



***MUNICIPAL SOLID WASTE AND RECYCLING
SERVICE AGREEMENT BETWEEN THE
CITY OF SCANDIA AND
WASTE MANAGEMENT OF MINNESOTA, INC.***

January 1, 2024 – December 31, 2030

City of Scandia Agreement

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AGREEMENT

THIS AGREEMENT, made this 19th day of December, 2023 (the "Effective Date") by and between Waste Management of Minnesota, Inc., "Contractor," and the City of Scandia, a municipal corporation of the County of Washington, State of Minnesota, "City;"

1 TERM OF THE AGREEMENT.

The term of this Agreement shall be October 1, 2023 through September 30, 2030.

- 1.1** The Agreement may be extended upon mutual agreement with the City or Contractor notifying the other party ninety (90) days in advance of the end of the Agreement. The Agreement terms and conditions, with the exception of the end date, shall not change or be modified.
- 1.2** The City reserves the right to terminate this Agreement for material breach or unsatisfactory performance by Contractor. Termination shall not affect the City's right to make a claim against Contractor or its Performance Bond for the damages on account for such a breach.

2 SCOPE OF THE AGREEMENT.

The Contractor shall furnish all labor and equipment as shall be necessary and adequate to provide for the satisfactory collection, transportation, and proper separation and processing of the Municipal Solid Waste ("MSW") and Recyclables from all Residential Dwellings in the City that elect to have contracted hauling services.

3 DEFINITIONS.

All items or phrases used in this Agreement shall have the meaning given to the terms in Minn. Stat. §§ 115A.01 – 115A.03, the City of Scandia 2040 Comprehensive Plan, the Washington County Waste Management Master Plan 2012 – 2030, and any updates to those Plans approved by the City or the County. Specific items listed in each definition shall be considered examples of the type of Solid Waste or Recyclables within each category.

- 3.1** "Abatement." The processes required to remove an assessment once charges have been certified to the county auditor for collection with the real estate taxes.
- 3.2** "Appliances." A device or instrument, especially an electrical device, designed to perform a specific function for household use. (Examples: washer, dryer, water heater, toaster, microwave, dehumidifier, air conditioner, etc. "
- 3.3** "Bulk Waste." Furniture, large toys, bicycles, lawn mowers, lawn chairs, carpet and other Solid Waste with weights or volumes greater than those allowed for bags or Carts. Bulk Waste does not include construction debris, hazardous waste or Consumer Electronics. (Examples: doors, windows, mattresses, etc.)
- 3.4** "Cart," or "Curbside Cart." Containers for MSW or, Recyclables equipped with wheels and a lid in the following standardized sizes (approximate capacities): thirty-five (35) gallon (Small), sixty-four (64)-gallon (Medium), ninety-six (96)-gallon (Large) further referred to as "Small", "Medium", or "Large."

- 3.5** "Collection." The aggregation and transportation of Solid Waste from the place at which it is generated and includes all activities up to the time when it is delivered to a processing facility.
- 3.6** "Consumer Electronics." Any discarded device generated in a Residential Unit 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, and fax machines.
- 3.7** "Contractor." The City's Solid Waste Contractor, Waste Management of Minnesota Inc. ("WM").
- 3.8** "Curb" or "Curbside." That portion of the right-of-way adjacent to paved or traveled roadways, including alleys.
- 3.9** "Curbside Solid Waste and Recycling Services." The Solid Waste collection services specified within this Agreement.
- 3.10** "Disposal." The treatment, utilization, processing, transfer or deposit of Solid Waste.
- 3.11** "Excess Household Waste." Normal household waste that exceeds the capacity of the resident's Cart and is subject to a special fee for pick up.
- 3.12** "Hazardous Wastes." Defined in state statute, state rule and county ordinance. Wastes are hazardous in Minnesota when they display one or more of these characteristics: ignitability, corrosively, reactivity, toxicity, lethality or are an oxidizer. These materials are not accepted at curbside Solid Wastes collection.
- 3.13** "Holidays." Any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day
- 3.14** "Mixed Municipal Solid Waste (MSW)." Defined in accordance with Minn. Stat. §§ 115A.01 – 115A.03, including garbage, refuse, rubbish, trash from residential and community activities that the generator of the waste aggregates for collection. MSW does not include auto hulks, street sweepings, ash, construction debris, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids, filters, and Hazardous Waste and other materials collected, processed, and disposed of as separate waste streams. Also referred to in this Agreement as "Solid Waste".
- 3.15** "Non targeted materials." Materials that are not designated mutually by the City and Contractor as Recyclable.
- 3.16** "Normal Household Waste." Mixed Municipal Solid Waste typically generated by Residential households.
- 3.17** "Processing." The sorting, volume reduction, baling, containment or other preparation of Recyclables delivered to a facility for transportation or marketing purposes.

- 3.18** "Processing center." A facility in which solid waste and recyclable materials are processed. The facility will conform to all applicable rules, regulations, and laws of state, local or other jurisdictions.
- 3.19** "Recyclables." - See Appendix "B" for the acceptable and unacceptable materials list. Contractor reserves the right upon notice to City to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. .
- 3.20** "Residential Dwelling" shall include single and two-family dwellings, including residential manufactured homes .
- 3.21** "Resource Recovery Facility." A waste and recycling facility contracted by and/or operated by the Ramsey/Washington Recycling and Energy Board (R & E Board) in which Solid Wastes are processed.
- 3.22** "Senior or Adjusted Accounts." Residential Dwelling where not more than two people reside where the head of Residential Dwelling is 62 years of age or older or has a temporary disability reasonably projected to last greater than 30 days or permanent disability, regardless of age.
- In order to qualify for this program, the resident must:
- Be physically unable to wheel their cart to the curb for collection.
 - Have no other person who can assist them, such as a spouse or other live-in family member or a personal assistant.
 - Place the carts within a reasonable distance of approximately 75 feet from the edge of the roadway.
- 3.23** "Single-sort Recycling." The required Recyclables Collection method in which items designated as "Recyclable materials" or "Recyclables" are placed in a Recycling Cart, without being sorted, for Curbside Collection.
- 3.24** "Solid Wastes." Shall have the same meaning as MSW; the general term for the Wastes addressed by this Agreement.
- 3.25** "Yard Waste." Grass trimmings, leaves, garden wastes, twigs and miscellaneous tree seeds and cones, and bundled brush not exceeding four (4') feet in length or forty (40) pounds per bundle.

4 BILLING.

- 4.1** Contractor shall be responsible for billing and collecting charges from all Residential Dwellings serviced under this Agreement. Contractor may apply interest charges, but no greater than the maximum interest permitted by law shall be applied

to balances due and unpaid after more than fifteen (15) days beyond the due date. Contractor shall immediately report to the City all Residential Dwellings that stop paying for Curbside Solid Waste and Recycling Services.

4.2 Residential Solid Waste & Recycle Material Collection (Fees) and Annual Rate Increases.

The Contractor's service fees for Residential Dwellings using Carts for Solid Waste and Recycling Services ("Service Fees") shall be determined in accordance with the fee schedule attached hereto as Appendix "A". This schedule will be in effect during the period of October 1, 2023 until December 31, 2023.

Thereafter, the Service Fees shall be increased on January 1 of each year by the average percentage of the consumer price index for urban consumers (CPI-U) for water and sewer and trash collection services from November to November of the previous three years. The disposal fee component of the service fee shall be increased by the same percentage as any increase in the cost of disposal at the Resource Recovery Facility.

4.3 Certification of Unpaid Bills. City will certify to Washington County, on an annual basis, all delinquent Service Fees. These amounts will be assessed on and payable with the owner of the Residential Dwelling's property taxes.

As required by Minnesota Statutes to assess Solid Waste delinquent billing amounts, the Contractor must complete the following Certification process:

- Send Notices/Certification Letters to Residential Dwelling Account Holders/Property Owners of the properties ("Letter") no later than September 30th each year to meet Minnesota Statute requirements of 45 days to pay before certification (November 15th each year).
- Letter must include the certification amount for Unpaid Balances for July 1st of previous year thru June 30th of current year and must not consist of delinquent charges for any other period.
- Letter must include Due Date of November 15th for payment of Unpaid Balance to avoid certification.
- Letter must provide a contact name and telephone number of Contractor to answer questions regarding certification letters, amounts of certifications, etc., to ensure that customer service does not refer them back to the City.
- Provide a copy of all Letters sent to Residential Dwelling Account Holders/Residential Dwelling Owners to the City no later than September 30th in electronic form (i.e. flash drive or CD) for the City's records.
- Create Certification list with verified Property ID numbers formatted as ##.###.##.### (County Requirement and supplied to Contractor by the City) and Amounts for Certification by the 3rd Friday of November.
- The Contractor shall provide the City with the list to be certified in an electronic format.
- Any changes in Property ID numbers that were corrected and emailed to the Contractor by the City the previous year need to be reflected in the current year.
- Contractor understands that should any part of the above Certification Process as

described above is not completed the City will not certify any delinquent billings to the County until the following year in order to meet Minnesota Statute assessment requirements.

4.4 Process for Changes (for any reason) after Current Year Certification to the County.

- Contractor must present a written request to the City for the change/abatement.
- City staff will present the abatement request to the City Council for approval.
- City staff will send the abatement to Washington County.
- Certification list for totals remaining due must be adjusted to reflect new expected payment amounts.
- Flat Fee to City of \$25.00 per change/abatement, as defined under Section 3, Definitions, will be deducted from the Final City Payment to Contractor.

4.5 Previous Years Certification Refunds. Should there be any refunds for the previous year's abatement, the Contractor will be responsible for refunding the full amount of the special assessment to the Residential Dwelling Account Holders/Property Owners.

4.6 Payment of Certification Funds. City will reimburse the Contractor within 60 days from the completion of the certification process.

5 DISPOSITION OF MATERIALS.

5.1 The responsibility for all Solid Waste collected shall be that of the Contractor from the time of pick-up. Thereafter, ownership remains with the Contractor until the Contractor has properly disposed of or marketed the collected materials.

5.2 Contractor shall dispose of Recyclables at a facility for Processing as it deems advisable, but in compliance with all City, County, State, and Federal laws and rules. Contractor may not transport the Recyclables to a mixed municipal solid waste disposal facility and shall not landfill, incinerate, compost, or make fuel pellets out of the Recyclables; provided the Resource Recovery Facility is operational and has capacity. The Contractor shall, upon the request of the City, inform the City in writing of the method of disposal and of any changes in the method.

5.3 Contractor will deliver MSW generated by municipal activities, including waste services contracts/agreements arranged for by the City on behalf of its residents, to the Ramsey/Washington County Recycling and Energy Board (R&E Board) Facility located in Newport, MN.

6 COLLECTION LOCATION, SCHEDULE AND DAILY SERVICE HOURS.

6.1 Contractor shall make MSW curbside pickup at all Residential Dwellings in the City one time per each week during the term of this Agreement. All MSW from each Residential Dwelling, shall be collected on the same day.

6.2 Single-sort Recycling shall be picked up every other week on the same day as MSW is collected.

6.3 Daily service hours shall be between the hours of 7:00 a.m. and 7:00 p.m. No Collection service shall take place outside of these hours.

- 6.4** After the Contractor has picked up the MSW and Recycling from a Residential Dwelling, the Contractor shall return all carts to a point that does not impede the roadway.

7 WALK-UP/ VALET SERVICE.

- 7.1** The Contractor will provide a walk-up, or valet, service for MSW and Recyclables Collection for Senior or Adjusted Accounts. For these stops, the Contractor walks the cart(s) down to the curb, empties the cart(s), and walks the cart(s) back up to its original location. It is expected that driveways will be maintained in passable condition, have no greater than a moderate slope (max. 15%), and surface may be gravel and/or paved.
- 7.2** This service will be offered at the same rate as the Curbside Solid Waste and Recycling Services provided in Appendix A. It shall be the responsibility of the City to maintain and verify service eligibility. In addition, the Contractor shall provide this service as a temporary option (i.e. a resident recovering from surgery, injury and/or other temporary physical restriction) or as a re-occurring annual option for Senior or Adjusted Accounts.

8 VOLUME BASED MSW SYSTEM.

- 8.1** Volume/Weight-based MSW fees must be offered to each Residential Dwelling, in compliance with MN Stat. § 115A.93 sub. 3.
- 8.2** The Contractor shall furnish Carts for MSW in small, medium, and large sizes to Residential Dwellings. Residents shall be allowed to choose the number and size of the Cart(s) for their residence to be delivered by Contractor if not already provided and will be billed according to the Rate Schedule attached as Appendix A. . If the Contractor chooses to supply Carts that are slightly larger than the sizes listed above, it shall be considered in compliance with this provision. Carts will remain the property of the Contractor.
- 8.3** Carts shall be identified with the name of the Contractor. The City acknowledges that the majority of carts in use within Scandia bear the name of a company acquired by the Contractor. The Contractor shall either replace these carts or modify (i.e. sticker) them to identify them with the WM name no later than January 1, 2025.
- 8.4** In the event a Residential Dwelling desires collection of MSW in excess of the Cart size it has selected, the Contractor shall pick up the excess MSW and include on the Residential Dwelling's quarterly invoice an amount of \$3.00 for each additional thirty (30)- gallon bag or equivalent of excess MSW.
- 8.5** The Contractor shall not be obligated to change Cart size more than once annually and upon less than thirty (30) days' notice.
- 8.6** The Service Fee per month per Residential Dwelling shall be as stated on Appendix A as, "Adopted and amended by resolution of the City Council."
- 8.7** Residents who will be continuously absent from the City for more than thirty (30) days shall be entitled to a reduced rate to \$0.00 per month during the period of their absence. Notification shall be made by the resident that they will be absent for more than thirty (30) days. Residents are permitted to take up to six (6) months of

vacation leave in a calendar year in increments of at least thirty (30) days.

9 MSW TIPPING FEES/HAULER REBATE.

- 9.1** It is agreed by the Contractor and the City that disposal rates are a combination of tipping fees and hauler rebates. In the event that the net of tipping fees and hauler rebates increase or decrease in any given twelve (12) -month period, either party may request a rate adjustment by contacting the other party. Any rate adjustments shall be negotiated between the parties, and approval will not be unreasonably withheld. A maximum of one (1) adjustment per twelve (12) -month period is allowed.
- 9.2** The tipping fee at the R&E Board Facility in 2023 is One Hundred, Three Dollars and 00/100 Cents (\$103.00) per ton The net disposal cost is -\$103.00 per ton.

10 RECYCLING.

- 10.1** The pickup of Recyclables shall be unlimited in quantity. Currently, Yard Waste is not an option available in the community; Parties agree to mutually negotiate in good faith to amend this Agreement to include Yard Waste when such an option is reasonable.
- 10.2** Residential Dwellings. Contractor shall provide a minimum of one (1) Cart for the collection of "Single-sort" Recycling per residential unit. Residents shall be allowed to choose the number and size of the Recycling Cart for their residence at no additional charge.
- 10.3** Washington County and the Contractor shall jointly approve the list of Recyclables collected by Contractor. Contractor may add Recyclables for which it has stable markets.
- 10.4** Single-sort Recycling shall be picked up every other week on the same collection day of the week as a resident's MSW.
- 10.5** Contractor shall assist in the Recycling publicity and public education at the request of the City. Contractor agrees to cooperate in the development and distribution of educational material to help reduce Solid Waste generation and improve Recycling practices and disposal attitudes and habits.
- 10.6** Contractor agrees to replace worn or unreadable Recycling stickers on Carts as part of the continued education of residents on Recycling
- 10.7** Contractor shall be responsible for annually informing residents of the "Single- sort" Recycling program. The City shall be informed and receive copies of all information distributed to Scandia residents. The City requires the Contractor to publish and mail to each service address an annual public education flyer that contains the following Recycling information for City residents:
- Annual calendar of curbside Recycling collection dates
 - List of materials to be included for Recycling
 - Examples of non-targeted materials that cannot be recycled in the City's Recycling program
 - General information about Curbside Recycling

- How to prepare materials for Recycling

10.8 The Contractor shall provide a link to a website unique to the City of Scandia, which shall contain, at minimum, the materials distributed to residents and an annual Recycling calendar.

11 DATA RETENTION AND REPORTING.

11.1 Contractor shall compile and retain Solid Waste data and report county-required data to Washington County. In addition, the Contractor shall furnish the City copies of Solid Waste reports that are submitted to Washington County when requested. Failure to furnish this data to the County within twenty (20) business days of it being due shall entitle the City to withhold any payments due to the Contractor until the data is received by the County.

11.2 Contractor must also provide to the City upon request any data generated by Contractor solely and exclusively for this Agreement that is required by Washington County including data pertaining to household participation rates.

12 COOPERATION.

Contractor agrees to meet and cooperate with City staff and the City Council when requested by the City, and to study and evaluate the Solid Waste collection system in order that the goals of the City's Comprehensive Plan are realized. If necessary, based upon regulatory changes and technological advances, Solid Waste services may be modified, such as the addition of Organic Waste to the Collection system.

13 CUSTOMER SERVICE.

13.1 The Contractor shall maintain a toll-free telephone number for accepting complaints and resident calls. Customer service representatives shall be available during the hours between 8:00 a.m. and 4:30 p.m., Monday through Friday, except Holidays. The telephone number and any subsequent changes shall be given to the City in writing. Residents may also use WM.com to communicate with customer service.

13.2 Whenever the City or a resident notifies the Contractor of a location that has not received scheduled service, the Contractor is required to serve the location no later than the following business day from the time of the complaint.

13.3 A record of all complaints and action taken thereon shall be kept by the Contractor and reported monthly to the City. All complaints shall be answered by the Contractor courteously and promptly.

14 DISPUTE RESOLUTION.

14.1 Contractor shall, in good faith, attempt to settle any dispute arising with residents. In the event the parties cannot resolve a dispute, the matter shall be submitted to City staff.

14.2 In the event a dispute shall arise between the Contractor and the City, with respect to the amount of monthly compensation entitled to the Contractor from the City, duly appointed City and Contractor representatives should meet and endeavor to

resolve the differences. In the event the dispute cannot be so resolved, both the City and Contractor shall be bound by the terms and conditions of this Contract. Disputes that require legal action will be dealt with in Washington County District Court. This contract shall be construed in accordance with the laws of the State of Minnesota.

15 LIQUIDATED DAMAGES.

15.1 Contractor agrees, that the City may demand payment from Contractor in the amounts specified below as liquidated damages for failure of Contractor to fulfill its contract obligations; provided the Contractor has not cured the failure. .

- Failure to respond to legitimate missed pickup within twenty-four (24) hours in a reasonable and professional manner - Fifty dollars and 00/100 Cents (\$50.00) per incident.
- Failure to provide quarterly and/or annual reports - One Hundred Dollars and 00/100 Cents (\$100.00) per incident.
- Failure to provide residential list or number of carts and dumpsters at each service level- One Hundred Dollars and 00/100 Cents (\$100.00) per incident
- Failure to complete the collections within the specified timeframes without proper notice to the City - One Hundred Dollars and 00/100 Cents (\$100.00) per incident.
- Failure to clean up spills caused by Contractor during collection operations - Two Hundred Fifty Dollars and 00/100 Cents (\$250.00) per incident.

16 MUNICIPAL FACILITIES AND CITY EVENTS COLLECTION REQUIREMENTS.

16.1 Contractor shall collect and dispose, without additional charge, such MSW and Recycling as is the responsibility of the City, or which is accumulated by the City, or for the City, such as street cans and park barrels and Recycling containers, including Recycling and MSW from all City-owned facilities, which currently are:

- City Hall/Community Center, 14727 209th St. N. (6-yard dumpsters for MSW and recycling)
- Public Works/Fire Hall, 15040 Scandia Trail N. including:
 - 6-yard dumpsters for MSW and recycling
 - Up to two (2) 30-y a r d demolition roll-offs two (2) times a year when requested by the Public Work Director
- Boat landings owned by the City of Scandia at Goose Lake and Log House Landing on the St. Croix River to include two 96-gallon MSW bins for each location.
- Three community special events, dates to be determined by the city, number and type of carts or dumpsters to be as requested by the Public Works Director
- Annual Cleanup Event, the event dates, equipment to be provided and service rates to be mutually agreed upon by the parties.

16.2 In the event of a natural disaster within the City, the Contractor may but not be obligated to make dumpsters available as necessary for the cleanup at a price to be negotiated at the time the service is rendered.

17 EQUIPMENT.

17.1 In addition, all Collection Vehicles used in performance of the Agreement shall:

- Be marked with the name of the Contractor prominently displayed on both sides of the truck. The lettering must be at least three (3) inches in height,
- Operate within the weight allowed by Minnesota Statutes and local ordinances.
- Be duly licensed and inspected by the State of Minnesota.
- Have a first aid kit.
- Have an approved fire extinguisher.
- Have warning flashers.
- Have a broom, shovel and absorbent material for cleaning up solid or fluid spills.
- Have warning alarms to indicate movement in reverse.
- Have a sign on rear of vehicle. which states *"This vehicle makes frequent stops"*.
- All of the required equipment must be in proper working order.
- All vehicles must be maintained in proper working order and be as clean and free of offensive odors as possible.

18 PERSONNEL REQUIREMENTS.

18.1 Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement.

18.2 Background Checks. All of the Contractor's employees shall be subject to security screening and background checks before they can work within the City.

18.3 The Contractor understands that if any of the Contractor's employees, agents, or independent contractors are deemed unsuitable due to criminal history, security violations or lack of citizenship or legal status documentation, they shall be precluded from engaging in any service under this Agreement. Contractor shall provide current employee identification (in Contractor's sole discretion) and legal status to the City on request throughout the term of the Agreement.

18.4 If requested by City, Contractor shall provide documentation that all of Contractor's personnel working within the City have been trained both in program operations and in customer service, and shall ensure that all personnel maintain a positive attitude with the public and in the work place, and shall:

- Conduct themselves at all times in a safe and courteous manner and use no abusive or foul language.
- Make a concerted effort to have at all times a presentable appearance and attitude.
- Wear a uniform and employee identification badge or name tag.
- Drive in a safe and considerate manner.
- Manage Carts and multiple dwelling Carts in a careful manner so as to avoid spillage and littering, or damage to the Cart. Carts should not be thrown once emptied.
- Monitor for any spillage caused by Contractor and be responsible for cleaning up any litter or breakage which occurred as a result of Contractor's actions.
- Avoid damage to property resulting from Contractor's negligence.
- 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.

19 LICENSES AND PERMITS.

The Contractor shall ensure that all driver and truck licenses and permits are current and in full compliance with local, state and federal laws and regulations. Upon request by the City, Contractor shall make available for inspection all such licenses and permits of Contractor owned processing facility used to handle material from the City as required by the appropriate city, county, state and federal laws and ordinances.

20 SCHEDULES.

20.1 Contractor shall furnish the City with a map of the area in which Collections will be made each day of the week, and the Contractor shall adhere to this schedule unless permitted otherwise by this Agreement.

20.2 Severe Weather. The Contractor may postpone Collections due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but not be limited to, those cases in which snow, sleet, ice or cold temperatures might jeopardize the safety of the Contractor's staff or result in unsafe driving conditions. If Collections are postponed, the Contractor shall notify the City and Customer within two (2) hours of the determination being made. Upon postponement, Collection will be made on the immediately following business day or the immediately following Saturday, whichever is soonest.

21 CHANGE IN COLLECTION SCHEDULE.

21.1 Contractor may request a change in the schedule by requesting the change in writing to the City at least thirty (30) days from the proposed date of the requested change. A change shall be affected only upon prior, written authorization from the City and upon publication at least once in a newspaper of general circulation in the City during the week before the change.

21.2 Contractor shall not be required to make regular Collection on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided that the routes are collected on the immediately following business day or the immediately the following Saturday, whichever is soonest.

21.3 Contractor is responsible to notify residents of any changes in the collection schedule as a result of the Holidays and Severe Weather.

22 INSURANCE REQUIREMENTS

22.1 Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Agreement and shall remain continuously in force for the duration of the Agreement. The Contractor shall provide Certificates of Insurance to the City as evidence of the required insurance coverage requirements as soon as available

after December 31. Contractor's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement. Contractor's policies and Certificate(s) of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City or in case of non-payment of premium, at least ten (10) days written notice of cancellation. Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and be authorized to do business in the State of Minnesota. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- A. Workers Compensation Insurance. Workers compensation insurance as specified by the Minnesota Department of Occupational Health and Safety and federal law. Coverage shall include Employer's Liability with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

- B. Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury and property damage, which may arise from operations under the Agreement, with minimum limits at or above the maximum municipality liability under Minn. Stat. § 466.04, as amended, or the minimum limits set forth below, whichever is greater:

- \$2,000,000 – per occurrence
- \$2,000,000 – annual aggregate
- \$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages should be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- City must be endorsed as an Additional Insured

- C. Business Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury and property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under this Agreement with minimum limits at or above the maximum municipality liability under Minn. Stat. § 466.04, as amended, or as follows, whichever is greater:

- \$1,500,000 – per occurrence combined single limit for bodily injury and property damage

This insurance includes a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

An Umbrella or Excess Liability Insurance policy may be used to supplement the policy limits on a follow-form basis to ratify the full policy limits required by the

Agreement.

23 TRANSFER OF INTEREST.

23.1 The Contractor shall not assign any interest in the Agreement, and shall not transfer any interest in the Agreement, either by assignment or notation, without the prior written approval of the City. The Contractor shall not subcontract any services under this Agreement without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate Agreement termination.

24 NON-ASSIGNMENT AND BANKRUPTCY.

24.1 The parties hereby agree that the Contractor shall have no right to assign or transfer its rights and obligations under said Agreement without written approval from the City. In the event the City or its successors or assigns files for bankruptcy as provided by federal law, this Agreement shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

25 DISPUTE RESOLUTION AND ARBITRATION PROCEDURES.

The parties agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled, at the option of either party, by arbitration in accordance with the Rules of the American Association of Arbitration and judgment upon the award by the arbitrator(s) may be entered in any court with jurisdiction thereof.

26 PERFORMANCE BOND.

This Agreement specifies requirements for a performance bond in the case of the Contractor's failure to perform contracted services. The performance bond shall be for a minimum of \$300,000. The responsibility for renewal is the responsibility of the Contractor.

27 GENERAL COMPLIANCE.

27.1 The Contractor agrees to comply with all applicable local, state and federal laws Independent Contractor.

27.2 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. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or subcontractors of the Contractor 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 the Contractor.

27.3 The City warrants that City's property is sufficient to bear the weight of Contractor's equipment and vehicles and agrees that Contractor shall not be responsible for any damage to City's pavement or any other surface resulting from the equipment or

Curbside Solid Waste and Recyclable Services.

28 HOLD HARMLESS.

28.1 The Contractor agrees to defend, indemnify and hold harmless the City and its council members, officers, and employees from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from negligent act or omission, misfeasance or malfeasance of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this Agreement. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute § 3.732, et seq., shall apply with respect to liability bonding, insurance and liability limits.

29 ACCOUNTING STANDARDS.

29.1 The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

30 RETENTION OF RECORDS.

30.1 The Contractor shall retain all records pertinent to expenditures incurred under this Agreement for a period of six (6) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Agreement shall be retained for six (6) years after final disposition of such property.

31 DATA PRACTICES.

31.1 The Contractor agrees to comply with the Minnesota Government Data Practices Act as applicable as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing any of the City's functions under the Agreement in accordance with Minn. Stat Section 13.03 Subd. (11). The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests.

31.2 All proposals, such as those for post-disaster assistance, shall be treated as non-public information until the proposals are opened for review by the City. At that time the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

32 INSPECTION OF RECORDS.

32.1 All Contractor records with respect to any matters covered by this Agreement shall be made available to the City or its designees at any time during normal business hours, as reasonably often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

33 APPLICABLE LAW.

33.1 The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Washington, State of Minnesota, regardless of the place of business, residence or incorporation

of the Contractor.

34 AGREEMENT TERMINATION.

34.1 Either the City or the Contractor may cancel the Agreement if the other party 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.

34.2 The City shall pay Contractor 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 canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor solely and exclusively for the City under this Agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

35 EMPLOYEE WORKING CONDITIONS AND CONTRACTOR'S SAFETY PROCEDURES.

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable local, state and federal laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for worker's compensation or safety violations and standard operating procedures documents.

36 AGREEMENT AMENDMENTS.

Any amendments to this Agreement shall be valid only when reduced to writing, and duly signed by the parties.

37 MISSED COLLECTIONS AND CLEANUPS.

37.1 If the Contractor shall fail to make a Collection at any residence, it shall do so by the end of the next business day after notification is received by Contractor from the City or resident of the address where the Collection was not made.

37.2 If the Contractor's operations result in the damage or destruction of an MSW or Recycling Cart, it shall replace the Cart within one (1) week after notification from the City or resident of the address where the Cart was damaged. If a Cart is damaged by the actions of the Residential Dwelling, the Contractor shall replace the cart within (1) week after notification from the City or resident of the address and bill the resident for the value of the Cart. Regardless of cause, Contractor shall replace materially damaged or destructed carts as soon as practical.

37.3 The Contractor shall also respond promptly upon request by the City to clean up any spills, loose Solid Waste, Solid Wastes blown out or vehicles or leakage of vehicle fluids that result from Contractor's operations. The Contractor shall promptly clean up any of the above if observed by employees or notified of same during the route.

38 CURBSIDE RULES AND REGULATIONS.

38.1 The City agrees to enact and to continue in effect reasonable regulations obligating

its citizens to make the MSW and Recycling Carts reasonably accessible to the Contractor on the day of Collection.

38.2 The City agrees to include in the Solid Waste and Recycling Ordinance of the City to require at least the following regulations, rules and consumer requirements:

1. That residential Curbside Solid Waste and Recycling Services are mandatory and collectable only by the Contractor;
2. That the Residential Dwelling shall be responsible for the damage or loss of a Cart caused by their negligence and shall be liable to the Contractor for this damage, except that reasonable wear is expected;
3. Under this Agreement, Contractor is not responsible for collection of yard waste, bulk items or Hazardous Waste;
4. That no Cart be unreasonably compacted by stuffing or otherwise;
5. That a thirty (30) -gallon bag of Solid Waste shall not exceed thirty (30) pounds;
6. Contractor shall not be obligated to collect Recyclables contained in bags of any size or material.
7. After Collection by the Contractor, Cart shall be returned by the Contractor to a point that does not impede the roadway.

39 GUARANTY OF NONDISCRIMINATION.

39.1 Contractor agrees that during the life of the Agreement, the Contractor will not, within the State of Minnesota, discriminate against any employee or applicant for employment because of race, color, creed, national origin or ancestry or sex and will include a similar provision in all subcontracts entered into for the performance thereof.

39.2 The Agreement may be cancelled or terminated by the City and all money due or to become due may be forfeited for a second or subsequent violation of the terms or conditions of this paragraph. This paragraph is inserted in the Agreement to comply with the provisions of Minnesota Statutes§ 181.59.

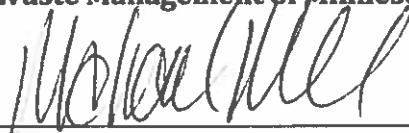
40 RENEWAL TERMS.

40.1 Nothing in this Agreement shall be construed to require an extension of this Agreement. At the expiration date of the Agreement, the Agreement shall continue on a month-to-month basis, provided Contractor has the right to increase rates per section 4.2 above if Agreement extends past December 31, 2030, until the City and Contractor upon mutual agreement extend the Agreement, or either Party provides written notice of termination in the preceding month, or the City may invite additional Agreement applications or proposals.

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IN WITNESS WHEREOF, the Parties have caused this to be executed in form and manner sufficient to bind them at law as of the Effective Date.

Waste Management of Minnesota, Inc.



~~Thomas Beaulieu, Area Vice President~~

Michael Mills, Area General Manager

City of Scandia



Steve Kronmiller, Acting Mayor



Kyle Morell, City Administrator

APPENDIX "A" - SOLID WASTE & RECYCLING RATES

2024 Monthly Service Fees Per Residential Dwelling, not Including Minnesota Solid Waste Taxes and the County Environmental Charge

	Small/ 35 Gallon	Medium/ 64 Gallon	Large/ 96 Gallon
MSW Collection	\$ 13.04	\$13.04	\$13.04
MSW Disposal	\$ 5.28	\$7.76	\$10.45
Bi-Weekly Recycling	\$9.39	\$9.39	\$9.39
Total	\$27.71	\$30.19	\$32.88

APPENDIX "B" - RECYCLABLES

SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* - brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of City may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public or materially impair the strength or the durability of WM's structures or equipment.