _____

Ty Wessel, Chairman
County Board of Commissioners

Date: _____

By: _____

(Signature)

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA
On: February 6, 2023

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (“County”) and **BAY AREA RECYCLING FOR COMMUNITY**, whose business address is 466 US 31 South, Traverse City, Michigan 49685 (“Contractor”).

RECITALS:

WHEREAS, the County wishes to operate a mattress recycling program (“Program”); and

WHEREAS, the purpose of the Program is to collect dry twin, double, queen, king, foam, crib, and futon mattresses; box springs; and pillow tops that must be loaded, transported, processed, and disposed of or recycled using proper techniques (“Services”); and

WHEREAS, the Contractor is experienced in and ready to furnish all labor, materials, tools, equipment, permit fees, and services necessary to perform and complete the work the County requires for the Program (“Proposal”); and

WHEREAS, the Contractor meets all the licensing and other certifications and authorizations required by federal and state laws and regulations; and

WHEREAS, the County accepts the Contractor subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

I. SERVICES TO BE PERFORMED BY THE CONTRACTOR. The Contractor shall collect, load, transport, process, and recycle dry twin, double, queen, king, foam, crib, and futon mattresses; box springs; and pillow tops collected and stockpiled by County residents.

As part of the Services, the Contractor shall provide all labor, materials, tools, equipment, permit fees, and services necessary to process and transport the collected items generated from the 1 day collection to be held on Friday, June 21, 2024 from 4:00 p.m. until 7:00 p.m. EDT at Glen Lake School, 3375 W. Burdickville Rd., Maple City, MI 49664 and on October 11, 2024 from 4:00 p.m. until 7:00 p.m. EST in Peshawbestown, at a recycling center near the casino to be agreed upon by the parties hereto (“Collection Site”). This includes providing 1 truck and 2 employees to load and stack the collected items. The County may not reschedule the collection without the prior written consent of the Contractor. The Contractor’s consent will not be unreasonably withheld.

It is expressly understood and agreed by the parties hereto that the County shall have the option to host up to 2 additional collections per year if, in the County’s discretion, there is a sufficient appropriation of funds and enough interest from County residents. The County’s option(s) to continue the Contractor’s Services, as set forth herein, may be exercised only by delivery to the Contractor of written notification of the exercise of the option(s). Any extension of Services, as set forth herein, shall be subject to all the terms and conditions of this Agreement. Any additional Collection Sites shall be agreed to in writing by the parties.

The primary interface between the Contractor and the County shall be through the Leelanau County Planning and Community Development Department (“Department”). The Department shall be responsible for the coordination of the Contractor’s work at the Collection Site. The Contractor guarantees its performance of the Services required under this Agreement, and shall submit to the personal inspection of such Services by the Department and by such other representative or agent as may be designated by the County.

II. COMPENSATION. It is expressly understood and agreed that the total compensation to be paid to the Contractor for the collection of 100 mattresses; administrative costs; transportation, including labor and mileage; and recycling during the Program shall not exceed the sum of \$2,548.00. (The parties further understand and agree that the County shall pay, and the Contractor shall receive, \$15.00 per mattress collected in excess of the 100 mattresses initially contemplated. After the Program or any extended collections, the Contractor shall submit an invoice to the County. Invoices, at a minimum, shall list the categories of items collected, the number of units of each item collected, and the total sum due for the collection being billed. The County shall process and pay the Contractor the sum correctly billed to it in accordance with the County’s procedure for payment of Accounts Payable within 30 calendar days after the County has received all of the following:

- A. The invoice stating the Services have been completed on or before the date of invoicing and total sum due.
- B. Verification of said completion from the Inspector(s) (defined below) designated by the County pursuant to Section III of this Agreement.
- C. Before payment of the bill, the County may require that it be provided with proof that the Contractor has paid its employees and any suppliers and/or subcontractors providing materials or performing services under this Agreement.

The work being billed shall be to the satisfaction of the County’s Inspector(s).

III. EXAMINATION OF EXISTING FACILITY, QUALITY OF WORKMANSHIP, AND INSPECTION OF WORK. The Contractor shall be responsible for examining the Collection Site’s existing conditions in order to gain full information under which the work is to be carried out. Failure to do so shall in no way relieve the Contractor from the necessity to complete the work without additional cost to the County.

All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker that the County deems incompetent or careless. The County shall designate the Department and such other individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (“Inspector(s)”) to ensure that such work is in accordance with the Program’s requirements.

The inspections to be conducted by the Inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of

having substantially completed the Services as set forth in Section II of this Agreement. In the event the Inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall notify the County and the Contractor in writing. The County may, without any additional cost to the County other than that agreed to in Section II, require the Contractor to correct such defects, deviations from, or non-compliance with the requirements of this Agreement, or the requirements of applicable laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

IV. WARRANTIES. The Contractor warrants that it meets all Federal, State and local licensing; certifications; and authorization requirements to perform all the work required by the Program.

V. CLEANING UP. The Contractor and its subcontractors shall at all times keep the Collection Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Complete clean-up and removal of all debris resulting from the Contractor's work is required. The Contractor shall be responsible for paying for and hauling away any debris and waste resulting from the Services. Within 1 hour of the end of the Program, the Contractor shall remove all remaining waste material and rubbish from and about the Collection Site, as well as its tools, equipment, and machinery. If the Contractor fails to clean up during and at the completion of the Services, the County may do so and the cost thereof shall be charged to the Contractor, deducted from the Contractor's invoice.

VI. PROTECTION OF PERSONS AND PROPERTY. In addition to its obligations under Section XI of this Agreement, the Contractor shall:

- A. Be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services.
- B. Take all reasonable precautions for safety of, and provide all reasonable protection to prevent damage, injury, or loss to:
 - 1. All its and the County's employees at the Collection Site and all other persons who may be affected thereby.
 - 2. Other property at the Collection Site or adjacent thereto.
- C. Give all notices and comply with all applicable laws, ordinances, rules, and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- D. Erect and maintain, as required by existing conditions and progress of the Services, all reasonable safeguards for safety and protection, including, but not limited to, posting danger signs and setting up barriers where needed.

- E. Promptly repair or remedy all injury, damage, or loss to any property that is caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this Section.

VII. COMPLIANCE WITH THE LAW AND OBTAINING PERMITS. The Contractor and its subcontractors shall:

- A. Comply with all applicable Federal, State, and local laws, ordinances, codes, rules, and regulations.
- B. Secure and pay for all permits and governmental fees, licenses, and inspections necessary for the Services.
- C. Comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (“OSHA”) and regulations promulgated pursuant thereto. If during the progress of the Program, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.
- D. Be held responsible for the safety of their employees and/or volunteers and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Collection Site under this Agreement.
- E. Submit a Material Safety Data Sheet to the County Administrator’s Office prior to commencement of work if the Contractor or any subcontractor uses any product at the Collection Site which contains any hazardous or injurious ingredients.

Breach of this Section shall be regarded as a material breach of this Agreement, In the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

VIII. APPLICABLE LAW AND VENUE. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan. It is expressly understood and agreed that any legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

IX. NONDISCRIMINATION. The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, disability which is unrelated to the individual’s ability to perform the duties of a particular job or position, weight, marital status or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following: (i) the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; (ii) the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; (iii) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder; and (iv) the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this Section shall be regarded as a material breach of this Agreement.

X. INDEPENDENT CONTRACTOR.

- A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents, and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits of the County. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages, and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes.
- B. The direction and supervision of the working forces rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

XI. INDEMNIFICATION AND HOLD HARMLESS. The Contractor shall, at its own expense, protect, defend, indemnify, and hold harmless the County, and its elected and appointed officers, employees, and agents from all claims, damages, costs, law suits, and expenses that they may incur as a result of any acts, omissions, or negligence of the Contractor or any of its officers, employees, agents, or subcontractors which may arise out of this Agreement. The Contractor's indemnification responsibilities under this Section shall include the sum of damages, costs, and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees, and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

XII. LIABILITY INSURANCE. The Contractor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy is attached to this Agreement labeled Attachment A. The attached Attachment A is incorporated by reference into this Agreement and is made a part thereof. The Contractor shall also include an endorsement stating Glen Lake Community Schools and all of its elected and appointed officials, employees and volunteers, boards, commissions, and or/authorities, including employees and volunteers thereof, shall be additional insureds for purposes of this Agreement.

XIII. WAIVERS. No failure or delay on the part of either the County or the Contractor in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of

any other right, power or privilege. In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor. The making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

XIV. MODIFICATION OF AGREEMENT. Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XV. ASSIGNMENT OR SUBCONTRACTING. Neither party may assign or subcontract all or a portion of this Agreement without the prior written consent of the other party.

XVI. PURPOSE OF SECTION TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVII. COMPLETE AGREEMENT. This Agreement, the Attachment A, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XVIII. AGREEMENT PERIOD. This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (“Effective Date”). All Services for the Program including all items on the final punch list shall be completed by no later than December 31, 2024 (“Completion Date”). All obligations of the Contractor set forth in this Agreement which extend to beyond the Completion Date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon 5 calendar days’ prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause as set forth herein, the Contractor shall be compensated for services completed as of the effective date of termination in accordance with Section II of this Agreement.

XIX. IRAN LINKED BUSINESS. The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an “Iran linked business” during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR 2 TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF

INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

XX. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Contractor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR RECYCLING SERVICES.

COUNTY OF LEELANAU

**BAY AREA RECYCLING FOR
COMMUNITY**

By: _____
Ty Wessell, Chairman
County Board of Commissioners

By: _____
(Signature)

Name: _____
(Print or Type)

Date: _____

Title: _____
(Print or Type)

Date: _____

APPROVED AS TO FORM
FOR COUNTY OF LEELANAU
COHL, STOKER & TOSKEY, P.C.

By: Jennifer L. Bliss 10/2/2023

ATTACHMENT A

**LEELANAU COUNTY
BOARD POLICY**

GENERAL SUBJECT:	Administration/General (County Administrator)	Policy No.	13
SPECIFIC SUBJECT:	Insurance Requirements Policy	Adopted:	04/17/1990
		Revised:	02/15/1994
		Revised:	05/21/2013
		Revised:	12/19/2017

APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE: The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of not less than A or A- (Excellent).

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.

2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.
3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. 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; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as 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 shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.

10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
 - a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.

11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.