

CITY OF BLAINE

REVISED AGREEMENT FOR GARBAGE, REFUSE, RECYCLABLE

MATERIALS AND YARD WASTE COLLECTION SERVICES

~~January 1, 2016~~January 1, 2019 – June 30, 2021

THIS AGREEMENT AS AMENDED (“Amended Agreement”), dated ~~_____~~, 2015January 1, 2019 is made between the **CITY OF BLAINE**, a Minnesota municipal corporation (the “City”), and **WALTERS RECYCLING AND REFUSE, INC.**, a Minnesota corporation (“Contractor”).

WHEREAS, the City issued a Request for Proposal for garbage, refuse, recyclable materials and yard waste collection services within the City of Blaine, and Contractor has submitted a proposal to provide such services;

WHEREAS, the City and Contractor have agreed to enter into this Amended Agreement for the provision of such services under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

1. Definitions

1.1 “Brush” shall mean branches, trees and other shrubs, which are less than four (4) inches in diameter and have been tied in bundles that are not more than four (4) feet in length and weigh no more than thirty-five (35) pounds per bundle.

1.2 “Collection” means, as appropriate, *Garbage and Refuse Collection, Recycling Collection and/or Yard Waste Collection* (as such terms are defined below).

1.3 “Dwelling Unit” means a separate dwelling place with a kitchen, excluding Dwelling Units in apartments and all Dwelling Units located within manufactured housing parks.

1.4 “Garbage” means animal and vegetable wastes resulting from the handling, preparation, cooking, service and consumption of food.

1.5 “Garbage and Refuse Collection” or “Refuse Collection” means the taking up and collecting of all Garbage and *Refuse* (as defined below) accumulated in containers at single, double, triple, quadruple, six, or eight unit Dwelling Units, including townhomes within the corporate limits of the City and the transportation to a facility authorized and designated by Anoka County. Apartments and manufactured housing parks are excluded from this Amended Agreement.

1.6 “Receptacle”, unless specifically provided otherwise, whether referred to as “cart”, “garbage can”, “plastic bag”, “suitable container”, “cans” or “containers”, shall be of such size and form as to permit Collection and handling by one person. A single Receptacle may not exceed 96 gallons.

1.7 “Recyclable Materials” shall mean at a minimum newsprint, green, brown, and clear glass (food and beverage) containers, aluminum, steel, bi-metal, and “tin” cans (food and beverage containers), plastic containers labeled 1 through 7, corrugated cardboard, box board, catalogs, magazines, phone books, hard and soft covered books, and mixed paper. The term mixed paper shall not include paper

contaminated with Garbage, paper plates and cups, pizza boxes, napkins, waxed paper, carbon paper, restroom paper, used lunch bags, or wallpaper. Other materials may be mutually agreed upon by the City and Contractor.

1.8 “Recycling Collection” shall mean the taking and receipt of all Recyclable Materials accumulated in containers at Dwelling Units covered in this Amended Agreement. Collection shall also include transporting the Recyclable Materials to a processing site or end market as determined by Contractor and approved by the City.

1.9 “Recycling Receptacles” shall mean one-unit Receptacles in which Recyclable Materials can be stored and later placed at curbside for Collection as approved by the City.

1.10 “Refuse” means all wastes which normally result from the operation of a household, except body waste and Garbage, including but not limited to rubbish, metal cans, papers, cardboard, glass jars, bottles, wood, ashes, household construction materials, cement, bricks, furniture, plastics, and any other household Refuse or materials small enough for one person to handle. The term Refuse shall not include *Yard Waste* (as defined below), nor shall it include building materials or other waste or debris resulting from construction or reconstruction of buildings and other improvements by contractors, *White Goods* (as defined below), tires, oil, auto batteries, oil filters, fluorescent lamps, and/or any other items prohibited by law from entering solid waste facilities.

1.11 “Resident” shall mean a City resident whose Dwelling Unit receives any type of Collection services provided by Contractor pursuant to the terms of this Amended Agreement.

1.12 “Tipping Fee” shall mean the charge per ton assessed to Contractor by the City approved solid waste disposal facility for disposing of Refuse and Garbage. Tipping Fee includes any taxes and/or surcharges.

1.13 “Unacceptable Recyclable Materials” shall mean materials not properly prepared, separated and/or located in accordance with this Amended Agreement as generally accepted recycling practices established by Contractor or materials currently not designated for curbside Collection.

1.14 “Walk Up Customer” is a household, approved by the City, which shall receive Garbage, Refuse, Recycling, and Yard Waste service at the household instead of the curbside due to the physical limitations of the Resident.

1.15 “White Goods” shall mean household appliances, including but not limited to, clothes washers and dryers, dishwashers, water heaters, residential furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, and freezers.

1.16 “Yard Waste” means compostable, organic material consisting of grass clippings and leaves but excluding Brush.

1.17 “Yard Waste Collection” means the taking and receipt of all Yard Waste accumulated in *Yard Waste Receptacles* (as defined below) at all Dwelling Units in the City whose Resident elects to purchase the service as described in Section 5. Yard Waste Collection shall also include transportation to an approved compost site.

1.18 “Yard Waste Receptacle” shall mean any type of container that Contractor uses for Yard Waste Collection. The use of a Yard Waste Receptacle shall be approved by the City.

1.19 “Yard Waste User Fee” shall mean the fee charged by Contractor for costs attributable to Collection, transportation, and disposal of Yard Waste at a compost site. Yard Waste User Fees are set forth in Section 5.1.1.

2. Term of Agreement

2.1 The term of this Amended Agreement (“Term”) shall be for a period of five-two and one half (5-2 ½) years commencing January 1, 2016-2019 and ending on June 30, 2021. This Amended Agreement may be extended for a period of up to three (3) years at the option of the City. To exercise this option, the City must provide Contractor written notice of its election to exercise such right at least one (1) year prior to the expiration of the original Term. Whenever reference is made in this Amended Agreement to the Term of this Amended Agreement, such reference shall include the option period if it is so exercised by the City.

3. Garbage and Refuse Services to be Performed

3.1 Frequency of Collection: Garbage and Refuse accumulated at Dwelling Units within the corporate boundaries of the City shall be collected at least once a week. Other than weeks incorporating holidays listed in Section 7.8 or weeks in which there is a significant weather or other *Force Majeure* event, Collections shall be done Mondays through Fridays in accordance with the current scheduled Collection day for Residents to avoid service disruption (“Collection Schedule”); provided, however, that if Collection falls on a holiday or if a day is lost due to a significant weather or *Force Majeure* event, the schedule of Collection outlined in Section 7.8 shall apply. A copy of the current Collection Schedule is attached hereto as Exhibit A. Any proposed changes to the Collection Schedule must be submitted for approval to the Office of the City Manager.

3.2 Hours of Regular Collection: Except for unusual weather, traffic or other similar types of conditions or events that slow down traffic, daily Collection hours shall not begin prior to 7:00 a.m. and shall not continue past 5:00 p.m., unless prior permission has been granted by the City.

3.3 Procedure for Collection and Handling Refuse: All Garbage and Refuse must be handled in such a manner that none of said Refuse is spilled, dropped, strewn, or allowed to remain on, about or around the Dwelling Unit from which it is collected. No Garbage or Refuse from Receptacles, trucks, or equipment shall be dropped, strewn, thrown, or in any manner deposited upon any of the streets or sidewalks within the City. Care shall be taken not to damage Receptacles.

3.4 Disposal of Refuse: All Garbage and Refuse shall be transported to, weighed-in at, and disposed of at a solid waste facility that is approved by the City. The disposition of such material shall be conducted and handled so as to at no time create a nuisance to become injurious to the public health of persons living either within or outside the corporate limits of the City. Contractor shall dispose of Garbage and Refuse at a facility that most cost effectively meets the State of Minnesota Public Entities Processing Requirements under Minnesota Statutes Sections 115A.46, 115A.471, and 473.848 and the Anoka County Solid Waste Master Plan.

3.5 Monthly Reporting: Contractor shall provide tonnage information on Garbage and Refuse collected on a monthly basis. The City may withhold payment for Garbage and Refuse Collection services pending receipt of such information.

3.6 City Events: Contractor shall provide Refuse Receptacles and Collection services for the current festivals and events at no additional charge. The parties agree to negotiate in good faith charges for any new or additional festivals or events.

3.7 Christmas Trees: Contractor shall provide for the disposal of Residents' Christmas Trees during the first two full weeks of each year; provided, however, that if the Christmas tree is over eight (8) feet long, the Resident must first cut it in half before placing it at the curbside. In addition, all decorations, ornaments and stands must first be removed.

3.8 City Properties: Contractor shall provide Collection and Receptacles to all City owned sites currently including but not limited to City Hall, Public Works Building, Fire Stations, and all City park properties, at no additional charge. All Receptacles shall be readily accessible to Contractor on the Collection days specified by the City. The parties agree to negotiate in good faith charges for any new or additional City buildings or properties.

3.9 Bulky Items: Contractor shall collect any large or bulky items, excluding White Goods, set out for Collection. Contractor shall collect these items at no charge from Residents with the 96-gallon/unlimited level of service. For Residents that have either the 32-gallon or the 64-gallon service, and wish to have Contractor pick up the extra items at the curb, Contractor shall charge the Resident directly for both the trip charge and the disposal cost as set forth under the following fee schedule. This fee schedule shall not be changed unless by mutual agreement of the City and Contractor. The City shall be entitled to a monthly credit on its obligations due Contractor in an amount equal to the total disposal costs actually collected by Contractor from the Residents during the prior month pursuant to the terms of this Section 3.9.

3.9.1 Fee Schedule:

Item	2016	Trip & Handling charge	Disposal	2017	2018	2019	2020	2021
Bathtub	\$50.00	\$42.50	\$7.50	+4%	+4%	+4%	+4%	+4%
Bed	\$30.00	\$27.00	\$3.00	+4%	+4%	+4%	+4%	+4%
Bike	\$25.00	\$22.00	\$3.00	+4%	+4%	+4%	+4%	+4%
Carpet	\$15 per Cubic Yard			\$18 per Cu. Yd	\$20 per Cu. Yd	\$22 per Cu. Yd	\$24 per Cu. Yd	\$26 per Cu. Yd
Chair- kitchen-type	\$20.00	\$17.00	\$3.00	+4%	+4%	+4%	+4%	+4%
Chair-upholstered	\$30.00	\$23.00	\$7.00	+4%	+4%	+4%	+4%	+4%
Construction Debris	\$20.00/yd	\$13.00	\$7.00	\$22.00/yd	\$24.00/yd	\$26.00/yd	\$28.00/yd	\$30.00/yd
Door	\$20.00	\$17.00	\$3.00	+4%	+4%	+4%	+4%	+4%
Dresser	\$30.00	\$27.00	\$3.00	+4%	+4%	+4%	+4%	+4%
Exercise Equipment	Varies \$50-100	Varies	Varies	+4%	+4%	+4%	+4%	+4%
Garage Door Tracts	\$50.00	\$43.00	\$7.00	+4%	+4%	+4%	+4%	+4%
Gas Grill (no tanks)	\$40.00	\$35.00	\$5.00	+4%	+4%	+4%	+4%	+4%
Grill-other	\$40.00	\$35.00	\$5.00	+4%	+4%	+4%	+4%	+4%
Lawnmower (drained)	\$40.00	\$35.00	\$5.00	+4%	+4%	+4%	+4%	+4%

Mattress	\$40.00	\$35.00	\$5.00	+4%	+4%	+4%	+4%	+4%
Pallets	\$10.00	\$8.00	\$2.00	+4%	+4%	+4%	+4%	+4%
Sink	\$30.00	\$26.00	\$4.00	+4%	+4%	+4%	+4%	+4%
Swing Set	\$125.00	\$100.00	\$25.00	+4%	+4%	+4%	+4%	+4%
Table	\$50.00	\$42.50	\$7.50	+4%	+4%	+4%	+4%	+4%
Toilet	\$30.00	\$23.00	\$7.00	+4%	+4%	+4%	+4%	+4%
Vacuum	\$20.00	\$17.00	\$3.00	+4%	+4%	+4%	+4%	+4%
Water Softener	\$30.00	\$23.00	\$7.00	+4%	+4%	+4%	+4%	+4%
Window	\$20.00	\$17.00	\$3.00	+4%	+4%	+4%	+4%	+4%

4. Recycling Services to be Performed

4.1 Frequency of Collection: Contractor shall collect all Recyclable Materials on at least an every other week basis. Recyclable Materials shall be collected at all Dwelling Units receiving Garbage and Refuse Collection. Other than weeks incorporating holidays listed in Section 7.8 or weeks in which there is a significant weather or other *Force Majeure* event, Collection of Recycling Materials shall take place on Monday through Friday, inclusive, on the same day as Refuse Collection. If the service day falls on a holiday or if a day is lost due to a significant weather or *Force Majeure* event, the schedule of Collection outlined in Section 7.8 shall apply.

4.2 Hours of Regular Collection: Except for unusual weather, traffic or other similar types of conditions or events that slow down traffic, daily Collection hours shall not begin prior to 7:00 a.m. and shall not continue past 5:00 p.m., unless prior permission has been granted by the City.

4.3 City Properties: Contractor shall provide Collection, at no additional cost, to all current City and Blaine Economic Development Authority owned sites including but not limited to City Hall, Public Works building, Fire Stations, and all City park properties. All Receptacles shall be readily accessible to Contractor on the Collection days specified by the City. The parties agree to negotiate in good faith charges for any new or additional City buildings or properties.

4.4 City Events: Contractor shall provide Recycling Receptacles and Recycling Collection services for all current Blaine Festivals and City Events at no additional charge. The parties agree to negotiate in good faith charges for any new or additional festivals or events.

4.5 Monthly Reporting: Contractor shall provide to the City tonnage figures based upon scale receipts for the total weight of each Recyclable Material collected including a statement of verification that the scale receipts reflect materials collected only in the City for the particular month in which the reimbursement is being requested. Contractor shall retain scale receipts for a period of time agreed upon by the City and Contractor. Contractor shall also provide the City a monthly compilation of the number of daily Collections of Recyclable Materials made in the City and the total number of collections possible. The City may withhold payments for Recycling Collection services pending receipt of such information.

~~4.6 — Recycling Marketing and Adjustments to Pricing: Contractor shall be responsible for the marketing of all Recyclable Materials collected and shall retain all sales proceeds therefrom. Contractor shall not landfill or incinerate the materials collected for recycling without the permission of the City. All~~

~~Recyclable Materials shall be recycled to the greatest extent possible. Contractor shall do everything possible to maintain the integrity and purity of the Recyclable Materials. In the event of a substantial market change in any of the Recyclable Material commodity prices at any time during the Term of this Agreement, the City or Contractor may, at either's option and upon written notice to the other, request to reopen negotiations for the amount per month charged for Recycling Collection services. In addition, if there is an increase in the volume of Recyclable Materials collected by Contractor at any time during the Term of this Agreement coupled with a corresponding decrease in the Garbage and Refuse volume, it being recognized and acknowledged that the City, in its Request for Proposal, specified that each Dwelling Unit in the City produced an average of 33.65 pounds of Recyclable Materials per month, the City shall reimburse Contractor the additional processing costs but not the additional transportation costs arising from such increase in volume on an annual basis, within ninety (90) days of each calendar year end or 90 days from the end of the Term, whichever is applicable. Contractor shall provide the City a written report within thirty (30) days of year end (or the end of the Term) identifying such increased cost.~~ Recycling Marketing, Recycling Proceeds and Disposal Fees: Contractor shall pay to the City all of the proceeds it receives from the applicable recycling facility, if any, arising from the Recyclable Materials it delivers to such facility pursuant to the terms of this Amended Agreement ("Recycling Proceeds") and to the extent such Recycling Proceeds are less than disposal fees arising from the disposal of the Recyclable Materials, the City shall pay Contractor the net disposal fees relative to the same. Contractor shall use commercially reasonable efforts to maximize Recycling Proceeds for the City and to minimize the City's disposal costs relative to the same. All Recyclable Materials shall be recycled to the greatest extent possible and Contractor agrees that it shall not landfill or incinerate the Recyclable Materials without the permission of the City; provided, however, that such permission shall not be unreasonably withheld, conditioned or delayed in the event local recycling facilities limit or no longer accept any or all of the current items set forth in the definition of Recyclable Materials.

4.7 Single Sort: Recyclable Materials may be commingled in the Recycling Receptacles supplied by Contractor.

~~4.8 Ownership: All Recyclable Materials placed for Collection become and remain the responsibility and ownership of the City until handled by Contractor. The Recyclable Materials become the property and responsibility of Contractor upon Contractor's lifting the Recycling Receptacle to place the contents in the Collection vehicle.~~ Ownership: All Recyclable Materials placed for Collection become and remain the responsibility and ownership of the City until delivered to and received by a recycling processing facility.

4.9 Notice to Residents: Contractor will be required to provide written notice to a Resident if the Resident's Recyclable Materials are left for Collection in an unacceptable condition. The notice shall be on forms acceptable to the City informing the Resident that their Recyclable Materials were in an unacceptable condition for Collection. The notice shall also give instructions for the proper preparation of Recyclable Material and the phone number of Contractor and the City's Recycling Coordinator. Contractor shall collect the Unacceptable Recyclable Materials on the first occurrence. Contractor can notify the Resident of the proper procedure. Subsequent Collection of Unacceptable Recyclable Material may be refused; however, this shall be reported to the City, in accordance with the above procedure.

4.10 White Goods Collection: Contractor shall offer Dwelling Units a White Goods pick up service. White Goods must be picked up within three (3) working days (Monday through Friday) of a request from a Dwelling Unit. Contractor shall bill the Resident directly for this service as this is a private

business arrangement between the Contractor and the interested Residents. The City shall not be a party to any such agreements.

4.10.1 White Goods Fee Schedule:

Proposed Charges for 2016	
White Goods Charge	\$45 Per Appliance

Proposed Charges for 2017	
White Goods Charge	\$50 Per Appliance

Proposed Charges for 2018	
White Goods Charge	\$55 Per Appliance

Proposed Charges for 2019	
White Goods Charge	\$60 Per Appliance

Proposed Charges for 2020	
White Goods Charge (without refrigerants)	\$65 Per Appliance

Proposed Charges for 2021	
White Goods Charge (without refrigerants)	\$70 Per Appliance

4.12 Community Education Recycling Promotion: Contractor shall provide for City-wide community education recycling promotion mailers four (4) times per year. The City shall retain editorial control of and approve methods of distribution for all mailers.

5. Yard Waste Services to be Performed

5.1 Yard Waste Collection: Contractor shall offer Yard Waste Collection services to any interested Residents. Yard Waste service shall not be a part of the City's solid waste and recycling service contract with Contractor, but rather a separate, subscription service as a private business arrangement between Contractor and the interested Residents. All Yard Waste shall be placed in a Yard Waste Receptacle. Yard Waste shall be kept unmixed from other types of Garbage or Refuse.

5.1.1 Yard Waste User Fee Schedule:

Proposed Charges for 2016	
Yard Waste Collection Charge	\$89.00 Per Subscription Season
Yard Waste Collection Charge	\$3.50 Per Receptacle/ Bag

Proposed Charges for 2017	
Yard Waste Collection Charge	\$93.00 Per Subscription Season
Yard Waste Collection Charge	\$3.50 Per Receptacle/Bag

Proposed Charges for 2018	
Yard Waste Collection Charge	\$97.00 Per Subscription Season
Yard Waste Collection Charge	\$3.50 Per Receptacle/ Bag

Proposed Charges for 2019	
Yard Waste Collection Charge	\$101.00 Per Subscription Season
Yard Waste Collection Charge	\$4.00 Per Receptacle/ Bag

Proposed Charges for 2020	
Yard Waste Collection Charge	\$106.00 Per Subscription Season
Yard Waste Collection Charge	\$4.00 Per Receptacle/ Bag

Proposed Charges for 2021	
Yard Waste Collection Charge	\$111.00 Per Subscription Season

Yard Waste Collection Charge	\$4.00 Per Receptacle/ Bag
------------------------------	----------------------------

5.2 Frequency of Collection: Contractor shall collect all Yard Waste from all participating Dwelling Units at least once a week during Yard Waste season (April through November weather permitting) during the Term of this Amended Agreement. Other than weeks incorporating holidays listed in Section 7.8 or weeks in which there is a significant weather or other *Force Majeure* event, Collection of Yard Waste shall take place on Monday through Friday, inclusive, on the same day as Refuse Collection. If the service day falls on a holiday or if a day is lost due to a significant weather or *Force Majeure* event, the schedule of Collection outlined in Section 7.8 shall apply. Except for unusual weather, traffic or other similar types of conditions or events that slow down traffic, daily Collection hours shall not begin prior to 7:00 a.m. and shall not continue past 5:00 p.m., unless prior permission has been granted by the City.

5.3 Brush: Contractor shall collect all Brush set out for Collection, up to (ten) 10 bags or bundles, by Residents at no extra charge, as long as it is prepared in a manner mutually agreed upon by Contractor and the City.

5.4 Approved Facility: Contractor shall be responsible for disposal of Yard Waste at a composting facility approved by the City. No Yard Waste shall be disposed of at a solid waste disposal facility.

5.5 Monthly Reporting: Contractor shall provide tonnage information on Yard Waste collected on a monthly basis during Yard Waste season (April through November).

6. Contractor's Equipment

6.1 Contractor shall supply all equipment, labor, and materials necessary to complete Collection, hauling, disposal and/or processing of all Garbage, Refuse, Yard Waste and Recyclables from participating Dwelling Units.

6.2 Contractor's name or firm name, together with phone number, shall be presented in legible letters, not less than five (5) inches in height, on both sides and rear of all trucks and conveyances used in the City in performance of this Amended Agreement. Vehicles should be equipped with warning flashers, back-up alarms, and a broom and shovel, in good usable condition, shall be placed and maintained on each truck.

6.3 Contractor shall place all Garbage, Refuse, Yard Waste, and Recyclables it collects in water tight metal receptacles or vehicles with closed tops so constructed that the contents will not leak or spill therefrom. Such receptacles or vehicles shall be kept as clean and as free from all offensive odors as possible and not be allowed to stand in any street, alley or other place longer than is reasonably necessary to collect Garbage and Refuse.

6.4 Contractor shall use equipment, mutually agreed upon by the parties, that is similar in size and configuration to the equipment already in use in the City for Garbage, Refuse, Recycling, and Yard Waste Collection.

7. Contractor's Operations and Residents' Obligations

7.1 Contractor shall establish and maintain within the City or in a location approved by the City Manager, an office with continuous supervision for accepting complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. until 5:00 p.m. on all days except Saturday, Sunday and

legal holidays as specified in Section 7.8 of this Amended Agreement and days when no Collection is to be made. The address and telephone number of such office and any changes therein shall be given to the City in writing.

7.2 The City may appoint inspectors who may have access to inspect Contractor's equipment and records at reasonable times and with reasonable advance notice.

7.3 Contractor must maintain and provide on a monthly basis an electronic database of all complaints arising as a result of Contractor's services to the City within fifteen (15) days of the end of the month. This record shall include the following information: name and address of caller, date of call, date of incident, driver/operator information, problem, resolution, and time/day of resolution. Contractor will provide this information along with monthly tonnage reports. All complaints shall be answered courteously and promptly by a customer support representative employed by Contractor.

7.4 Whenever the City or Resident notifies Contractor of verified locations which have not received scheduled service, assuming the Resident had his or her Receptacles at the curbside of their abutting street by 7:00 a.m. on the scheduled day of Collection, Contractor shall be required to service such locations before 5:00 p.m. of the same day when notified prior to noon. When notified after noon, Contractor shall service such locations not later than the following day, excluding Sundays or Holidays.

7.5 Contractor shall report to the City any observed violations of ordinances pertaining to Garbage and Refuse Collection, Recyclable Material Collection and Yard Waste Collection.

7.6 Contractor shall comply with ordinances of the City, County and laws or regulations of the State of Minnesota and its agencies related to Collection and disposal of Garbage and Refuse, Yard Waste, and Recycling in effect during the Term of this Amended Agreement. Contractor shall keep all equipment used in the performance of the work in good operating condition and in a clean, sanitary condition and shall thoroughly disinfect each vehicle at least once every eighty (80) hours of operation. Equipment is subject to periodic inspection by the City. All of Contractor's facilities within the City of Blaine shall meet all applicable current City codes and operational standards. Failure to do so may result in termination of this Amended Agreement under Section 13.1.

7.7 Contractor must obtain all pertinent licenses from the City, County, and State.

7.8 Contractor shall not be required to make regular Collections of Garbage, Yard Waste, Refuse or Recyclable Material on a day in which there is a significant weather or other *Force Majeure* event or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day; provided, that the week's schedule shall be completed regardless of the holiday or significant weather or other *Force Majeure* event, which means Collection is then deferred one day. In such situations, Contractor will be allowed to collect routes on Saturdays from 7:00 a.m. to 5:00 p.m. It shall be Contractor's responsibility to notify Residents of any changes in the Collection Schedule as a result of a holiday.

7.9 Contractor's employees shall handle all Receptacles with reasonable care to avoid damage, shall replace all Receptacles in an upright position, and shall immediately clean up and dispose of any contents thereof which may be spilled. All Garbage, Yard Waste and Recycling Receptacles shall be replaced where found. They shall not be placed or thrown on the streets, highways or on adjoining property. Contractor, its agents, or employees shall not throw or drop Receptacles from the truck to the pavement or in any way break or damage or roughly handle the same. Except for Receptacles damaged by a Resident's negligent or intentional acts, Contractor shall repair or replace all broken Receptacles at

no additional charge. Contractor may charge the Resident directly to repair or replace a Receptacle damaged by the Resident’s negligent or intentional act.

7.10 All employees of Contractor shall be dressed in clean uniforms which provide suitable identification and shall exhibit a courteous attitude toward the City’s residents and the general public.

7.11 The City shall be notified in writing, and must agree to any Collection day changes prior to the occurrence of said changes. Contractor is responsible for notifying the affected Dwelling Units of any Collection day changes.

7.12 Contractor shall provide Collection service to Walk Up Customers. These addresses shall have prior approval by the City.

7.13 Contractor shall have at least one supervisor in a truck in the City at all times during regular Collection for Garbage, Recycling, and Yard Waste.

7.14 Resident Obligations: The City shall require that all Residents (except for Walk Up Customers) place their Receptacles and/or approved containers that contain Garbage and Refuse, Recycling Materials or Yard Waste at the curbside of their abutting city street by 7:00 a.m. on the scheduled day of Collection.

8. Payment

8.1 The City shall compensate Contractor for Collection of Garbage, Refuse, and Recyclable Materials upon the basis of the total number of Dwelling Units serviced, less any employees of Contractor that are eligible for free service as part of Contractor’s employment policy.

8.2 Periodic additions or deductions in the number of Dwelling Units collected shall be subject to verification and agreement between the City and Contractor. Such adjustments may not be made more often than once per month.

8.3 During the period of this Amended Agreement, the City shall pay to Contractor, on or before the 30th of each month, for Garbage, Refuse, and Recyclable Materials Collection performed by Contractor during the preceding calendar month, the following monthly rates per Dwelling Unit:

8.3.1 Garbage/Refuse and Recycling Hauling Rates per Dwelling Unit per month:

	<u>1-1-16</u>	<u>1-1-17</u>	<u>1-1-18</u>	<u>1-1-19</u>	<u>1-1-20</u>	<u>1-1-21</u>
Garbage/Refuse	\$6.65	\$6.87	\$7.10	\$7.33	\$7.57	\$7.82
Recycling	<u>\$3.13</u>	<u>\$3.23</u>	<u>\$3.34</u>	<u>\$3.45</u>	<u>\$3.56</u>	<u>\$3.68</u>
Total	\$9.78	\$10.10	\$10.44	\$10.78	\$11.13	\$11.50

8.4 ~~Tipping Fees: The City shall pay Contractor, on a monthly basis, the actual monthly Tipping Fees for Garbage and Refuse delivered to a solid waste disposal facility, as defined in Section 3.4. Tipping Fees, Recycling Proceeds and Disposal Costs: The City shall pay Contractor, on a monthly basis, the actual monthly Tipping Fees for Garbage and Refuse delivered to a solid waste disposal facility, as defined in Section 3.4 above. In addition, if the Recycling Proceeds are less than the disposal costs for Recyclable Materials, as described in Section 4.6 above, the City shall pay Contractor, on a monthly basis, the net of the actual recycling disposal fees less the Recycling Proceeds actually received by Contractor.~~

However, if the actual Recycling Proceeds received by Contractor are greater than the actual disposal fees for Recyclable Materials, the Contractor shall pay the City, on a monthly basis, the net thereof.

8.5 Any tipping/processing rebates received from the State or County shall be passed through to the City in their entirety.

9. Insurance

9.1 Prior to the commencement of services under this Amended Agreement, copies of all required insurance policies shall be submitted to the City for review. Contractor agrees to remain fully insured during the course of this Amended Agreement as follows:

9.1.1 Comprehensive general liability insurance including premises operations coverage, completed operations coverage, independent contractor's coverage and contractual liability coverage, covering the indemnity agreement under Section 10, with limits not less than \$2,000,000 combined single limit, including bodily injury liability and property damage liability.

9.1.2 Workers' compensation insurance and employers' liability insurance as required by law.

9.1.3 Comprehensive automobile, bodily injury and property damage liability insurance, including coverage for all owned and hired vehicles and employers' non ownership liability coverages. Limits of liability should be for not less than \$2,000,000 combined single limit bodily injury and property damage liability.

9.1.4 Contractor shall name the City as an additional insured on such insurance and shall furnish evidence of the same to the City.

9.1.5 The policy shall be a standard form policy provided for by a carrier approved by the State of Minnesota and shall not contain any exclusion's that will restrict coverage on any operations performed by this Contractor or any subcontractors thereof.

9.1.6 The policy or policies shall afford contractual liability coverage to provide coverage for the indemnification agreement set out in Section 10.

9.1.7 It is a condition of this Amended Agreement that the policy or policies waive any or all governmental immunity as a defense in any action brought against the insured or any other party to this Amended Agreement.

9.1.8 The policy shall provide full insurance to cover all of Contractor's operating exposure including the picking up of the materials and the operation of vehicles.

9.1.9 Approval of the insurance by the City shall not in any way relieve or decrease the liability of Contractor hereunder, and it is expressly understood that the City does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect Contractor's interests or liabilities.

9.2 Property Insurance: All responsibility for maintaining property insurance on any premises or structures owned or operated by Contractor remains solely with Contractor, who may at its option insure against any other perils, and such responsibility shall remain with Contractor until such time as this Amended Agreement is terminated.

9.3 Notice of Cancellation or Non-Renewal: The City shall be given at least thirty (30) days prior written notice of any cancellation, termination or material modification of the required insurance coverages.

9.4 Deductibles: All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with Contractor.

10. Indemnification

10.1 Other than the intentionally wrongful or negligent acts or omissions of the City or any of its agents or employees, which acts or omissions shall remain the sole liability of the City, Contractor shall indemnify, defend and hold harmless the City, its officers, agents, representatives and/or employees, and the Blaine Economic Development Authority from and against all claims, damages, losses, costs or expenses, including reasonable attorney fees (collectively, the "Claim"), which may be asserted against the City or the Blaine Economic Development Authority for which it may be held liable, to any extent resulting from the negligence or willful misconduct of Contractor, its employees, agents, representatives, or subcontractors, in the performance of this Amended Agreement.

11. Financial Guarantee

11.1 Contractor shall provide, at no cost to the City, and prior to the commencement of services, either an irrevocable letter of credit, or a performance bond, in the amount of \$500,000.00, executed by a corporate surety company authorized to do business in the State of Minnesota to secure the faithful performance of this Amended Agreement by said Contractor, conditioned that Contractor shall well and truly perform and carry out the covenants, terms and conditions of this Amended Agreement in strict accordance with its provisions. This Amended Agreement shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability because of failure to pay the premium or the expiration of the term of the financial guarantee without renewal thereof.

12. Performance Standards and Damages

12.1 Except for *Force Majeure* events, Contractor agrees that the City may, after written notice and a reasonable opportunity to cure, fine Contractor and deduct from payment the amounts specified below as liquidated damages for failure of Contractor to fulfill its obligations. The City will notify Contractor in writing documenting the nature of the violation, the history of the account, if any, and the reason for the fine. Contractor may address and remedy the failure at which point the City will determine if a fine is still appropriate, in its reasonable determination. If Contractor disagrees as to the applicability of the fine, the City may then pursue the fine through mediation or litigation pursuant to Section 17 below. Contractor must notify the City in writing of its remedial action.

12.1.1 Failure or neglect to clean up solid waste spilled by Contractor within six (6) hours of oral or written notification - \$100.00 each occurrence.

12.1.2 Failure or neglect to maintain vehicle in a manner that prevents nuisances such as leaky seals or hydraulics - \$500.00 each occurrence.

12.1.3 Failure or neglect to collect Garbage, Refuse, Recycling, Yard Waste, or large/bulky items after either oral or written notice by the City - \$500.00 each occurrence.

12.1.4 Failure or neglect to provide notice to involved Resident when Garbage and Refuse, Recyclables, Yard Waste, or large/bulky items are refused for Collection for cause - \$100.00 each occurrence.

12.1.5 Repeated failure or neglect to correct problems will be considered a breach of contract - \$500.00 each occurrence.

12.1.6 Failure or neglect to abide by the City's regular Collection hours - \$500.00 each occurrence.

12.1.7 Missing entire blocks or neighborhoods. A missed block is defined as a block where Residents from at least three households within two intersections of that block or cul-de-sac report that their material was out before 7:00 a.m., which report is confirmed by Contractor's records, the material was not picked up after either oral or written notice from the City and the addresses did not appear on the records as unacceptable setouts - \$1000.00 each occurrence.

12.1.8 District-wide Collection not completed. The failure to complete a majority (50% or more) of pickups within a City Collection district on the scheduled Collection day without following proper notification procedure - \$5000.00 per occurrence.

12.2 Upon reasonable advance notice, Contractor shall provide access to the City, or any of its duly authorized representatives, at reasonable times, to review any books, documents, papers, and records of Contractor which are directly pertinent to this Amended Agreement for the purpose of making an audit, or examination and preparing excerpts and transcriptions.

13. Termination

13.1 Either party shall have the right to terminate this Amended Agreement if in that party's reasonable judgment there has been and remains an uncured material breach of any provision hereof by the other party. Continuing breach or a party's failure to promptly take legal action to enforce this Amended Agreement shall not be a waiver or release.

13.2 Upon the failure of Contractor to fulfill any of the provisions of this Amended Agreement, after reasonable notice to Contractor and the opportunity to perform, the City Manager shall be authorized to hire such persons and equipment, or assign City employees and equipment, as may be necessary to do such work. The cost of such expenses thereof may be charged and deducted from any monies due Contractor or collected from Contractor, or collected by recourse to Contractor's bond or financial guarantee.

13.3 If Contractor accumulates six (6) or more uncontested fines in a 6-month period of time, the City shall have the right to terminate this Amended Agreement under Section 13.1.

13.4 Notwithstanding the above sections, a party shall not be in breach and the other party shall have no right to terminate this Amended Agreement unless the breaching party fails to cure said breach or fails to perform within fifteen (15) days of written notice from the non-breaching party to the breaching party; provided, however, that if such default cannot be reasonably cured within such fifteen (15) day period, the breaching party shall be entitled to reasonable additional time within which to effect a cure so long as such cure is commenced within that fifteen (15) day period and the breaching party thereafter diligently prosecutes the cure to completion. As to the Contractor, the breach or failure to perform must be cured to the reasonable satisfaction of the City Manager.

14. Non- discriminatory Practices

14.1 Minnesota Statutes Section 181.59, which prohibits discrimination on account of race, creed or color in the performance of public contracts, is made part of this Amended Agreement with the same force and effect as if set forth herein verbatim.

15. Successors and Assigns

15.1 Contractor binds itself jointly and severally, its successors, executors, administrators and assigns to the City in respect to all covenants of this Amended Agreement, except that Contractor shall not assign or transfer any part of its interest in this Amended Agreement, nor shall Contractor assign any monies due, or to become due, without the City's written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

16. Force Majeure

16.1 Whenever a period of time is provided for in this Amended Agreement for either the City or Contractor to do 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 terrorist act, war, riot, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God, strike or lockout other than their own 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. Dispute Resolution

17.1 Any controversy or claim arising out of or relating to this Amended Agreement or the breach of this Amended Agreement ("Dispute") shall be settled according to the terms of this Section 17. The parties to this Amended Agreement shall attempt in good faith to promptly resolve any Dispute by mutual agreement. If the Dispute cannot be resolved by mutual agreement such Dispute may be resolved by either mediation or litigation.

17.2 Costs, Expenses, Attorneys' Fees: In case either party shall, without fault on its part, be made a party to any litigation commenced by or against the other or if a party shall employ an attorney to enforce the covenants and agreements of the other party under this Amended Agreement, then the prevailing party shall be entitled to all of its costs, expenses and reasonable attorney's fees incurred or paid in connection with such litigation or enforcement of the other party's covenants and agreements.

17.3 Interest: If either party fails to pay or reimburse to the other party any sum of money payable under this Amended Agreement, the defaulting party shall be obligated to pay interest on such sum equal to eight (8%) percent per year or the highest rate of interest then permitted by law, whichever is less.

18. Whole Agreement

18.1 This Amended Agreement embodies the entire agreement between the parties including all prior understandings and agreements and may not be modified except in writing signed by all the parties.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement as of the date first above shown.

CITY OF BLAINE

WALTERS RECYCLING AND REFUSE, INC.

Tom Ryan, Mayor

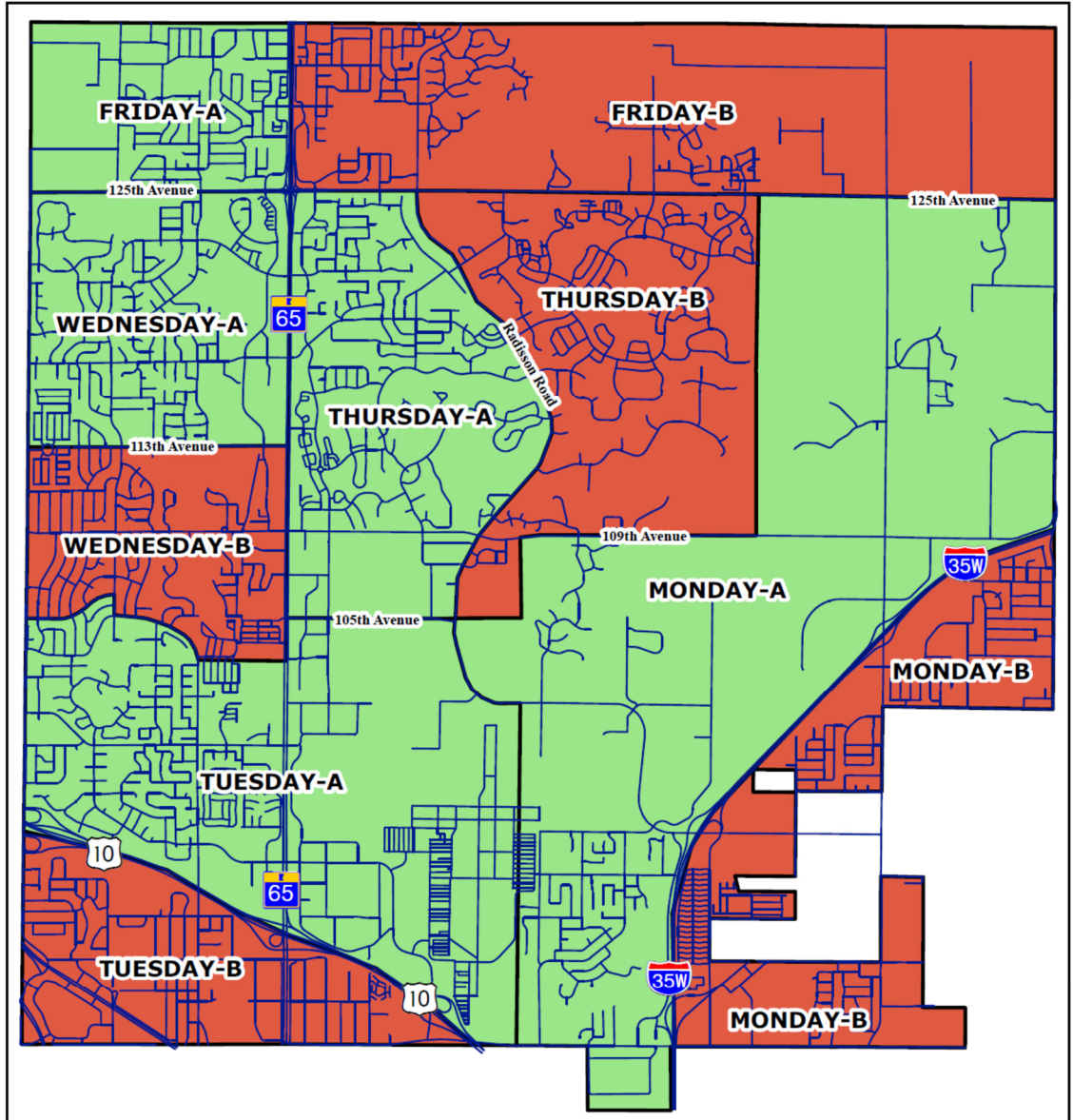
By: _____
Its: President

Clark Arneson, City Manager

EXHIBIT A

Current Collection Schedule

Garbage & Recycle Days



City of Blaine, MN

Map Date: November, 2012
Map Created by City of Blaine GIS
Source: City of Blaine Finance Department

