

**TEMPLATE FOR A
RESIDENTIAL SOLID WASTE / RECYCLING SERVICES AGREEMENT
BETWEEN A CITY AND CONTRACTOR**

THIS RECYCLING AND SOLID WASTE SERVICES AGREEMENT is made and entered into effective the 1st day of <date> (the "Effective Date"), by and between the CITY OF <NAME>, a Minnesota Municipal Corporation organized and existing under the laws of the State of Minnesota (the "City") and <Company Name(s)>, a Minnesota Corporation(s) (the "Contractor").

WITNESSETH

- A. WHEREAS, the City has found and determined that the public health and safety of the City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of solid waste kept and accumulated by residences and businesses within the City as defined in <Chapter __, Article __> of the Code of Ordinances; and
- B. WHEREAS, < Company Name> is engaged in the business of collection and recycling of solid waste and is familiar with the requirements of the City and its solid waste services; and
- C. WHEREAS, the City has determined <Company Name> to be qualified to carry out the terms of this Agreement upon the terms and conditions and for the consideration hereinafter provided: and
- D. WHEREAS, through a competitive process in accordance with State Law <Company Name> has been determined by the City to provide the best value for solid waste services for City residents. (*optional, depending on whether or not a competitive process occurred*),

NOW, THEREFORE, in consideration of the foregoing and the covenants, promises, undertakings, and obligations herein created, granted, and assumed, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1. For purposes of this Agreement, terms not otherwise defined herein shall have the following meanings:
 - 1.1.1. **Bulky Wastes:** Stoves, refrigerators, water heaters, washing machines and similar "white goods," bicycles, lawn mowers, lawn chairs, furniture and other waste material other than construction debris, or hazardous waste with weights or volumes greater than those allowed for bags or carts. Bulky household solid waste does not include electronic waste.
 - 1.1.2. **Collection:** The aggregation of Municipal Solid Waste (MSW), Recyclables, Bulky Wastes, Organics and Yard Wastes from the place at

which they are generated including all activities up to the time they are delivered to a processing facility.

- 1.1.3. **Cart:** The wheeled, lidded container in which Solid Waste, Recyclable materials or Yard Wastes can be stored and placed for curbside collection.
- 1.1.4. **City-Designated Solid Waste Disposal Facility:** The facility designated by the City where <Company Name> is required to deposit Trash and/or recyclables collected under this Contract.
- 1.1.5. **Collection Vehicle:** Any vehicle licensed and inspected as required by the state and county and approved by the City for solid waste collection within the corporate boundaries of the City.
- 1.1.6. **Compostable Bag.** Bags that meet all the specifications in ASTM Standard Specification for Compostable Plastics (D6400) compostable bags. Acceptable bags include either paper (Kraft) and grocery store bags or compostable plastic bags.
- 1.1.7. **Composting Facility:** Facility licensed to process yard waste and/or source separated organics in conformance with state and local regulations.
- 1.1.8. **Contract:** The City of <Name> service agreement for solid waste and recyclables collection services and as subsequently amended.
- 1.1.9. **County:** <Name> County, MN
- 1.1.10. **Dwelling Unit:** A separate living place with a kitchen.
- 1.1.11. **Electronic Waste:** Any discarded consumer electronic device with a circuit board including, but not limited to: televisions, computers, laptops, tablets, computer monitors, peripherals (e.g., keyboard, printer, mouse, etc.), cell phones, PDAs, DVD recorders/players and video cassette recorders/players, fax machines and other items as specifically referenced in Minnesota Statutes Section 115A.1310.
- 1.1.12. **Hazardous Waste:** Has the meaning prescribed in Minnesota Statutes (Minnesota Statutes Section 116.06 Subdivision 1.
- “Hazardous Waste means any refuse, sludge, or other waste material or combinations of refuse, sludge or other waste materials in solid, semisolid, liquid, or contained gaseous form which because of its quantity, concentration, or chemical, physical, or infectious characteristics may (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed. Categories of Hazardous Waste materials include, but are not limited to: explosives, flammables, oxidizers, poisons, irritants, lethal and corrosives. Hazardous Waste does not include source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.”*
- 1.1.13. **Holidays:** There are six (6) major Holidays observed each year: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

- 1.1.14. **Mixed Municipal Solid Waste (MSW):** Has the meaning prescribed in Minnesota Statute (Minnesota Statutes Section 115A.03 Subdivision 21):
“garbage, refuse, and other Solid Waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection. Mixed Municipal Solid Waste does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.” Also referred to in this contract as “Trash”.
- 1.1.15. **Non-Recyclable Paper.** Non-recyclable paper includes, but is not limited to, paper napkins, towels, and tissues; paper plates and cups; food containers; paper bags and waxed paper (fast food wrappers, parchment paper, etc.); paper milk and juice cartons (remove plastic spouts-NO juice boxes or pouches); cardboard pizza boxes; boxes from refrigerated and frozen food and beverages; coffee filters (and grounds); and tea bags.
- 1.1.16. **Multiple Unit Residential Dwelling:** Any building consisting of more than four (4) Residential Dwelling Units, each with individual kitchens.
- 1.1.17. **Person:** Includes any natural person, corporation, firm or association.
- 1.1.18. **Pick-up (Stop):** A collection of one or more containers from a Residential Single Dwelling. One pick-up may include more than one container or extra bag or bundle.
- 1.1.19. **Premises:** Any dwelling house, dwelling unit, building, and every other place or premises where any person resides or a business is operated within the City.
- 1.1.20. **Problem Material Waste:** Waste that is too large to fit into a standard Trash cart and require special collection by <Company Name>. Problem material waste includes (but is not limited to): furniture, appliances, mattresses, and bed springs. Problem material waste does include household electronic waste.
- 1.1.21. **Recyclables:** The current list of household recyclables as established through guidelines released under the authority of the City’s Administrator and such other materials as the parties may mutually agree to in writing.
- 1.1.22. **Recyclables Pick-up:** Each instance that recyclables are picked up at a Residential Dwelling Unit (RDU) or a commercial account.
- 1.1.23. **Recyclables Processing Facility.** Facility designed for centralized sorting, processing, and/or grading of collected recyclable materials for marketing. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.
- 1.1.24. **Residential Dwelling Unit (RDU):** Any eligible, occupied dwelling having a kitchen occupied by a person or group of persons.

- 1.1.25. **Residuals:** Waste materials left after recovery of recyclables and/or the physical, chemical or biological processing of wastes.
- 1.1.26. **Single Stream Recycling/Single Sort Recycling:** The recycling system in which residents set out recyclables in one container without further sorting by residents, and the materials are later processed at a processing facility into their individual marketable commodities.
- 1.1.27. **Solid Waste:** Has the meaning prescribed in Minnesota Statutes (Minnesota Statutes Section 116.06 Subdivision 22) which states:
“Solid Waste” means garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does not include Hazardous Waste; animal waste used as fertilizer; earthen fill, boulders, rock; concrete diamond grinding and saw slurry associated with the construction, improvement, or repair of a road when deposited on the road project site in a manner that is in compliance with best management practices and rules of the agency; sewage sludge; solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents or discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.”
- 1.1.28. **Source Separated Organics (SSO):** (Also referred to as “organics.”) Food waste, non-recyclable paper and other compostable household organic materials that are source separated for recovery. The term SSO does not include yard waste for purposes of this contract.
- 1.1.29. **Trash:** See Mixed Municipal Solid Waste.
- 1.1.30. **Volume-based charges:** Charges that vary based on limits of MSW which a premise is permitted to dispose of, often measured by the Trash Cart size.
- 1.1.31. **Yard Waste:** Has the meaning prescribed in Minnesota Statutes (Minnesota Statutes Section 115A.03, Subdivision 36) which states: *“Yard Waste” means garden wastes, leaves, lawn cuttings, weeds, shrub and tree waste, and prunings.”*

2. TERM OF AGREEMENT

- 2.1. This Agreement shall commence on the Effective Date and remain in effect through <end date of contract.>

- 2.2. The City reserves the right to terminate this Agreement for material breach or unsatisfactory performance by <Company Name>. Termination shall not affect the City's right to make a claim against <Company Name> or its Performance Bond for the damages on account for such a breach.
- 2.3. No assignment of any rights or obligations under this Agreement shall be made without written approval of the City Council and by mutual agreement of both parties.

3. GENERAL COLLECTION REQUIREMENTS

- 3.1. <Company Name> is declared to be an Independent Contractor and nothing in this Agreement shall be construed to create the relationship of employer and employee between the City and <Company Name>, its agents or its employees.
- 3.2. <Company Name> shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory collection, transportation and proper separation and processing of the MSW, Recyclables, Bulky Wastes and Yard Wastes from all residential dwellings and businesses (Premises) in the City. All work to be performed hereunder shall be done so as to protect to the highest extent the public health and safety. <Company Name> shall collect, transport and arrange or provide processing of all MSW, Recyclables, Bulky Wastes and Yard Wastes from all Premises within the corporate limits of the City, as follows:
 - 3.2.1. **Licenses and Permits.** <Company Name> shall ensure at its own expense that all driver and truck licenses and permits are current and in full compliance with local, state and federal laws and regulations. Any Processing Facility used to handle MSW, Recyclables, Bulky Wastes and Yard Wastes from the City must have current permits and licenses and make the same available upon request by the City.
 - 3.2.2. **Compliance with Law.** <Company Name> shall comply with all Federal, State, County and City laws, regulations and local ordinances pertaining to the Collection and processing of Recyclables, Solid Waste and Yard Waste.
 - 3.2.3. **Frequency of Collection.** MSW collection shall be weekly for each Premise. Recyclables collection shall occur once every other week for each Premise. Bulky Waste collection shall occur once every other week for premises requesting the service from the City. Yard Waste collection shall be weekly during the season beginning on or about April 1 and continuing through November 30, weather permitting. Residents shall place all Carts curbside no later than 7:00 AM on collection day. <Company Name> shall furnish the City and all of its Premises with a written copy of the schedule of collection for each Premise.
 - 3.2.4. **Hours of Collection.** Collection shall not start before 7:00 a.m. or continue after 5:00 p.m. on the same day. Exceptions to collection hours shall occur only by prior permission of the City. <Company Name> shall request permission from the City for any exception first via telephone and

then in writing (email to the City Administrator or designee is acceptable) with an explanation as to the reason for the exception.

- 3.2.5. **Holidays.** When a Holiday falls on the day that Collection will normally be made, each subsequent Collection day will be delayed one day. It shall be <Company Name>'s responsibility to inform residents in a timely manner of any change in the collection schedule as a result of a Holiday.
- 3.2.6. **Delays.** <Company Name> shall make every effort to maintain established scheduled pick-ups even though conditions such as weather may be adverse. In no event shall <Company Name> be required or suffer penalty for failure to perform a scheduled pickup when prevented from doing so as the result of an undue accumulation of snow and/or other catastrophic conditions. The City Administrator shall determine if such conditions exist. In such case, collection shall be made on the next day.
- 3.2.7. **Containers.** <Company Name> shall provide each residence with a Trash Cart, a clearly distinguished Recycling Cart and a Yard Waste Cart or the residents may use their own containers. The cost of providing the Cart is built into the rate of the Agreements and <Company Name> may not charge additional fees for carts. <Company Name> shall be responsible for the maintenance of the Carts and except in the case of abuse and/or misuse by a resident, shall replace damaged or broken Carts free of charge. Upon the termination of this Agreement, <Company Name> shall collect all Carts at <Company Name>'s expense. Carts shall be handled with reasonable care to avoid damage and are to be replaced in an upright position with the lids closed.
- 3.2.8. **Door-Step Collection.** Door-Step Collection rather than curbside or alley collection must be allowed for eligible RDUs who apply and receive written City approval. The Contractor will be notified of any eligible RDUs.
- 3.2.9. **Missed Collections.** In the case of alleged missed collections, <Company Name> shall investigate, and, if such allegations are verified, <Company Name> shall then arrange for the Collection of the subject materials no later than 4 p.m. the next business day.
- 3.2.10. **Spills or Leaks.** Any contents spilled or fluids leaked from the MSW, Recyclables, Bulky Wastes or the trucks shall be cleaned up immediately in a professional manner. If <Company Name> fails to clean up any scattered or spilled material or leaked material or fluids within three hours after oral or written notice (email is acceptable) from the City, the City may cause such work to be done and deduct the reasonable cost thereof from any payments due and owing <Company Name>, in addition to any other remedies provided herein.
- 3.2.11. **City Property.** <Company Name> must provide Trash and Recyclables Collection, at no additional cost to the City, for the properties in Table 1.

Sizes of recyclable containers to be serviced by <Company Name> and frequency of service will be determined by the City

Table 1
Generic Example:
City Trash and Recycling Service Locations

NAME AND ADDRESS OF CITY FACILITY	SIZE OF TRASH CONTAINER	SERVICE LEVEL
City Hall, <address>.	95 gallon	<frequency>
Town Square Park	5 @ 32 gallon	Weekly
Pioneer’s Park	4 yard	2X/week, Apr. – Oct.
Children’s Park	4 yard	2X/week, Apr. – Oct.

3.2.12. **Annual Cleanup of City Ditches.** On the annual clean-up day, as designated by the City, <Company Name>, without fee or other compensation from the City or any other person, shall provide labor for and collections equipment to collect roadside refuse placed there by volunteer citizens in bags provided by <Company Name>.,

3.2.13. **Fees for Special Events.** Cleanup fees and schedules for all special events or other services in the City Parks shall be negotiated between the party arranging the special events and <Company Name> , provided, however, that <Company Name> shall not have exclusive rights to provide service at these events and the parties arranging special events may contract for services with a hauler of their choice.

4. COLLECTION EQUIPMENT AND PERSONNEL

- 4.1. **Provision of Equipment.** <Company Name> shall provide all equipment necessary for Collection and transportation of collected Trash, Recyclables, Bulky Wastes and Yard Wastes. All trucks shall be maintained so the material being collected and transported will not be seen and will not blow, fall or leak from the vehicle and fluids will not leak from the trucks.
- 4.2. **Maintenance of Equipment.** <Company Name> shall maintain equipment, used in the performance of this Agreement in a clean and sanitary condition and shall at all times operate such equipment in compliance with State law and City ordinances.
- 4.3. **Compliance with Truck Road Weight Restrictions.** It shall be <Company Name>’s sole responsibility to comply with all road weight restrictions. <Company Name> shall immediately inform the City of any notices of exceeding such restrictions. The City retains the right to inspect and/or weigh <Company Name>’s trucks at any time.
- 4.4. **Personnel.** <Company Name> shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. <Company

Name>'s personnel shall be trained both in program operations and in customer service, and <Company Name> shall insure that all personnel maintain a positive attitude with the public, and shall:

- 4.4.1. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- 4.4.2. Make a concerted effort to have at all times a presentable appearance and attitude.
- 4.4.3. Wear a uniform and employee identification badge or name tag.
- 4.4.4. Drive in a safe and considerate manner.
- 4.4.5. Manage Carts in a careful manner so as to avoid spillage and littering or damage to the Cart. Carts shall not be replaced in the street, and shall be replaced in an upright position.
- 4.4.6. Monitor for any spillage or vehicle leaks and be responsible for cleaning up any litter, breakage or leaks.
- 4.4.7. Avoid damage to personal or City property.
- 4.4.8. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

5. **INSURANCE; INDEMNIFICATION**

- 5.1. **Insurances.** <Company Name> shall carry and file policies or certificates with the City for worker's compensation insurance (statutory level), public liability insurance (including for automobiles and trucks), and property damage insurance. The City shall be named as an additional insured in all such policies, and the policies shall be in form and substance acceptable to the City. All liability policies shall provide coverage in an amount at least equal to \$1,000,000 per person and \$2,000,000 per occurrence. In the event the maximum municipal tort liability limits as set out in Minn. Stat. 466.04 increase above the amounts currently in place, <Company Name> shall increase its liability insurance coverage to equal or exceed such maximum amounts.
- 5.2. **Performance Bond.** <Company Name> shall obtain a Performance Bond in the amount of \$____ payable to the City for the use of said City. The Performance Bond shall be signed by <Company Name> with a City-approved Surety Company as surety. The Performance Bond shall at all times be kept in full force and effect. The bond shall be filed with the City Administrator/Clerk or the designee.
- 5.3. **Payment Bond.** <Company Name> shall obtain a Payment Bond in the amount of \$____ payable to the City for the use of said City. The Payment Bond shall be signed by <Company Name> and with a City-approved Surety Company as surety. The Payment Bond shall at all times be kept in full force and effect. The bond shall be filed with the City Administrator/Clerk or the designee

- 5.4. **Payments.** <Company Name> shall pay all bills or claims for wages, salaries and supplies, incurred in the operation of the collection service. The City has no obligation or responsibility for bills or debts incurred by <Company Name>.
- 5.5. **Indemnification.** <Company Name> agrees to take title to MSW, Recyclables and all other collected materials upon collection by <Company Name>. <Company Name> shall defend, indemnify and save harmless the City from any and all claims and causes of action which may be asserted against the City on account of any act or omission, or any misfeasance or malfeasance of <Company Name> or its employees and agents in connection with its performance under this Agreement. <Company Name> shall defend, indemnify, keep and save harmless the City and its respective officers, agents and employees against any or all suits or claims that may be based upon any injury or damage to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by <Company Name> , or as a result of the performance of this contract <Company Name> , whether or not it shall be claimed that the injury was caused through a negligent act or omission of <Company Name> or his/her employees, and also any claims:
- 5.5.1. arising under the Minnesota Environmental Response and Liability Act (“MERLA”) enacted in 1983:
 - 5.5.2. its federal counterpart, the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act (“SARA” of 1986 (together known as CERCLA):
 - 5.5.3. any administrative rule or statute of Minnesota or any other State:
 - 5.5.4. any common law theory of and other State or the United States: or
 - 5.5.5. claims based upon the clean-up of abandoned or existing sites contaminated or allegedly contaminated with hazardous substances, if any claims described in (a) through (e) are based upon solid waste transported from the City by <Company Name> or his/her subcontractors or his/her or their agents or in connection with any claim based on lawful demands of subcontractor, work person, suppliers; and whether or not the persons injured or whose property was damaged were third parties, employees or <Company Name> or employees of an authorized subcontractor; and <Company Name> shall at his/her own expense defend the City in all litigation, pay all attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at his/her own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees.

6. MSW (TRASH) COLLECTION

- 6.1. **Waste Removal.** <Company Name> shall provide for the removal of Trash from all Premises in the City. <Company Name> shall offer its services to all

residential dwellings and all businesses in the City, without exception, by written notice, describing service schedules and rates and Cart options. Such notice shall be delivered at least annually in a form and content approved by the City. <Company Name> shall immediately report to the City all Premises that refuse or discontinue waste removal services.

- 6.2. **Refusal Notice.** If any subscribing person places any items out for pickup and the item is not taken by <Company Name> , <Company Name> shall provide written notification to the resident and to the City of reason(s) for refusal to pick up the item.
- 6.3. **Carts.** <Company Name> shall make carts available to each Premise for Trash Collection, or Premises may supply their own containers.
- 6.4. **Required Disposal.** Pursuant to MN 115A.46 and 115A.471 all waste collected by <Company Name> in the City shall be delivered to the Ramsey/Washington County Resource Recovery Facility in Newport.

7. RECYCLABLES COLLECTION

- 7.1. **Single Sort Recycling:** <Company Name> shall not require separation of Recyclables by type, but shall permit City residents to aggregate all of their Recyclable Materials into the same Cart for collection by <Company Name>.
- 7.2. **Recyclables to be Collected:** <Company Name> shall collect at a minimum the List of Standard Recyclables determined by the City in addition to those Recyclables for which it has found or developed markets. <Company Name> shall update the list of Recyclables it Collects to remain current with the City's List of Standard Recyclables. The current list of Recyclables, as of the date of Contract execution, includes at a minimum (Example):

- ◆ PAPER
 - ▶ Boxboard including corrugated cardboard (OCC)
 - ▶ Magazines and catalogs
 - ▶ Mail (window and metal clasps acceptable), office and school papers
 - ▶ Newspaper and inserts, Phone books
 - ▶ Shredded paper in closed paper bag
- ◆ CARTONS
 - ▶ Milk and broth cartons
 - ▶ Juice boxes
- ◆ METAL
 - ▶ Food and beverage aluminum/tin/bimetal cans
- ◆ GLASS
 - ▶ Food and beverage bottles and jars
- ◆ PLASTICS
 - ▶ PET (#1)
 - water, soda and juice bottles
 - ketchup and salad dressing bottles
 - ▶ HDPE (#2)

- Milk and juice jugs
 - Dish soap bottle and detergent jugs
 - Shampoo, soap and lotion bottles
 - ▶ PP (#5)
 - Yogurt, pudding and fruit cups
 - Margarine, cottage cheese and other tubs
- 7.3. **Additional Recyclable Materials.** After maximizing the use of their recycling Cart, residents who have a large amount of Cardboard or other Recyclables may bundle this material up and leave it beside the Recycling Cart for pickup and <Company Name> shall pick up such additional Recyclables at its regular Collection time at no additional charge.
- 7.4. **Ownership of Recyclables.** All recyclables placed for Collection by residents shall remain the responsibility and ownership of the residents until picked up by <Company Name>. The City requires that all collected Recyclables must be delivered to the Recycling Processing Facility; there shall be no scavenging of materials set out by residents.
- 7.5. **Changes to Collection System.** <Company Name> shall not make changes to the Single Stream Collection or processing system without written direction of the city.
- 7.6. **Education.** <Company Name> shall provide two (2) education /outreach actions per year, which may include direct-mail pieces, <City>-specific recycling education advertising in the City of _____ Newspaper of Record, literature drops at Premises, or other City-approved options. The method of distribution and content of materials shall be approved by the City in writing prior to distribution. Additional agreed upon education actions may be implemented, such as targeting new residents or recycling incentives programs.
- 7.7. **Processing of Recyclables.** <Company Name> shall haul all collected Recyclables to a Recyclables Processing Facility or end market for sale or reuse, or to an intermediate collection center for later delivery to a Recyclables Processing Facility or end market. A weight ticket shall be received by <Company Name> showing the tonnage of Recyclables collected within the City. Such invoice must be in a form sufficient to qualify the recyclables as having been properly processed for purposes of this Agreement. <Company Name> may not transport the Recyclables to a mixed municipal solid waste disposal facility. <Company Name> or its subcontractors shall not landfill, incinerate, compost or make fuel pellets out of the Recyclable Materials. All costs of transporting and depositing the Recyclables with the Recyclables Processing Facility or the end market shall be at the sole expense of <Company Name>

8. YARD WASTE COLLECTION

- 8.1. <Company Name> shall provide separate yard waste collection as an additional service during the months of April through November, weather permitting.

- 8.2. Yard waste shall be prepared as specified by <Company Name> and shall be collected at curbside on the same day as Trash collection.
- 8.3. Yard Waste may not be placed or collected in plastic bags, to comply with Minnesota Statute (M.S. 115A.931, Subd. (c) and M.S. 325E.046).

9. BULKY WASTE AND ELECTRONIC WASTE COLLECTIONS

- 9.1. <Company Name> shall Collect Bulky Waste or Electronic Waste from Premises at the resident's request. Collection shall be made within one (1) calendar week of the request.
- 9.2. <Company Name> shall provide Collection, processing and marketing or disposal services related to these bulky items and electronic waste.
- 9.3. <Company Name> shall bill Premises for bulky item, electronic waste and other problem material collection processing and marketing or disposal services only in accordance with Attachment A of this Agreement.

10. SOURCE SEPARATED ORGANICS (SSO) COLLECTIONS

- 10.1. Contractor shall furnish all labor, materials, equipment, and perform all work for the collection and disposal of SSO for customers who voluntarily sign-up for the SSO program.
- 10.2. Customers will place organic waste into Compostable Bags, which will then be placed into SSO Carts. <Company Name> shall haul all collected SSO to a SSO Processing Facility to be processed for sale or use.
- 10.3. At a minimum, the following materials must be collected:
- ◆ All food scraps
 - ◆ All non-recyclable paper products
 - ◆ Biodegradable Products Institute (BPI) -certified compostable plastic utensils, cups & containers

Other compostable items such as may be included:

- ◆ Paper vacuum bags, dryer lint, human & pet hair
- ◆ Wooden toothpicks, ice cream & corn dog sticks, chop sticks
- ◆ Cotton balls and tissues
- ◆ House plants and floral trimmings

Contractor may propose additional materials be added to the list.

11. COLLECTION REPORTS

- 11.1. Weight Records. <Company Name> will keep accurate records of the weights and types of recyclables collected in the City. Collected recyclables will be weighed after completion of a route or at the end of the day, whichever occurs

first, on a certified scale. All recyclables and MSW collected in the City shall be weighed separately from recyclables and MSW collected in other geographic subdivisions. A copy of each weight ticket for separated recyclables and for MSW shall be kept on file, as shall records of facilities that the recyclables are taken to and the recyclable markets used for recyclables generated in the City and/or amount of City recyclables stored by those facilities.

- 11.2. <Company Name> shall participate with the City in tests such as waste sorts to confirm the methodology and accuracy of the above data for weights of MSW and recyclables or to identify opportunities to increase recycling.
- 11.3. Quarterly Reports. <Company Name> will submit quarterly reports to the City. Reports shall be due to the City by the fifteenth (15th) day of April, July, October and January. <Company Name> is encouraged to include in its reports recommendations for continuous improvement in the City's recycling program (e.g., public education, business recycling, etc.).

At a minimum, <Company Name> shall include the following information in these reports:

- A. Total tons of recyclables and MSW collected. "Total tons" is defined as the combined number of tons recorded from the total actual recyclable and MSW pick-ups (stops) recorded for each of the three (3) months of the reporting quarter.
- B. Method used to collect and report total quantities of recyclables and MSW collected.
- C. Available pick-ups (stops). "Available pick-ups" is defined as the number of residential accounts billed for each of the three (3) months of the reporting quarter.
- D. Total number of MSW pick-ups (stops), "defined as the combined number of actual MSW pick-ups recorded for each of the three (3) months of the reporting quarter.
- E. Total number of Recycling Pick-ups (stops) made, defined as the combined number of actual Recycling pick-ups recorded for each of the three (3) months of the reporting quarter.
- F. Total number of Bulky Waste Pick-ups made and Total number of Electronics Waste Pick-ups made, defined as the combined number of actual pick-ups recorded for each of the three (3) months of the reporting quarter.
- G. Total number of Yard Waste Pick-ups made, defined as the combined number of actual Recycling pick-ups recorded for each of the three (3) months of the reporting quarter.
- H. Log of all complaints, including the nature of the complaints, to include the following:
 1. Names, addresses, and contact numbers of the complainants;

- 2. The date and time received;
- 3. <Company Name>'s response; and the date and time of the response.
- 4. Log of addresses of premises that did not put out recyclables containers that month.
- I. Education materials provided to City residents that quarter.
- J. Suggestions for improvements to the City's recycling program.
- 11.4. Monthly Reports. <Company Name> shall also submit a report monthly in compliance with Section 14.3, Customer Service.
- 11.5. Access to Records <Company Name> shall provide to the City during normal business hours, access to books, documentation, papers, weigh tickets and other records that are directly pertinent to the required reports. <Company Name> shall document and retain dated market weight receipts of recyclable materials sold for the last three years, which upon request will be made available to the City for review.

12. BILLING

- 12.1. **Billing.** <Company Name> shall collect all charges from each Premise for its Collection services,
- 12.2. **Additional Premises.** The City, on request, will inform <Company Name> of known changes of occupancies or vacancies.
- 12.3. **Contracts for Additional Collections.** <Company Name> may, independently of this Agreement, contract with any premise to collect Trash or Solid Waste excluded from the mandatory Collection by the Agreement. <Company Name>'s charge for the services shall be listed in Attached Exhibit A, subject to change with the written approval of the City. If the Collection is not listed, the price shall be negotiated between <Company Name> and the customer.
- 12.4. **Accounts in Arrears.** <Company Name> has the right to suspend service to any account over sixty (60) days in arrears. <Company Name> may reestablish service when it has received payment in full.
- 12.5. **Extended Vacation.** A Premise can obtain, up to six (6) times per year, a vacation credit for a minimum of one (1) week, with notification to <Company Name> prior to the vacation of the dates that service is not needed. Exceptions to the six (6)-time maximum may be granted at <Company Name>'s discretion.
- 12.6. **Collection Fees.** Volume/weight-based Trash fees must be offered to each Premise (MN§115A.93 subd.3). The rate that <Company Name> shall charge for Collection of Solid Waste and Recyclables including MN Solid Waste Taxes and County Environmental Charges (CEC) (all-inclusive) for each Premise shall be:
 - 12.6.1. For 90 gallon Trash and recycling service \$___/month
 - 12.6.2. For 60 gallon Trash and recycling service \$___/month
 - 12.6.3. For 35 gallon Trash and recycling service \$___/month

- 12.7. **Rate increase.** During the term of the agreement no increase in rates shall be granted to <Company Name> unless requested by September 15 of any given year for the following calendar year.

13. INDEPENDENT CONTRACTOR

- 13.1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. <Company Name> shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Any and all employees of <Company Name> or other persons engaged in the performance of any work or services required by <Company Name> under this Agreement shall be considered employees or subcontractors of <Company Name> only and not of the City; and any and all claims that might arise, including worker's compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of <Company Name> .

14. CUSTOMER SERVICE REQUIREMENTS

- 14.1. **Complaints.** <Company Name> shall provide staffing of a telephone equipped office to receive missed Collection complaints and other complaints between the hours of 7:00 a.m. until 6:00 p.m. Monday through Friday. <Company Name> shall have an answering machine or voice mail system activated to receive phone calls after hours. The address and telephone number of the office shall be given to the City in writing, with ten (10) days prior notice of a change therein. <Company Name> shall also allow complaints to be made electronically (by e-mail).
- 14.2. **Immediate Complaint Response.** Complaints on service will be taken and collected by the City and <Company Name>. The City shall promptly relay any complaints it receives from its residents regarding <Company Name>'s performance to <Company Name>. <Company Name> is responsible for corrective actions. <Company Name> shall answer all complaints courteously and promptly. <Company Name> shall, within three business days thereafter, inform the City how it responded to such complaints.
- 14.3. **Monthly Customer Service Report to City.** Each month <Company Name> shall provide the City with a report of all customer complaints, the nature of these complaints and a description of how each complaint was resolved. The names of the complainants and contact numbers or e-mail addresses must also be included.
- 14.4. **Failure to Perform.** In the event <Company Name> fails to collect the MSW, Recyclables, Bulky Wastes, SSO and Yard Waste as required by this Agreement, the City may, at its option, hire such labor and equipment as may be necessary to collect and dispose of such MSW, Recyclables and Yard Waste after <Company Name> is given three (3) business days to remedy the situation. The City may, at

the City's sole option, terminate this Agreement in accordance with Article Eighteen (18). In the event remedy does not occur, <Company Name> shall reimburse the City for all reasonable collection expenses the City incurs above and beyond the amounts the City is obligated to pay for such collection under this Agreement or the City shall utilize the Performance Bond for such expenses.

15. ASSIGNMENT AND SUBCONTRACTING

15.1. <Company Name> shall not assign or subcontract this Agreement or any interest therein or any privilege or right granted therein without the prior written consent of the City. Consent to one assignment or subcontract shall not be deemed to be consent to any subsequent assignment or subcontract.

16. MISCELLANEOUS

- 16.1. **Liquidated Damages.** <Company Name> agrees, in addition to any other remedies available to the City, that the City may withhold payment from <Company Name> in the amounts specified below as liquidated damages for failure of <Company Name> fulfilling its obligations:
- 16.1.1. Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - fifty dollars (\$50) per incident.
 - 16.1.2. Failure to collect properly notified missed collections - two hundred and fifty dollars (\$250) per incident.
 - 16.1.3. Failure to provide monthly and/or annual reports - one hundred dollars (\$100) per incident.
 - 16.1.4. Failure to complete the collections within the specified timeframes without proper notice to the City - one hundred dollars (\$100) per incident.
 - 16.1.5. Failure to clean up spills during collection operations - two hundred fifty dollars (\$250) per incident.
 - 16.1.6. Failure to report on changes in location of Recyclables Processing operations two hundred fifty dollars (\$250) per incident.
 - 16.1.7. Failure to collect <City>'s List of Standard Recyclables within one month of notification of a change to the List one hundred dollars (\$100) per week of non-collection.
 - 16.1.8. Failure to maintain current County licenses to haul MSW, Recyclables, Organics, Bulky Wastes or Yard Waste five hundred dollars (\$500) per day.
- 16.2. **Waiver.** The waiver by the City of any breach or violation of any term covenant, or condition of this Contract shall not be a waiver of any subsequent breach or violation of the same or any other term, covenant or condition hereof.

- 16.3. **Binding Effect.** The terms, covenants, and conditions of this contract shall apply to, and shall bind and inure to the benefit of the parties, their successors, and assigns.
- 16.4. **Data Practices.** <Company Name> agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. <Company Name> must immediately report to the City any requests for third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from <Company Name> concerning data requests. <Company Name> agrees to hold the City, its officers, and employees harmless from any claims resulting from <Company Name>'s unlawful disclosure or use of data protected under state and federal laws.
- 16.5. **Force Majeure:** Whenever a period of time is provided for in the Contract for either the City or <Company Name> to so or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God, but not strike or lockout. The time period for the performance in question shall be extended for only the actual amount of time said party is so delayed.

17. PERFORMANCE REVIEW

Upon receipt of Contractor's annual report, the City shall schedule an annual meeting with Contractor. The objectives of this annual meeting will include (but not be limited to):

- 17.1. Review <Company Name's> annual program and material report.
- 17.2. Review efforts <Company Name> has made to expand participation in the waste diversion programs (Recycling, SSO, Yard Waste).
- 17.3. Review <Company Name's> performance based on feedback from customers to City staff.
- 17.4. Review Contractor's recommendations for improvements to the City's program, including enhanced public education and other opportunities.
- 17.5. Review staff recommendations for improving <Company Name's> service.
- 17.6. Discuss other opportunities for improvement in the remaining years of the current Agreement.

18. TERMINATION

The City may terminate this Agreement if <Company Name> fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured after thirty (30) days written notice has been provided. The City may also terminate this Agreement immediately if <Company Name> fails to maintain County permits required to collect and transport MSW, Recyclables, Source Separated

Organics or Yard Waste. The City shall pay <Company Name> all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Agreement is cancelled or terminated, all finished or unfinished documents, data, studies, surveys, maps, photographs, reports or other materials prepared by <Company Name> under this Agreement shall, at the option of the City, become the property of the City, and <Company Name> shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement, by their officers, as of the day and year first above written.

CITY OF _____ CONTRACTOR: _____

By: _____ By: _____

By: _____
_____, City Administrator

STATE OF MINNESOTA)
)ss.

COUNTY OF _____)

Subscribed and sworn to before me by _____ and _____, respectively, the Mayor and City Administrator of the City of _____, a Minnesota municipal corporation this _____ Day of _____, 20____

Notary Public

STATE OF MINNESOTA)
)ss.

COUNTY OF _____)

Subscribed and sworn to before me on behalf of <Company Name> by _____, the

_____ of <Company Name> , a Minnesota corporation
(Title)

this _____ Day of _____, 20__

Notary Public

Annotations:

1. This template includes provisions for Trash, recyclables, bulky wastes, electronics, organics (SSO) and yard wastes collections. If your City does not want to contract for all of these materials, delete the portions of the document that you do not wish to use. For example, if you do not want to include recycling, delete references to recycling in Sections 3.2, 3.2.1, 3.2.3, 3.2.10, 4.1, all of Article 7, references to recycling in Section 12.6, etc.
2. In this template, “Premise” is used when a commercial or residential property is referred to. “Residence” is used when no commercial properties are referred to.
3. This template anticipates Single Stream recycling collections. If another system of recycling collection is desired (dual stream, drop-off), modify Sections 1.1.24, 7.1, etc.
4. This template anticipates Every Other Week (EOW) recycling collection. If Every Week (EW) recycling collection or another system is desired, modify Section 3.2.3.
5. This template contains a standard list of recyclables with historically consistent markets. Your area may have opportunities for additional recyclables, or markets may only be available for fewer recyclables. Modify Section 7.2 accordingly.
6. This template includes collection of Trash and recyclables from City facilities at no additional charge to the City. Examples of this service are contained in Section 3.2.11. You may wish to consider the seasonal needs of the facilities, especially parks. Similarly, this template provides for Contractor participation, at no additional cost to the City, in a spring Cleanup (Section 3.2.12). Your City may have other needs, and the contract can be changed accordingly.
7. Section 3.2.13 provides for Special Event services to be handled by the Contractor and the event(s) coordinator(s). Your City may have other needs, and you can modify the contract accordingly.
8. Section 5.1, Insurance, is separate from and additional to any insurance that your City may require for haulers to be licensed in your City. This is not a duplication of the license-required insurance, for the protection of the City and should not be deleted in favor of the license-required insurance.
9. Sections 5.2 and 5.3 refer to State-required Performance and Payment Bonds. The Minnesota State Auditor’s office has determined that City contracts exceeding \$100,000 are required to obtain both a payment bond and a performance bond. Cities should consult their Attorney for the proper amount of these bonds. The Performance Bond is meant to compensate the City for provision of alternate services if the Contractor fails in the Contract. The Payment Bond protects the City from paying for goods or services

arranged by the Contractor, which the Contractor fails to fully pay. Examples include trucks, carts, mechanics services, fuel, etc. that the Contractor purchased to perform the Contract services. Please refer to the State Auditor's website :

http://www.auditor.state.mn.us/other/statements/contractorsbonds_0808_statement.pdf

10. Section 7.1 requires aggregation of all recyclables in the same cart. If your contract allows collection of automotive batteries, used motor oil or other recyclables that should not be comingled in the cart, modify Section 7.1 accordingly.
11. Section 7.6 refers to education efforts about recycling to be provided by the Contractor. Your City may wish to provide these programs instead of having the Contractor provide the programs, or your City may wish the Contractor to provide education efforts on other matters (yard waste composting, SSO collection, bulky waste disposal.)
12. Section 8.3 of the template refers to Reporting Requirements that the Contractor must comply with. Certain Counties, such as Washington County, have implemented County-wide reporting requirements that would allow Cities to remove portions of the Section. Please make sure, however, that your City retains sufficient rigor in the reports that you require from your Contractor to insure that the information you need to manage the Contract and act on behalf of your residents is maintained.
13. If your City uses a "Blue Bag" program for SSO, modify Section 10 accordingly.
14. If the Processor of your City's SSO does not accept refrigerator/freezer boxes, modify Section 10.3 accordingly.
15. Section 16.1 includes a "basic" list of contract obligations that the City may wish to include for Liquidated Damage assessments. If there are additional items (failure to report collision or damage to property, etc.), modify the list accordingly.
16. Section 17 provides a "basic" list of items to be covered in the Performance Review. Your City may wish to include other items, such as "Reduction in Green House Gas Emissions," or "'Markets Obtained for Additional Recyclables."
17. This template does not include City-owned containers for Trash, recyclables, yard waste or SSO. Several cities in the State, including Maplewood, Mankato, North Mankato, and Shakopee have purchased carts which will remain in possession of the City from contract to contract. These cities have found that city ownership of carts is more cost-effective over the life of the carts.
18. Attachment A (below) provides a "long list" of bulky items. You may wish to shorten this list. An example of one shortened list is:
 - Metal items (> 50% metal) less than 50 pounds
 - Metal items (>50% metal) more than 50 pounds
 - Non-metal items less than 50 pounds
 - Non-metal items over 50 pounds
 - Electronic items

Attachment A
Bulky Waste and Yard Waste Prices
through

(Per Item Unless Otherwise Specified)

Item	Cost
Appliances	
Freezer, Refrigerator, Air Conditioner	\$00.00
Hot Water Heater, Stove, Dishwasher, Washing Machine, Dryer	\$00.00
Microwave or Dehumidifier	\$00.00
Television or Monitor, 19" or less	\$00.00
Television or Monitor, 20" – 30"	\$00.00
Television larger than 31"	\$00.00
Computer (CPU), Printer	\$00.00
Water Softener (no salt)	\$00.00
Furniture	
Hide-a-bed	\$00.00
Couch, Loveseat, upholstered chair	\$00.00
Recliner: chair or loveseat	\$00.00
Mattress or Box Springs	
♦ Single	\$00.00
♦ Double (Full)	\$00.00
♦ Queen	\$00.00
♦ King	\$00.00
Dresser	\$00.00
Wood Desk	\$00.00
Metal Desk	\$00.00
Table	\$00.00
Non-upholstered chairs, office chairs	\$ 0.00
Miscellaneous	
Bikes	\$00.00
Gas Grills (no tanks)	\$00.00
Vacuum cleaner	\$ 0.00
Cart tire	\$00.00
Toilet	\$00.00
Sink (not iron)	\$00.00
Wooden Door	\$00.00
Carpet and pad, small room	\$00.00
Carpet and pad, large room	\$00.00
Extra Trash, Yard Waste	
30 gallon bag, Trash	\$0.00
30 gallon bag, yard waste	\$0.00
Bundle brush (3' X 1')	\$0.00
Seasonal Yard Waste (April – November)	\$0.00/month

Developed by foth.com of Lake Elmo, MN for MPCA and MN GreenStep Cities. Comments welcomed via <http://greenstep.pca.state.mn.us/contact.cfm>