APPENDIX B CONTRACTS, AGREEMENTS

SWRSWC Joint Powers Agreement ................................................................. 2
Landfill Reciprocal Agreement ................................................................. 21
Redwood Renville County Joint Powers Agreement .......................... 23
HHW Facility Agreements
1. Lyon County with Cottonwood, Jackson, Lincoln, Lyon, Murray, Nobles, Pipestone, Redwood, Rock, Yellow Medicine ......................................................... 36
2. Kandiyohi County Facility with Lac qui Parle and Renville ..................... 54
MSW and Recycling Hauler Agreements
1. Cottonwood County WM Recycling Contract ........................................... 70
2. Jackson County Waste Agreement ........................................................ 75
3. Jackson County Recycling Agreement .................................................... 85
4. Lac qui Parle County Recycling Program Contract .............................. 93
5. Lincoln County Recycling Program Contract ........................................ 106
6. Lyon County – Contract for the provision of a single sort recycling program in Lyon County MN ................................................................. 120
7. Murray County Tri County and Recycling shed pick up contracts .......... 131 & 137
8. Nobles County Agreement for Recycling ............................................. 140
9. Pipestone County Contract for pick up and disposal of recyclable materials within Pipestone County, MN ......................................................... 144
10. Redwood County RFP for collection and transportation of sorted recyclables in the County of Redwood, State of MN ......................................................... 146
11. Renville County Solid Waste Recycling Pick-up contract ..................... 162
12. Rock County Transfer Station proposal ............................................. 164
13. Yellow Medicine County Recycling Contract .................................... 174
14. Yellow Medicine County / Lyon County JPA (SW Staffing) .................... 179
SOUTHWEST REGIONAL SOLID WASTE COMMISSION

JOINT POWERS AGREEMENT

PREAMBLE

THIS AGREEMENT IS MADE by and between the Counties of Cottonwood, Jackson, Lac Qui Parle, Lincoln, Lyon, Murray, Nobles, Pipestone, Redwood, Renville, Rock, and Yellow Medicine (collectively, the "Counties," and each individually, a "County"), pursuant to Minnesota Statutes, Section 471.59, the Joint Powers Act, each of the parties having been duly authorized to enter into this Agreement by its respective Board of County Commissioners.

Each of the Counties is authorized and obligated pursuant to Minnesota Statutes, Chapter 400 and 115A, to provide for the management of solid waste in its respective County and intends that the system created by this Agreement shall accomplish that end.

It is the intention of the Counties that they cooperate in a joint venture to provide the greatest public service benefit possible for the entire contiguous eleven (11) twelve (12) county area encompassed by the Counties in planning, management, and implementation of methods to deal with solid waste in southwest Minnesota.

The name of the Joint Powers Board shall be Southwest Regional Solid Waste Commission.

ARTICLE I. JOINT POWERS

By this Agreement the Counties of Cottonwood, Jackson, Lac Qui Parle, Lincoln, Lyon, Murray, Nobles, Pipestone, Redwood, Renville, Rock, and Yellow Medicine are jointly empowered to act on behalf of the several Counties and to take such actions as may be necessary from time to time as empowered by this Agreement and subsequent amendments hereto. This Agreement supersedes all previous joint powers agreements and addenda, except existing contracts held by participating Counties.

ARTICLE II. JOINT POWERS BOARD

The administrative and executive functions of the activities contemplated by this Agreement shall be administered and carried out by a Joint Powers Board. This board shall be known as the "Southwest Regional Solid Waste Commission" and referred to herein as the "Commission".

A. **Voting Representation.** The Commission shall be comprised of one voting member and one alternate member from each participating County. At its annual meeting, the Board of County Commissioners of each County shall choose a member and an alternate, who shall both be County Commissioners, as representatives of the County. Each County shall have one voting member, and in the absence of the voting member, the alternate shall vote.
SOUTHWEST REGIONAL SOLID WASTE COMMISSION

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B. **Staffing and Advisory Committee.** The Commission may provide for the appointment of staff for the Commission including, but not limited to, a director, a clerk for the Commission, legal counsel and such other staff as may be deemed appropriate. The Commission may maintain offices, acquire equipment and supplies, and other materials as necessary to facilitate the administrative functions of the Commission. The County Solid Waste Administrators may meet in an advisory capacity and may provide advice to the Commission upon request. No Commission staff or County staff member may vote on decisions of the Commission.

C. **Officers.** The Commission shall select from among its members a Chairperson and vice chairperson, who shall serve in their respective capacities for one year terms or until their successors are duly qualified to act. No voting County representative to the Commission shall be deprived of the right to vote by virtue of appointment as chairperson or vice chairperson of the Commission.

D. **Operating Rules.** The Commission shall operate according to Robert's Rules of Order.

### ARTICLE III. PURPOSE

A. **Goal.** The goal of the Commission is to foster an integrated approach to solid waste management in the region and to follow the order and preference of waste management strategies identified in 115A.02.

B. **Powers.** This Joint Powers Agreement is made for the purpose of developing and conducting a solid waste management program on behalf of the Counties as authorized by Minnesota Statutes, Chapter 400 and 115A. It is the purpose of this Agreement to grant the Commission the power to adopt and amend a solid waste management program or plan for the Counties; to require the delivery of waste generated in the Counties to designated facilities pursuant to State Law, in furtherance of such program or plan; to contract for solid waste collection, processing, disposal and management service; and to purchase, acquire, construct operate and sell both real and personal property and facilities including a transfer station system, a sanitary landfill system and a processing system. The Agreement also authorizes the Commission to finance the purchase, plan, construction and operation of property and facilities in furtherance of the Commission's solid waste management program through appropriations by the Counties, grants and loans from the Minnesota Office of Waste Management, the sale of bonds or other obligations secured by revenues of the Commission pursuant to Minnesota Statutes, Section 471.59, Subdivision 11, and other applicable law, and any other lawful financing method available to the Commission or the Counties.

### ARTICLE IV. ALLOCATION OF COSTS

A. **Administration and Planning Costs.** The Commission shall prepare an annual budget to cover the administrative and planning costs of these joint powers and the Commission, and agree that they shall continue to do so for each year of its existence. These costs will be paid equally ("Equal Share") by each member County of the Commission up to a ceiling of $1,000 per County per year, and further costs shall be based on per capita ("Proportional Share") as described in Article IV B. A feasibility study is considered a capital expenditure and not a planning cost.
B. **Capital Expenditures Costs.** The Commission shall prepare and approve a capital expenditures budget. The Counties agree that the counties utilizing the facility(ies) or service(s) included in the capital expenditures budget shall appropriate funds based on a Proportional Share, derived from population data from the 1990 United States Census.

The ratios shall be adjusted as each decennial Census results become available, and shall be adjusted upon the admission of additional counties or withdrawal of present counties to the Commission.

The Commission shall have the authority to authorize the expenditure of the appropriated and contributed funds for the purposes designated in this Agreement.

No expenditure may be made by or on behalf of the Commission in a manner or for a purpose not authorized by law nor may any contract or purchase be made that does not comply with applicable provisions of the Uniform Municipal Contracting Law as adopted in the State of Minnesota and amended from time to time and Minnesota Statutes, Section 400.

C. **Fiscal Agent.** The Commission may, by majority vote, designate a unit of government to act as the fiscal agent for the Commission. The Fiscal Agent shall establish an account to ensure proper record keeping for all receipts and expenditures. The Fiscal Agent is empowered to prepare a list of proposed obligations of the Commission, including expenses incurred by the Fiscal Agent and present them, at regular intervals, to the Commission for approval. There shall be strict accountability of all funds and complete reporting of all receipts and disbursements by the Fiscal Agent.

D. **Reimbursement of Expenses.** Each participating County shall individually decide if their voting representative and alternate shall receive a per diem, and/or receive reimbursement for travel and other necessary expenses while engaged in their official duties, and each County shall be responsible for paying any claims for per diem, travel and expenses.

Any Commission member or staff member incurring expenses on behalf of and authorized by the Southwest Regional Solid Waste Commission will be reimbursed and paid by the Commission.

**ARTICLE V. AUDIT RECORDS**

The Fiscal Agent shall allow the Counties and the State of Minnesota, pursuant to Minnesota Statute 16B.06, Subdivision 4 (1991), including the Legislative Auditor or the State Auditor, access to its records, at reasonable hours; including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this agreement, for the purpose of Audit. Counties shall maintain financial and other records, and accounts in accordance with the requirements of the State of Minnesota. Each County shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.
ARTICLE VI. DELEGATION OF AUTHORITY

The Commission is expressly authorized to enter into negotiations with the owner or operator of any new or existing solid waste processing or disposal facility(ies) on behalf of the Counties and to recommend to each County the acceptance of any proposal for the processing, disposal of solid waste, or appurtenant solid waste facilities as may be appropriate under the circumstances in the best judgement of the Commission. Toward that end, the Commission is further expressly authorized to contract with third parties or consulting services as may be, in the judgement of the Commission, necessary or desirable from time to time in order to carry out the purposes of this Agreement.

The Commission shall be authorized to prepare, adopt and submit to the County Boards of Commissioners and Office of Waste Management a joint designation plan; to negotiate and enter into waste delivery contracts; to prepare and submit regional solid waste management plans; and to undertake all other activities necessary to insure delivery of waste to facilities.

In addition, the Commission shall be authorized to own, purchase, sell, construct, operate and maintain solid waste facilities, transfer stations, processing facilities, recycling or composting facilities, landfills, transport equipment and other equipment necessary or collateral to their operation; and the Commission is further authorized to enter into contracts for the purchase, acquisition, construction, sale, provision, operation or maintenance of solid waste facilities, transfer stations, transport equipment, landfills, processing facilities, recycling or composting facilities and equipment necessary for their operations as the same may become necessary or appropriate in implementing the solid waste management program or operating the waste handling system and facilities herein contemplated. The Commission will examine all existing cooperative agreements, disposal facility usage, and their proposed use to ensure that existing solid waste processing and disposal facilities are fully utilized. Existing contracts held by participating Counties will not be overruled by the Commission. Prior to signing any future contracts, a County shall provide the Commission with an opportunity to review the contract for sixty (60) days and make recommendations to ensure regional consistency.

In addition, the Commission shall be authorized to acquire by gift, lease, purchase, or eminent domain as provided by law, any land or interest in land upon such terms and conditions as it shall determine, including the use of contracts for deed, within or outside the of the participating Counties comprising the Counties within this Agreement.

The Counties authorize the Commission to issue and sell revenue bonds and other obligations as provided by law, including without limitation Minnesota Statutes, Sections 400.101 and 471.59, Subdivision 11, in order to carry out the purposes of this Agreement.

The Commission must obtain approval from the Board of County Commissioners of each of the Counties before: 1) approving a regional solid waste management plan, or 2) entering into any contract greater than five years' duration for solid waste disposal services or for the use of solid waste facilities. Approval by all County Board's would result in unanimous Commission approval.
In all other respects, the Commission shall have full power and authority to take such actions as may be necessary or appropriate from time to time in order to carry out the purposes of this Agreement except as expressly limited herein.

ARTICLE VII. DURATION, EXPULSION, WITHDRAWAL AND DISSOLUTION

A. Termination. This Agreement shall be effective upon adoption by all member Counties and shall terminate upon dissolution of the Commission. The Commission hereby created shall remain in existence so long as two or more Counties remain as parties to this agreement.

B. Dissolution. The Commission shall be dissolved automatically at such time as there is no longer more than one County that has not withdrawn from the Commission. Upon dissolution of the Commission, there shall be an accounting to determine assets and liabilities of the commission. The assets of the Commission shall be liquidated and, after payment of liabilities, the proceeds shall be distributed to Counties based upon the ratios set out under "County Equal and Proportional Share" in Article IV A and B.

C. Expulsion. Upon failure of any County to perform obligations undertaken by the County in this Agreement or in furtherance of the joint powers exercised through this Agreement, the remaining Counties may expel the offending County. Such expulsion shall not in any way limit or constitute a waiver of remedies available to the remaining Counties for default or breach of this Agreement. No County may be expelled from membership in the Commission unless it shall have been notified in writing of the item or items of non-performance and have failed within 90 days following submission of such notice to cure the default. Upon expulsion an expelled County shall pay its Equal and Proportional Share of the Commission's financial liability and other damages as if it had withdrawn.

D. Withdrawal. Any county may withdraw from participation in the Commission upon the following conditions: 1) six month's notice in writing by certified mail, as provided by Article XV "Notice"; 2) payment to the Commission its prorated share of any liquidated damages or penalties for which the remaining Counties may be liable; 3) payment to the Commission of the withdrawing County's Equal and Proportional Share of the Commission's financial liability. The remaining Counties shall make reasonable efforts to mitigate the damages which may be incurred as a result of the withdrawal of any County.

ARTICLE VIII. INSURANCE

The Commission is authorized and directed to procure such contracts of insurance as are economically practicable covering the operations of the Commission and insuring the members of the Commission against liability for errors or omissions. Said insurance may be provided out of the funds of the Commission through the purchase of commercial insurance or through the Minnesota County self-insurance pool.
ARTICLE IX. EMPLOYEES

The Commission is authorized to employ such persons as it deems appropriate for the effective exercise of its powers hereunder and to contract with independent outside professionals as consultants to assist in that endeavor. Said employees and consultants shall be employees of and consultants to the Commission and not of any of the member Counties.

ARTICLE X. AFFIRMATIVE ACTION

No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subject to unlawful discrimination under any program, service or activity hereunder.

ARTICLE XI. ORDINANCE PROMULGATION

Each County agrees that it shall promulgate one or more ordinances providing for the manner of deposit of solid waste and other such requirements as may from time to time be necessary in order to implement the solid waste management programs contemplated herein, as recommended by the Commission. The Commission shall draft a model ordinance or ordinances for the Counties and each of the Counties shall adopt such ordinance or ordinances in substantial conformity therewith in order to implement the solid waste management program.

ARTICLE XII. ARBITRATION

Any dispute or controversy between a County and the Commission arising out of or related to the execution, performance, interpretation or breach of this agreement, or any of its terms or conditions shall, at the election of either party, be submitted for resolution to an arbitrator selected and acting in accordance with arbitration rules promulgated by the American Arbitration Association. Any decision by such arbitrator shall be final, subject to the rights of appeal, modification, verification, or confirmation before a court of competent jurisdiction.

ARTICLE XIII. AMENDMENTS

The Counties contemplate that this Agreement may be amended from time to time in order to accommodate changes in the waste stream, changes in the demographics of the Counties and contractual commitments of the Commission or for any other reason as the counties deem to be in their best interests. This Joint Powers Agreement may be amended by a vote of three-quarter's (3/4) the members of the Commission. Notice of an amendment must be provided in writing at least 30 days prior to the vote on the amendment. No amendment shall relieve any County of any liability which may have accrued prior to the effective date of such amendment.
ARTICLE XIV. ENTIRE AGREEMENT

It is understood and agreed that this Agreement constitutes the entire Agreement of the parties and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof. Except that this Agreement does not supersedes the existing contracts held by the participating Counties.

ARTICLE XV. NOTICE

Notice as required under this Agreement shall be given in writing by certified mail to the County Representatives on the Commission and Clerk to the County Board of the County to receive notice.

ARTICLE XVI. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

By virtue of the duly authorized signatures set forth below, the Counties hereby make this Agreement.

County of Cottonwood

Dated 12/12/95

By ____________________________
County Board Chairperson

By ____________________________
Clerk to the County Board

County of Jackson

Dated ______________

By ____________________________
County Board Chairperson

By ____________________________
Clerk to the County Board

County of Lac Qui Parle

Dated ______________

By ____________________________
County Board Chairperson

By ____________________________
Clerk to the County Board
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County Board Chairperson

By __________________________
Clerk to the County Board

County of Jackson

Dated 12/12/95

By __________________________
County Board Chairperson

By __________________________
Clerk to the County Board

County of Lac Qui Parle

Dated ______________

By __________________________
County Board Chairperson

By __________________________
Clerk to the County Board
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Dated ____________

By ________________________________
County Board Chairperson

By ________________________________
Clerk to the County Board

County of Jackson

Dated ____________

By ________________________________
County Board Chairperson

By ________________________________
Clerk to the County Board

County of Lac Qui Parle

Dated 4/2/96

By ________________________________
County Board Chairperson

By ________________________________
Clerk to the County Board
County of Lincoln

Dated March 19, 1996

By [Signature]
County Board Chairperson

By [Signature]
Clerk to the County Board

County of Lyon

Dated [Date]

By [Signature]
County Board Chairperson

By [Signature]
Clerk to the County Board

County of Murray

Dated [Date]

By [Signature]
County Board Chairperson

By [Signature]
Clerk to the County Board

County of Nobles

Dated [Date]

By [Signature]
County Board Chairperson

By [Signature]
Clerk to the County Board

County of Pipestone

Dated [Date]

By [Signature]
County Board Chairperson

By [Signature]
Clerk to the County Board
County of Lincoln

Dated ____________

By County Board Chairperson

By Clerk to the County Board

County of Lyon

Dated 12/6/95

By Robert J. Ennse
County Board Chairperson

By Mark Jorgensen
Clerk to the County Board

County of Murray

Dated ____________

By County Board Chairperson

By Clerk to the County Board

County of Nobles

Dated ____________

By County Board Chairperson

By Clerk to the County Board

County of Pipestone

Dated ____________

By County Board Chairperson

By Clerk to the County Board
County of Lincoln

Dated __________
By
County Board Chairperson

By
Clerk to the County Board

County of Lyon

Dated __________
By
County Board Chairperson

By
Clerk to the County Board

County of Murray

Dated 4/7/96
By
County Board Chairperson

By
Clerk to the County Board

County of Nobles

Dated __________
By
County Board Chairperson

By
Clerk to the County Board

County of Pipestone

Dated __________
By
County Board Chairperson

By
Clerk to the County Board
County of Lincoln

Dated ____________

By

County Board Chairperson

By

Clerk to the County Board

County of Lyon

Dated ____________

By

County Board Chairperson

By

Clerk to the County Board

County of Murray

Dated ____________

By

County Board Chairperson

By

Clerk to the County Board

County of Nobles

Dated 12/1/95

By [Signature]

County Board Chairperson

By [Signature]

Clerk to the County Board

County of Pipestone

Dated ____________

By

County Board Chairperson

By

Clerk to the County Board
County of Lincoln

Dated ____________

By ____________________
County Board Chairperson

By ____________________
Clerk to the County Board

County of Lyon

Dated ____________

By ____________________
County Board Chairperson

By ____________________
Clerk to the County Board

County of Murray

Dated ____________

By ____________________
County Board Chairperson

By ____________________
Clerk to the County Board

County of Nobles

Dated ____________

By ____________________
County Board Chairperson

By ____________________
Clerk to the County Board

County of Pipestone

Dated 3/26/96

By ____________________
County Board Chairperson

By ____________________
Clerk to the County Board
County of Redwood

Dated 2-6-96
By [Signature]
County Board Chairperson
By [Signature]
Clerk to the County Board

County of Rock

Dated __________
By [Signature]
County Board Chairperson
By [Signature]
Clerk to the County Board

County of Yellow Medicine

Dated __________
By [Signature]
County Board Chairperson
By [Signature]
Clerk to the County Board
County of Redwood

By
County Board Chairperson

By
Clerk to the County Board

County of Rock

Dated 19 March 19

By
County Board Chairperson

By
Clerk to the County Board

County of Yellow Medicine

Dated

By
County Board Chairperson

By
Clerk to the County Board
County of Redwood

Dated __________

By ____________________________
County Board Chairperson

By ____________________________
Clerk to the County Board

County of Rock

Dated __________

By ____________________________
County Board Chairperson

By ____________________________
Clerk to the County Board

County of Yellow Medicine

Dated 12-14-95

By ____________________________
County Board Chairperson

By ____________________________
Clerk to the County Board
County of Renville

Dated 4 Jan 96

By [Signature]
County Board Chairperson

By [Signature]
Clerk to the County Board
AGREEMENT FOR THE EMERGENCY SHARING
OF
LANDFILL DISPOSAL SPACE

THIS AGREEMENT is made by and between the Cottonwood County Landfill, the Lyon County Sanitary Landfill and the Nobles County Landfill (collectively - the Landfills and each individual Landfill) WITNESSETH.

WHEREAS, Each of the landfills collectively provide disposal services for 10 counties; and

WHEREAS, Each landfill is subject to and regulatory and operating environment which may result in the temporary closure of said landfill and thereby must stop accepting MSW; and

WHEREAS, It is with best interest of each landfill to provide an optional disposal site;

NOW THEREFORE, In consideration of the Mutual Contracts, terms and conditions continued herein, it is agreed by and between the parties here to as follows.

1. If one of the landfills is temporarily required to be closed, for unspecified reasons, the other landfills which remain open will accept MSW from the closed landfill subject to the following conditions.
   a. Prior notification is provided,
   b. The tipping fee set at $45.00/ton.
   c. The time period for acceptance of MSW will be limited to two weeks with extension granted by individual counties.
   d. Upon request, provide personnel and landfill equipment.
   e. Landfill operating hours will be evaluated and adjusted, as needed.

2. The term of this agreement shall commence on July 1, 1994. The terms of this agreement will be re-evaluated each year on the anniversary date. At that time, each landfill shall have the right to terminate this agreement. The agreement may be terminated at any time by the mutual consent of all parties to this agreement.
BY VIRTUE of the duly authorized signatures set below, the counties hereby make this agreement.

Dated this 11th day of April, 2000.

COUNTY OF RENVILLE
By Robert C. Fagan
County Board Chairperson

COUNTY OF COTTONWOOD
By Kenneth Ely
County Board Chairperson

COUNTY OF LYON
By Robert W. Oenske
County Board Chairperson

Attest: Mark Ferguson
Redwood Renville Regional Solid Waste Board JPA

JOINT POWERS AGREEMENT
OF
REDWOOD/RENVILLE REGIONAL SOLID WASTE BOARD

THIS AGREEMENT ("Agreement") is made and entered into the first day of January, 2012, by and between Redwood County and Renville County, both political subdivisions of the State of Minnesota (hereinafter referred to as the "Counties").

WHEREAS, each County has waste management authority and responsibilities under Minn. Stat. Chapters 115A, 400 and related waste management and public health statutes; and

WHEREAS, the Minnesota Pollution Control Agency, pursuant to the Waste Management Act and M.S. 115A.46, have established Comprehensive Solid Waste Management Planning and Certificate of Need Rules that require counties to develop County Solid Waste Plans; and

WHEREAS, the Counties have determined that the most appropriate mechanism for addressing regional needs is the Board as authorized and described herein; and

WHEREAS, the Counties have determined that certain aspects of an integrated regional solid waste management system are best managed on a united regional basis, while other aspects are best addressed on an individual County basis; and

WHEREAS, Minnesota Statutes, § 471.59, specifically authorizes Minnesota counties to jointly or cooperatively exercise any power common to the parties to an agreement among Minnesota counties and,

WHEREAS, the participating County Boards desire to improve the planning and coordination of Solid Waste Management Services within the multi-county area covered by this agreement,

NOW THEREFORE, in consideration of the covenants and mutual agreements contained herein, and pursuant to the forgoing, the Counties do hereby establish the Redwood/Renville Regional Solid Waste Joint Powers Board having the composition, powers, and duties provided in this agreement as follows:

ARTICLE I
Definitions

Section 1: Statutory Definitions. The definitions of terms contained in Minn. Stat. Chapters 115A, 116 and 400 shall apply in this Agreement where those terms are used.

Section 2: Additional Definitions. In the interpretation of this Agreement, the following additional definitions shall have the meanings given to them.
A. "Board" means the joint powers board created by this Agreement.

B. "Commissioner" means a duly elected, qualified and acting county commissioner of a County that is a party to the Agreement.

C. "Counties" means the counties that are parties to this Agreement.

D. "Facility" means the proposed recycling Material Recovery Facility.

E. "Program" means the integrated solid waste management program intended by the Counties to be created by this Agreement.

**ARTICLE II**

**Purposes**

This Agreement has been executed by the Counties for the purpose of assisting in the accomplishment of the solid waste management goals outlined in Minnesota Statutes (specifically Minn. Stat. Chaps. 115A and 400) and related waste management and public health statutes.

Specifically, the purpose of this Agreement is to facilitate the development of an integrated solid waste management program to serve the Counties. The specific goals to be accomplished include managing waste in a manner that will: protect the public health; and the environment; conserve resources through the development of a recycling facility; be in accord with the hierarchy established in Minn. Stat. §115A.02; minimize land filling; be cost-effective; minimize potential liability of citizens, businesses and taxpayers in the Counties; encourage responsibility by generators of waste; and allocate system costs equitably among those who use or benefit from the system.

This Agreement provides for a Board that will exercise centralized leadership in the development and operation of the Facility and of policies and strategies to guide and assist the Counties in acting jointly and individually to develop and operate the program and take other actions to fulfill their solid waste management responsibilities pursuant to Minn. Stat. Chaps. 115A and 400.

**ARTICLE III**

**Term**

The term of this Agreement shall commence on January 1, 2012, and shall continue in full force and effect until terminated by the parties pursuant to Article X, Section 3 of this Agreement.

**ARTICLE IV**

**Regional Solid Waste Board**

Section 1: Creation and Composition. A joint powers board, known as the Redwood/Renville Regional Solid Waste Board (hereinafter the "Board"), is established for the purposes contained herein with the powers and duties set forth in this Agreement.
The Board shall consist of seven appointed individuals. Three members shall be appointed by the Redwood County Board of Commissioners and three members shall be appointed by the Renville County Board of Commissioners. Two of the members of each of the counties appointed by each county shall be duly elected county commissioners seated in the appointing county. In addition to the three individuals appointed by each County, the Counties shall jointly appoint one at-large member, who will be chosen from an appropriate pool of individuals residing in either Redwood County or Renville County. This at-large member shall have experience or expertise in solid waste management and/or public health or related matters. The Counties shall agree as to the appropriate method for determining and choosing the at-large member. The Board of Commissioners of each County shall appoint, by resolution, its representatives, and one alternate representative to the Board. The Counties shall make such appointments at their annual organizational meetings conducted pursuant to Minn. Stat. § 375.07. Resolutions appointing representatives of each County shall be filed at a place, time and manner as determined by the respective Boards of Commissioners. If compensation will be paid to members of the Board, the amount of compensation shall be determined by the Board annually and approved by each Board of Commissioners for the Counties.

Section 2: Terms. Representatives and alternate representatives shall be appointed for a two year term. In the event that any county representative or alternate representative shall not have been appointed at a county’s annual organizational meeting in any year, the incumbent representative shall serve until a successor has been appointed. Removal of any county representative or alternate during the term for which the representative has been appointed may be done at any time, but shall be done only by resolution of the appointing Board of Commissioners.

Section 3: Vacancies. If an appointment of any representative commissioner or alternate is vacated before the end of the term, the vacancy shall be filled by appointment by the appropriate appointing Board of Commissioners. Vacancies shall be filled within sixty (60) days of occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist, or if a representative fails to qualify or act as a commissioner.

Section 4: Chair and Vice Chair. The Board shall elect a Chair and Vice Chair from its membership for two-year terms. The Chair shall preside at all meetings of the Board and shall perform other duties and functions as may be determined by the Board. The Vice Chair shall preside over and act for the Board during the absence of the Chair.

Section 5: Conduct of Meetings. The Board shall have regular meeting at such times and places as the Board shall determine. Special meetings may be held on written notice by the Chair or any five county representatives given at least three working days prior to such special meeting. A majority of the members shall constitute a quorum and the Board shall be governed by the most recent edition of Robert’s Rules of Order. Each member of the Board shall be entitled to one vote and any action taken by the Board shall be approved by majority vote. A two-thirds majority vote is required for a change in by-law rules. If any member is unable to attend a meeting in person, the member may
participate in the meeting by electronic communication in the same manner as if the member were present in person. However, in order for the member to vote on any business pending before the Board, that member will be required to attend the meeting in person.

The parties hereto acknowledge that the Board is an agent of the governmental entities that are parties hereto. It is agreed that all meetings of the Board must conform to the notice and distribution of information requirements of Minn.Stat. §471.705.

Section 6: Staff Support. Each County shall provide staff support to the Board, as requested. Legal matters of the Board will be managed by a county attorney appointed by the Board annually at the first organizational meeting. Financial matters of the Board staff will be managed as directed by the Board. Counties shall contribute to the cost of financial and legal services, as needed, in the manner determined by a majority of the Board.

The Board will be given the discretion to develop criteria to facilitate the hiring of professional staff to further the goals of the Board and this Agreement, in accordance with the powers enumerated in Article VII of this Agreement.

Section 7: By Laws. The Board, at its first organizational meeting, shall compose and approve a set of By-Laws which will govern how the Board conducts its business, in accordance with the powers enumerated in Article VII of this Agreement. The By-Laws shall not contradict the stated goals and purposes of this Agreement or applicable state law or regulations or County Ordinances.

Section 8: Committees. The Board may establish standing committees of the Board by providing for such committees in its Bylaws. The Board may establish ad hoc committees of the Board. The Board may also establish advisory committees and task forces as needed for the purpose of receiving public input.

ARTICLE V
Duties of the Board

The Board shall have the responsibility to facilitate development and operation of the Facility, together with any and all real and personal property jointly owned by the Counties in furtherance of the purposes stated herein. The following is a specific enumeration of the duties of the Board:

- Hire a technical consultant and other professional services, as needed, to negotiate a construction agreement.
- Hire consultants and other professionals to assist the Board in negotiating and obtaining all necessary permits.
- Hire bond counsel, if necessary.
- Approve an acceptable construction agreement for the Facility.
- Approve the issuance of debt by the Board for the Facility.
- Apply for state, federal, and local grants, or other financial support or grants for the Facility.
• Support legislative lobbying efforts that benefit the Facility.
• The power and duties specified in Article VII.

ARTICLE VI
Reservation of Authority

All powers and responsibilities not specifically set out to be jointly exercised by the Board under this Agreement are hereby reserved to the Counties.

ARTICLE VII
Powers of the Board

Section 1: General Powers. The Board is hereby authorized to exercise such authority as is necessary and proper to fulfill its purpose and perform its duties. Such authority shall include, but not be limited to, those specific powers enumerated in Section 2 of this Article. The Board may refer decisions for approval by the Boards of Commissioners of the Counties.

Section 2: Specific Powers.

A. Upon receipt of member Counties’ resolutions satisfactory to bond counsel, issue debt to finance the Facility.

B. The Board shall adopt an annual work plan and budget, together with a statement of the sources of funding and the assessments, if any, required of each County. The Board shall pledge county assessments consistent with separate agreements of the counties with the Board pursuant to Section VIII, Section 3, first for the payment of principal and interest of any bonds issued to fund the capital costs and Bond Reserve Account for the Facility and then as required by the Board to maintain successful operations of the Facility.

C. The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties. This includes contracting with counties to provide for additional security for revenue bonds issued by the Board, and enforce and/or pledge or assign such contracts to the extent available in equity or at law. Additionally, the Board may enter into agreements pursuant to Minn. Stat. §§ 471.59. The Board may approve any contract relating to the Agreement up to the amount approved in the annual budget, and may authorize the Chair of the Board to execute those contracts. No payment on any invoice for services performed by a consultant or any other person or organization providing services in connection with this Agreement shall be authorized unless approved by the Board. The Chair shall present such invoices to the Board, and the Board shall approve such payments.

D. The Board may provide for the employment, discipline, or discharge of personnel required accomplishing the purposes of this Agreement. The Board may
determine the status of any personnel for purposes of payroll, benefits administration and similar services.

E. The Board may disburse funds in a manner that is consistent with this Agreement and with the method provided by law for the disbursement of funds by the County appointed to manage financial matters pursuant to Article IV, Section 7.

F. The Board shall have the power to adopt and amend such Bylaws that it may deem necessary or desirable for the conduct of the business of the Board. Such Bylaws shall be consistent with this Agreement and any applicable laws or regulations.

G. The Board may proceed against any County failing to make prompt payment of its just and correct assessments under Article VII, Sections 2 and 3, subject to the procedures established in this Agreement.

H. The Board may apply for and accept gifts, grants or loans of money, other property or assistance from the United States Government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money, other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.

I. The Board may hold real or personal property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.

J. The Board may obtain any liability insurance or other insurance it deems necessary to insure the Board and its member Counties for actions arising out of this Agreement.

Section 3: Exercise of Powers. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law. In accordance with Minn. Stat. § 471.59, subd. 3 and Minn. Stat. § 400, the purchasing and contracting requirements of the County selected pursuant to Article VIII, Section 5 shall apply to the Board.

ARTICLE VIII
Budgeting and Funding

Section 1: Work Plan and Budget Adoption. By August 1 of each year, the Board shall adopt by vote an annual work plan and budget for the following calendar year. The budget revenues shall include any state grant funds or other grant funds to be received by the Board and contributions, if any, from each participating County.
Section 2: County Financial Obligation. The Counties shall be invoiced in a manner to be determined at the initial meeting of the Board, which Board determination shall be subject to ratification by the Board of Commissioners of each member County. It is intended by agreement of the Counties that all financial obligations approved by the Board shall be in equal amounts to each County, except in the instance of a Special Project as described in Section 3. The method by which the Board forwards budget requests to the Counties may, from time to time, be amended using the same procedure described herein. The Counties shall agree that complete and timely payment of such financial obligations to the Board shall be absolute, irrevocable and unconditional notwithstanding the provisions of Article X, Withdrawal and Termination.

Section 3: Special Projects. The Board may undertake to develop and implement projects that benefit a subset of the Counties party to this Agreement ("Special Projects"). All Special Projects must be approved by the Board, and ratified by the Board of Commissioners of each County that will be assessed for the Special Project. In determining whether to ratify a Special Project approved by the Board, the Boards of Commissioners may consider whether such ratification has the potential to financially obligate their County or presents a risk of civil litigation for their County. The Counties shall be assessed for Special Projects according to the procedures set forth herein for those portions of the approved budget designated as "Special Project Costs." Special Project Costs shall include all costs incurred in the planning, development and implementation of specific, multi-County projects determined by the Board to be Special Projects. The assessment formula for Special Project Costs shall be pro-rated based upon the benefitted population of the Counties participating in the project, or under another formula determined by the Counties participating in the Special Project. Non-participating Counties shall not be assessed any portion of a Special Project Cost.

Section 4: Indemnification and Claims for Damages. If the Board incurs any expenses as a result of a claim for damages, the expenses and any damages paid shall be assessed against each member County in equal amounts, unless the expenses and damages result from a Special Project, in which case the expenses and damages shall be assessed against the Counties participating in the Special Project pursuant to the Special Project Cost formula determined pursuant to Section 3, above. Each member County hereby agrees to indemnify, save, hold harmless and defend the Board, its officers, employees, and agents for the negligent or intentional acts or omissions of such County, its officers, employees, and agents that result in expenses or damages assessed to the Board.

Section 5: Time of Payment: Review. All assessments made under the provisions of this Article shall be paid by each County within sixty (60) days of receipt of written notice of the assessment. Payment by any County shall not be construed as a waiver of the right to review the amount or the basis for the assessment. Any County may request such a review, after payment of the assessment, by the Board. The Board shall hear the parties upon request, and make such modifications in the assessment to any County as are appropriate under the circumstances. If the request for review is not satisfactorily resolved before the Board, the aggrieved County or Counties may make a request for
alternative dispute resolution pursuant to the procedures in Attachment A, which is hereby incorporated into and made a part of this Agreement.

Section 6: Budgeting and Accounting Services. The Board shall contract at its discretion to provide any and all budgeting and accounting services necessary or convenient for the Board. Such services shall include, but not be limited to: management of all funds, including County contributions and grant monies; payment for contracted services; and relevant bookkeeping and record keeping. The Board shall approve the requisite contracting and purchasing requirements necessary to facilitate its transactions. The Board shall select an individual to act as controller for the Board and shall draw warrants to pay demands against the Board when the demands have been approved by the Board. The Counties shall retain their authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established Board funds shall be credited back to that same fund.

Section 7: Accountability for Funds. All funds shall be accounted for according to generally accepted accounting principles. A report on all receipts and disbursements shall be forwarded to the Board of County Commissioners of each County on an annual basis, in accordance with Article VIII, Section 6.

ARTICLE IX
Non-Performance

The Board may determine that a member County has not performed one or more of its material obligations as a party to this Agreement. Such obligations may include, but are not limited to, payment of assessments or the failure to satisfy any of the terms and conditions of this Agreement. Prior to adopting such a resolution, the Board must provide the County with 30 days written notice of its intent to do so, and shall provide that County an opportunity to be heard on the matter. Within 30 days after the adoption of the resolution by the Board, the member County that is the subject of the determination shall notify the Board of its intentions to pursue one or more of the following options.

A: Request additional time to perform the obligation.
B: Negotiate a new or amended obligation.
C: Request alternative dispute resolution according to the procedures in Attachment A.
D: Perform the obligation.

ARTICLE X
Withdrawal and Termination

Section 1: Withdrawal. Any party may withdraw from this Agreement upon the following conditions: (a) No withdrawal shall be effective until January 1 of the next calendar year following the year in which notice of withdrawal was provided; (b) Written notice of withdrawal shall be provided to the Board no later than June 1st in the year prior to the effective date of the withdrawal; and (c) No withdrawal shall be effective until the
withdrawing County provides a showing that the payment of all assessments due and owing have been paid. Notice shall be a certified copy of a resolution of its Board of Commissioners indicating its intent to withdraw from this Agreement. Upon receipt of the resolution, the Chair of the Board shall forward a copy of the resolution to each of the Counties. In the event of withdrawal by any member County, this Agreement shall remain in full force and effect as to all remaining member Counties.

Section 2: Effect of Withdrawal. Withdrawal by any County shall not terminate this Agreement. Withdrawal shall not act to discharge any liability incurred or chargeable to any County before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. No County shall be entitled to a refund of assessments paid, or forgiveness of such assessments owed, to the Board, unless otherwise provided for in an agreement allocating Special Project Costs among the participating counties. A withdrawing County must pay the full amount of any match necessary to complete any Special Project in which the withdrawing County participated.

Section 3: Termination. This Agreement shall terminate upon the occurrence of any one of the following events:

A. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.

B. When a majority of the Counties agree, by resolution, to terminate the Agreement upon a date certain.

Section 4: Effect of Termination. Termination shall not discharge any liability incurred by the Board or by the Counties during the term of this Agreement. Upon a decision to terminate pursuant to Section 3, and prior to the effective date of termination, the Board shall wind up its business, including the prosecution and defense of any claims. Property or surplus money held by the Board shall then be distributed to the Counties in proportion to contributions of the Counties, pursuant to the formulas in Article VIII, or as required by law. The Board shall approve a final report of its activities and affairs prior to the effective date of termination.

ARTICLE XI
Miscellaneous

Section 1: Amendments. This Agreement may be amended only in writing and upon the consent of each of the Boards of Commissioners of the Counties. Notice of any proposed amendment must be provided to all participating County Boards of Commissioners at least 30 days prior to the effective date of the proposed amendment.

Section 2: Records, Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Board shall be subject to the provisions of Minn. Stat. Chapter 13, the Minnesota Government Data Practices Act, and shall be maintained in accordance
with any auditing requirements of the State of Minnesota. The Board, within 120 days after the close of each fiscal year, which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the participating Counties.

Section 3: Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Section 4: Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 5: Entire Agreement. This Agreement contains the entire agreement of the Counties and shall supersede all oral and written agreements and negotiations by the Counties relating to the subject matter of this Agreement.

Section 6: Alternative Dispute Resolution. The Counties and the Board agree to participate in the alternative dispute resolution procedures in Attachment A if mutual agreement cannot be reached regarding issues arising under Article X, or any other issue as requested by resolution of a member County, except as provided in Article IX.

Section 7: Addition of New Members. Additional counties may become a party to this Agreement through an amendment pursuant to Section 1, herein. New member Counties must agree, as a condition of becoming a party to this Agreement, to abide by the terms and conditions unanimously set by the Board and ratified by the member County Boards of Commissioners.

**ARTICLE XII**

**Effective Date**

The effective date of this Agreement shall be January 1, 2012.

IN WITNESS WHEREOF, the member County Boards, by resolution, have caused this Agreement to be executed by their respective officers.

(SIGNATURES ON THE NEXT PAGE)
REDWOOD COUNTY

Chairman
Redwood County Board of Commissioners

Date: 2-7-12

Redwood County Auditor

Redwood County Administrator

Approved as to form:
Redwood County Attorney

RENVILLE COUNTY

Chairman
Renville County Board of Commissioners

Date: 2-21-2012

Renville County Auditor

Renville County Administrator

Approved as to form:
Renville County Attorney 2/22/12
REDWOOD COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING THE JOINT POWERS AGREEMENT OF THE
REDWOOD/RENVILLE REGIONAL SOLID WASTE BOARD

Dated: January 20, 2012

A motion approving the foregoing Joint Powers Agreement of the Facility Board
was duly made by Commissioner Schueller and seconded by Commissioner Hollaz, and
thereupon being put to a vote, all of the Redwood County Board of Commissioners voted
for their approval.

Date: January 20, 2012  Lon Walling, Chair, Redwood County

Date: January 20, 2012  Vicki Knobloch, County Administrator
ATTACHMENT A

ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

Definitions:

1. **Negotiation**: Two or more people meet voluntarily to discuss an issue.

2. **Mediation**: A negotiation process involving a third party neutral who facilitates the discussion. The mediator has no decision-making authority.

3. **Arbitration**: A more formal process involving an arbitrator who has decision-making authority.

Procedures:

In the event of initiation of Alternative Dispute Resolution under the Joint Powers Agreement, the parties to the dispute agree to attempt to resolve their dispute by following the process described below.

2. The Board or County shall provide written response to the notice within seven (7) days of receipt of notice.

3. The parties shall meet with a neutral facilitator within 14 days of receipt of the response.

4. At the first meeting, the neutral facilitator shall assist the parties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation or arbitration.

5. In developing the process, the parties shall be guided by the following principles
   a. The parties shall attempt in good faith to reach a negotiated settlement.
   b. The parties agree that there must be fair representation of the parties directly involved in the dispute.
   c. The parties shall use legal proceedings as a last resort.
   d. In the event the parties are unable to resolve the dispute, each party retains all rights, remedies or defenses it had prior to entering the process.

6. The parties will report to the Board within 60 days of their first meeting on the resolution of the dispute or a recommendation to commence legal or other proceedings.
HHW Facility Agreements
Lyon County with Cottonwood, Jackson, Lincoln, Lyon, Murray, Nobles, Pipestone, Redwood, Rock, Yellow Medicine

Contract between
the
Lyon County Household Hazardous Waste Program (SO)
and______________________________ (CO)
for the
Operation of a Household Hazardous Waste Management Program

RECORDALS

1. The Minnesota Pollution Control Agency (MPCA) is required by Minn. Stat. § 115A.96 to establish a statewide program to manage Household Hazardous Wastes (HHW).

2. Minn. Stat. § 115A.96, subdivision 3, provides that the statewide program may be provided directly by the MPCA or by contract with public or private entities.

3. The Sponsoring Organization has established a contract with the MPCA. The Co-Sponsoring Organization wishes to participate in the statewide household hazardous waste program in order to further the goals of protecting the environment and the public health as articulated in the Waste Management Act and the Co-Sponsoring Organization’s Solid Waste Plan.

4. A Management Facility will accept HHW and may also accept Very Small Quantity Generator (VSQG) wastes and Other Program Wastes in accordance with the terms set forth in this contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Lyon County and ____________________ (Co-Sponsoring Organization) enter into the following Contract:

1.0. PARTIES

The parties to this Contract are:

1.1. The Sponsoring Organization: Lyon County (hereinafter “SO”) and

1.2. The Co-Sponsoring Organization______________________________(hereinafter “CO”)

2.0. INTRODUCTION

This is a Contract between the SO and CO describing the terms under which a Local Program
and a Regional Program shall be established and operated according to guidelines and procedures established by the MPCA and all other laws, rules and regulations. The Local Program shall be funded within limitations and conditions of this Contract.

3.0. DEFINITIONS

Terms as used in this Contract shall have the following meanings:

3.1. Authorized Facility or Authorized Facilities. A facility or facilities authorized by the MPCA to store, blend, treat, reclaim, recycle, incinerate or dispose of Program Waste in accordance with the MPCA/SO Contract.

3.2. Authorized Transporter or Authorized Transporters. A transporter or transporters authorized by the MPCA to transport Program Wastes to Authorized Facilities in accordance with Section 4.4.3. of the MPCA/SO Contract.

3.3. Co-Sponsoring Organization. (CO). The political subdivision or other entity listed in Section 1.2. of this Contract.

3.4. Event Collection. A method intended to collect Program Waste from eligible persons and to educate participants on proper Household Hazardous Waste management. An Event Collection involves a site temporarily designed and set up to safely and efficiently collect and package waste for disposal or exchange.

3.5. Hazardous Waste. Waste as defined in Minnesota Statutes, Section 116.06, subdivision 11.

3.6. Household. A single detached dwelling unit or a single unit of a multiple dwelling unit and appurtenant structures.


3.8. Local Management Facility (Local Household Hazardous Waste Management Facility). The portion of a Local Program that consists of one or more Management Facilities operated by the CO, whether directly or by contract.

3.9. Local Program (Local Household Hazardous Waste Program). The household hazardous waste program operated by a CO, which includes a household hazardous waste education and waste reduction program for Local Program residents and which may include a Local management Facility.

3.10. Local Service Area. The area within which the CO provides a Local Program, which shall be as follows:__________________.
3.11. **Management Facility.** One or more permanent, temporary, mobile, satellite, or event collection sites that accept Program Waste for collection, management and storage. A Management Facility may be publicly or privately owned and/or operated.

3.12. **Mobile Unit.** A vehicle designed for safe and legal transport of Program Waste from an Event Collection or Local Management Facility to the Regional Management Facility.

3.13. **MPCA/SO Contract.** The Contract between the Minnesota Pollution Control Agency and the Sponsoring Organization of a Household Hazardous Waste Management Program for the period ending 12/31/07, included as Attachment 1 and made a part of this Contract, together with any subsequent amendments.

3.14. **Program Wastes.** Wastes generated within the Local Service Area which may be accepted at a Management Facility. These wastes shall include Household Hazardous Wastes, and may include Other Program Wastes and/or VSQG Wastes.

3.15. **Operations Manual.** The manual developed in accordance with the MPCA/SO Contract, which provides guidance and procedures for establishing and operating the Local and Regional Programs.

3.16. **Other Program Wastes.** Wastes, other than HHW and VSQG Waste, which is managed separately from solid waste and which the CO desires to accept at a Management Facility and commingle with HHW pursuant to Section 6.1.1.1. of this Contract.

3.17. **Reciprocal Use Agreements.** Agreements entered into by the SO allowing use of a Regional Management Facility for Program Waste generated outside the Regional Service Area, or by the CO with the consent of the SO allowing use of a Local Management Facility for Program Waste generated outside the Local Service Area. Such Agreements shall provide the terms and conditions of the use of the Management Facilities, including any fees charged.

3.18. **Regional Management Facility (Regional Household Hazardous Waste Management Facility).** The portion of the Regional Program that consists of one or more Management Facilities operated by the SO, whether directly or by Contract.

3.19. **Regional Program (Regional Household Hazardous Waste Management Program).** The household hazardous waste program serving the Regional Service Area, which includes the following: (1) a household hazardous waste education and waste reduction program; and (2) a Management Facility or Facilities; and (3) the Local Programs. Any or all components of the Regional Program may be provided by the SO directly or by the COs through the Local Programs within the Regional Service Area.

3.20. **Regional Service Area.** The area within which the SO provides a Regional Program as defined in Section 3.16. of the MPCA/SO Contract.
3.21. **Sponsoring Organization (SO).** The political subdivision or other entity listed in Section 1.1. of this Contract.

3.22. **State Contractor.** The primary and/or secondary contractor that provide goods and services in accordance with the terms of the State of Minnesota Hazardous Waste Management Contract administered by the Minnesota Department of Administration.

3.23. **State Contractor Services.** Hazardous Waste Management services which are performed for Local Program and/or Regional Program activities and made available by the MPCA through its contracts with hazardous waste management firms. Hazardous waste management services include supplying materials, receiving, and sorting Program Waste, packaging, repackaging, consulting, training, sampling, analysis, treatment, transportation, storage, recycling, processing and disposal.

3.24. **State Hazardous Waste Rules.** The Minnesota Pollution Control Agency Rules, Chapters 7045 and 7001, as applicable.

3.25. **VSQG or Very Small Quantity Generator.** A Hazardous Waste generator who is classified as a VSQG in accordance with Minn. Rules pt. 7045.0206, and who has not lost generator VSQG status due to quantity of generation or overaccumulation (see Minn. Rules pt. 7045.0206, subp. 6, item B concerning quantity of generation; and Minn. Rules pt. 7045.0912, subp. 5, item H concerning overaccumulation).

In determining whether a person has VSQG status, the provisions of Minn. Rules pts. 7045.0206 and 7045.0292, subp. 5, item H shall govern. However, the following narrative is provided as an aid to understanding the portions of this Contract relating to VSQGs. A generator who, in a calendar month, generates the following quantities or less has VSQG status: 100 kilograms of hazardous waste; or one kilogram of acute hazardous waste; or 100 kilograms of any residue or contaminated soil, water or other debris resulting from the cleanup of a spill of any acute hazardous waste. Exceeding these quantities results in loss of VSQG status. VSQG status is also lost if the generator accumulates on-site more than 1,000 kilograms of hazardous waste. A VSQG who has lost VSQG status due to quantity of generation must satisfy the criteria in Minn. Rules pt. 7045.0206, subp. 6 to regain VSQG status.

3.26. **Waste ID Number (formerly EPA ID Number).** The site specific number a generator must obtain from the MPCA prior to transportation, treatment, storage, or disposal of any hazardous waste.

4.0. **GENERAL HOUSEHOLD HAZARDOUS WASTE PROGRAM REQUIREMENTS**

4.1. **Goal.** The goal of the Regional Program is to provide environmentally sound and safe management options for Program Wastes and to encourage, to the extent feasible, reuse, recycling or safe home disposal of Program Wastes.
4.2. **Local Program requirements.** The CO agrees to establish and operate a Local Program in accordance with the conditions and requirements set forth in this Contract and all applicable statutes, rules and regulations. In addition, the CO shall operate the Local Program according to the terms of the MPCA/SO Contract.

4.3. **Regional Program requirements.** The SO agrees to establish and operate a Regional Program in accordance with the conditions and requirements set forth in this Contract and all applicable statutes, rules and regulations. In addition, the SO shall operate a Regional Program according to the terms of the MPCA/SO Contract.

4.4. **Notification of Program Changes.** The CO shall notify the MPCA and the SO within 30 days of changing of the Program elements listed below. Notification requirements for all temporary and event collection activities shall be submitted at least 30 days prior to the event. Compliance with this section shall satisfy the requirements of Minn. Rules pt. 7045.0310, subp. 2. The CO may use Exhibit B, Notification to the MPCA, attached to the MPCA/SO Contract, to provide notification information. The notification shall describe any changes in the following:

(a) The name, address, telephone number of the staff person responsible for the operation of the Local Management Facility and of the staff person responsible for the education and waste reduction program, as well as the staffing arrangements for providing the Program services;
(b) The location of each Local Management Facility;
(c) A significant change in the duration and operating hours of the program;
(d) The intended Local Program service area;
(e) The manner in which waste will be collected, stored, treated, transported and disposed of;
(f) The amount of time the operator intends to store collected waste at the individual collection sites;
(g) A description of a significant change to physical structures to be used to collect and store collected waste;
(h) A description of personnel safety training to be given;
(i) A description of the safety and emergency procedures established for the program;
(j) The Waste ID Number used for manifesting shipments of waste from the Management Facility(ies); and
(k) The name and address of all waste transporters and the facility which will treat or dispose of the waste.

4.5. **Annual Reporting.** In addition to any other reports required under other agreements, the CO shall submit to the SO participation information and annual report information by March 15 of each year. The report shall include Local Program information related to operational, financial and educational aspects of the CO’s HHW Program. Exhibit D, “Annual HHW Program Report”, attached to the MPCA/SO Contract, contains specific reporting requirements and a form which may be used to report the information. The SO
shall provide to the CO a summary of the annual report prepared by the MPCA which summarizes information on the statewide program.

4.6. **Record Keeping.** The CO shall maintain records concerning the Local Program in accordance with the MPCA/SO Contract and make such records accessible to the SO and the MPCA. The CO shall have available for inspection for minimum of three (3) years the following expiration or cancellation of this Contract, complete and accurate records of the work funded by state funds disbursed under this Contract, including personnel time sheets, data and quality control information. Upon receipt of a request from the State’s authorized agent, the CO shall, in addition, retain records for such longer period as requested during the time of any administrative, judicial, or other proceeding for which the records may be needed. The retention period shall continue until the administrative, judicial, or other proceeding for which the records may be needed is finally completed or until the State’s authorized agent notifies the contractor in writing that the records need no longer be kept.

5.0. **EDUCATION AND WASTE REDUCTION PROGRAM**

5.1. **Education and Waste Reduction Program.** An education and waste reduction program shall be provided in accordance with the Solid Waste Management Plan for the Local Service Area, the MPCA/SO Contract and this Contract. The purpose of the program is to assist and inform the public concerning the proper management, identification and reduction of Program Wastes. The education program shall include the following elements:

5.1.1. **Public Information.** The education and waste reduction program shall promote identification and proper management of Program Wastes and methods of waste reduction, utilizing local media, public presentations, classroom education, solid waste haulers, retailers or other avenues the CO and the SO deem appropriate.

5.1.1.1. **Allocation of Duties for Public Information.**

**SO Duties:**
- Assist COs in forming their Education;
- Coordinate availability of certain educational materials for all COs in the Regional Program;
- Assist in the development of a regional education plan; and
- Ensure that materials and activities developed by the MPCA and SO will be made available to the entire Regional Program.

**CO Duties:**
- Continue to make fact sheets and brochures available in public libraries, other places and find other outlets for distribution;
- Annually provide at least one news article or column to each weekly newspaper in the County concerning waste reduction of HHW;
- Promote availability of speakers on HHW to civic, school and other groups and respond to speaking requests; and
- Annually arrange to have a display on HHW at the County Fair or other public events.

5.1.2. **Telephone Advice.** The education and waste reduction program shall provide telephone advice for the Local Service Area in accordance with the MPCA’s Telephone Advice Guidance Manual, as revised pursuant to Section 5.1.2.1.

5.1.2.1. **Allocation of Duties for Telephone Advice.**

**CO Duties:**
- Work with the MPCA to revise the Telephone Advice Guidance Manual to specifically reflect the Local HHW Program; and
- Continue to staff a hotline and provide disposal advice for residents of the County, according to the MPCA’s Telephone Advice Manual, and promote this service.

5.1.3. **Promotional Materials.** Promotional materials shall be provided for the Local Service Area which describe Management Facility operational information, including: location, collection dates and hours, waste accepted and local contact numbers.

5.1.3.1. **Allocation of Duties for Promotional Materials.**

**SO Duties:**
- Ensure that materials and activities developed by the MPCA and SO will be made available to the entire Regional Program; and
- Provide for the placement of learning stations in schools throughout the school year.

**CO Duties:**
- Provide the SO copies of all educational and promotional materials produced and distributed under this Contract and copies of all print media coverage of this program with its annual reports.

5.1.4. **Sample Public Education Materials.** The CO may request from the MPCA, or may obtain from the SO, sample public education materials which the CO can adapt for distribution, including: press releases, newspaper articles, mailing inserts, public service announcement scripts, brochures and fact sheets.

5.1.5. **Education and Waste Reduction Training.** The CO may request the MPCA to provide a basic training program for all persons who will participate in the education and waste reduction program in accordance with Section 4.5.1. of the MPCA/SO Contract.

6.0. **OPERATION OF MANAGEMENT FACILITIES.**
6.1. **Waste Acceptance and Management.** Management Facilities shall be operated to accept and manage Program Wastes in accordance with all applicable rules, regulations, standards and permit requirements. If a Management Facility is privately owned or operated, the private owner or operator shall be required to meet the conditions and requirements set forth in this Contract.

6.1.1. **Operation of Local Management Facilities.**

6.1.1.1. **VSQG and Other Program Wastes.** The CO may collect, store otherwise handle the VSQG wastes and Other Program Wastes listed below upon obtaining all applicable governmental approvals and with consultation and written approval of the SO. The CO may commingle said wastes with HHW and manage said wastes under the Waste ID Number acquired by the State, if the wastes are managed in accordance with all applicable rules, regulations, permits, policies and the Operations Manual. The Operations Manual shall be amended to address any additional hazards or safety concerns related to the management of these additional wastes.

6.1.1.1.1. **VSQG Wastes.** The following quantities of wastes may be accepted as VSQG waste, commingled with HHW and shipped under the MPCA’s Waste ID Number: (a) up to 2,200 pounds of hazardous waste per calendar year; or (b) up to 2,200 pounds from a business as a One-Time Generator (OTG). OTG’S may obtain their Waste ID Number from the SO or a CO that has completed the requirements necessary to accept VSQG Waste.

6.1.1.1.2. **Other Program Wastes.** The following Other Program Wastes may be accepted, commingled with HHW, and shipped under the MPCA’s Waste ID Number:

   (a) HHW collected outside the Local Service Area and which is accepted in accordance with Minn. Rules pt. 7045.031, subp.6, and pursuant to a Reciprocal Use Agreement;
   (b) Abandoned wastes which the CO agrees to manage;
   (c) Special wastes, as determined by the MPCA, including but not limited to: fluorescent or high-intensity discharge lamps, mercury-containing devices, cathode ray tubes, PCB ballasts or capacitors, and batteries; and
   (d) Non-household pesticides as defined in the contract between the SO and the Minnesota Department of Agriculture. The amount of non-household pesticides that can be accepted is limited. The CO must check with the SO prior to accepting said pesticides to ensure funding is available.

6.1.1.2. **Electronic Waste.** Electronic Waste may be collected and stored at the CO’s Local Management Facility provided it is done in accordance with state and federal storage and safety regulations.
6.1.1.3. **Non-Household Hazardous Waste.** The Local Program shall not accept non-household Hazardous Waste, except for VSQG wastes or Other Program Wastes set forth in Section 6.1.1.2. of this Contract. Nothing in this Contract is intended to preclude the collection, management or storage of waste other than Program Waste at the Local Management Facility, provided that the CO neither commingles the waste with Program Waste nor uses the MPCA’s Waste ID Number when shipping said waste.

6.1.1.4. **Reciprocal Use Agreements.** The CO may enter into Reciprocal Use Agreements with other Minnesota counties or governmental entities to allow the use of the Local Management Facilities with the prior approval of the SO. The CO may enter into a Reciprocal Use Agreement with a county or governmental entity outside of the State of Minnesota only with the prior approval of the MPCA and the SO. The SO may enter into Reciprocal Use Agreements with other Minnesota counties or governmental entities to allow the use of the Regional Management Facilities without approval of the CO.

6.1.2. **Approval to Store Waste More than 90 Days or Receive Waste from Another Management Facility.** The CO, in consultation with the SO and in accordance with the MPCA/SO Contract, may apply to the MPCA for approval to store waste for greater than 90 days or receive waste from another management facility at a Local Management Facility with proper governmental approvals. The CO shall not store Program Waste for more than 90 days and/or accept Program Waste from other management facilities until approval has been received from the MPCA.

6.1.3. **Alternative Management of Program Waste.** The CO, in consultation with the SO and in accordance with Section 4.3.3. of the MPCA/SO Contract, may apply to the MPCA for approval to treat Program Waste on-site at a Local Management Facility or manage Program Waste at a facility not regulated pursuant to Minn. Rules pts. 7045.0208, subp. 1, or 7045.0310 (alternative management facility). The CO shall not threat Program Waste on-site or deliver Program Waste to an alternative management facility unless authorized pursuant to this section (6.1.3.) or until approval has been received from the MPCA.

Treatment and alternative facility management methods which do not require approval of the MPCA are:
(a) bulking of paints (including paint in aerosol containers), solvents, fuels, adhesives, used or waste oil and antifreeze;
(b) management of any waste that does not exhibit the characteristics of or is not listed as a hazardous waste under MPCA rules; and
(c) Any specific management method previously approved by the MPCA for the Program.

6.1.4. **Required Equipment and Inspections.** In accordance with all applicable regulations, the MPCA/SO Contract, the CO shall arrange for the provision, inspection,
maintenance and record keeping for all the safety equipment, personal protective equipment, and other equipment necessary for Local Management Facility operations.

6.1.5. Closure. The CO is responsible for proper closure of a Local Management Facility in accordance with all applicable rules and regulations, and Sections 4.1.6., 4.3.5., and 4.4.1. of the MPCA/SO Contract. If approval to accept and store waste has been received pursuant to Section 6.1.2. of this Contract, the CO shall arrange for the proper closure of the Local Management Facility in accordance with the terms of Said approval.

6.1.6. Allocation of Specific Duties.

SO Duties:
- Serve as the liaison between the CO and the MPCA;
- Bill the CO for the CO’s prorate share of the cost of disposal of all Program Wastes disposed of at the Regional Facility, which is billed directly to the SO by the Contractor.
- Bill the CO for use of a Mobile Unit during an Event Collection held within said CO’s Local Service Area, which is billed directly to the SO by the Mobile Unit owner.
- Bill the CO for share of Mobile Unit operation cost.

CO Duties:
- Operate the Local Facility according to the Operations Manual;
- Procurement of all necessary safety equipment, personal protective equipment and other equipment for Local Facility operations, as required herein and as outlined in the Operations Manual;
- Designate Staff for Local Facility Activities;
- Ensure that all staff performing duties related to Local Facility activities are properly qualified and trained. The CO shall provide the MPCA with the names, qualifications, and duties of all staff involved in Local Facility activities before they begin performing such activities; and
- Encourage the exchange of usable products. The MPCA provides guidelines on product exchange procedures.

6.2. CO Use of Regional Facility. The SO shall accept Program Waste at the Regional Management Facility. The Regional Management Facility shall accept Program Waste collected at a Local Management Facility and may accept Program Waste Delivered by a waste generator. The SO may restrict the types of Program Waste accepted at the Regional Management Facility upon written notice to the CO.


6.3.1.1. MPCA Acquisition of Waste ID Numbers and Tracking. Upon request, the MPCA shall complete the “EPA Notification of regulated Waste
Activity” for and acquire the Waste ID Number solely in the name of the MPCA for each Local Management Facility that requires Waste ID Number. The Waste ID Number shall be used for transportation and disposal of all Program Wastes collected at a Management Facility. The MPCA shall track the uniform hazardous waste manifests. The MPCA hereby authorizes the CO’s Authorized Representative, or his or her designee, to sign manifests on behalf of the MPCA. The CO’s Authorized Representative shall inform the MPCA in writing of all personnel designated to sign manifests under this section.

6.3.1.2. State Contractor’s Acquisition of Waste ID Number. The CO may request the State Contractor to obtain the Waste ID Number in the name of the State Contractor in accordance with Section 4.5.6.d of the State of Minnesota Hazardous Waste Management Contract or the secondary State of Minnesota Hazardous Waste Management Contract.

6.3.1.3. Contract Termination. If this Contract is not renewed or terminates and the CO continues to operate a Local Management Facility, the CO or its contractor shall cease to use the Waste ID Number acquired by the MPCA and shall obtain its own Waste ID Number. Within 30 Days of non-renewal of the Contract or of permanent closure of a Local Management Facility, the CO shall notify the MPCA of the Local Management Facility’s Waste ID Number and the location of the Local Management Facility.

6.3.2. Contractor Services.

6.3.2.1. State Contractor Services. Pursuant to the MPCA/SO Contract, The MPCA makes available State Contractor Services and requires The State Contractor to meet the conditions and requirements set forth in the State Contract, the MPCA/SO Contract. The MPCA notifies the State Contractors that the CO is authorized to act on the MPCA’s behalf under the State Contract. Except as may be provided in other provided in other agreements between the parties, accordance with the terms of the State Contract.

6.3.2.2. On-site Contractor Services. The CO may use Non-State Contractor services for the operation of a Management Facility.


6.3.3.1. Waste Transportation and Disposal. Pursuant to the MPCA/SO Contract, the MPCA, through the State Contract, provides for the Management, transportation and disposal of Program Wastes from The time that the Program Wastes come into the possession of the State Contractor. Said management, transportation and disposal is required to be in accordance with all applicable rules, regulations, standards, permit
requirements, this Contract. It is intended by the parties that the MPCA shall manage all risks associated with the management, transportation and disposal of Program Wastes, from the time that Program Wastes come into possession of the State Contractor or an MPCA Authorized Transporter or Authorized Facility and any time thereafter, to avoid liability to the CO.

6.3.3.2. Authorized Facilities and Transporters. Program Waste collected Pursuant to the Contract shall be transferred only by transporters and stored, blended, treated reclaimed, recycled, incinerated, or disposed of only at facilities evaluated and authorized by the MPCA. Exhibit E, “Authorized Facilities and Transporters”, attached to the MPCA/SO Contract, contains a list of facilities and transporters authorized for handling of Program Waste under this subsection.

6.3.3.3 Additions to List of Authorized Facilities and Transporters. The MPCA maintains the list of Authorized Facilities and Transporters, and reviews the list and authorizes State Contractor facilities and transporters in accordance with the provisions contained in the State Contract. The CO may request MPCA authorization of additional facilities and transporters through the SO as provided in Attachment 2, “Procedure for Authorizing Additional Transporters and Facilities”, attached hereto and incorporated as part of this Contract.

6.4. MPCA Technical Assistance.

6.4.1. The CO may request the MPCA to provide the following technical assistance:

6.4.1.1. Training Program.

6.4.1.1.1. Education and Waste Reduction Program Training. The SO shall provide the CO with notification of training activities provided by the MPCA. The MPCA has agreed to establish a basic training program and an annual update for All persons who will participate in the education and waste reduction program. This program provides staff with guidance for the following: What is a hazardous waste; which wastes are acceptable at Management facilities, including guidelines to identify commercial and agricultural wastes; waste reduction through reuse and recycling; alternatives to household hazardous products and safe home treatment, storage and transportation methods.

6.4.1.1.2. Management Facility Operations Training. The SO shall provide the CO of the training requirements and opportunities for all persons who will operate Management Facilities. This training program, provided by the MPCA on at least an annual basis, includes initial safety training of at least 24 hours, annual safety refresher training, and hazard categorization and packaging training.
6.4.1.2. On-Site Operation and Safety Consultations. The CO may request the MPCA to perform on-site evaluations of conformance with operational and safety standards applicable to Management Facilities. The MPCA, in consultation with the CO, develops a schedule and procedures for conducting Evaluations and follow up. The CO shall provide copies of the results of the evaluation to the SO.

6.4.1.3. General Technical Assistance.

6.4.1.3.1. The CO may request the MPCA to provide the following assistance related to the medical monitoring of management Program personnel: assistance in determining the applicability of medical monitoring requirements for management Program personnel; guidelines and forms for scheduling appointments; assistance in managing the contractor providing medical monitoring services; and maintenance of personnel medical monitoring records.

6.4.1.3.2. At the request of the CO and subject to available resources, the MPCA may provide additional technical assistance.

The following section, 6.5, is optional and is intended to suggest duties for the SO and CO’s that operate mobile collections.

6.5. Mobile Collection Events

6.5.1. Mobile HHW Event Collections. The parties agree that in no event will collections occur until the CO has complied with all regulations and all appropriate sections of this Contract.

6.5.2. Local Event Collection Schedule. The CO and SO shall determine, by March 15 of each year, the number and location of Local Mobile Event Collections to be conducted that calendar year. This is so the SO can give the MPCA at least 30 days notice as required by the MPCA/SO Contract.

6.5.3. Allocation of Duties for Mobile Event Collections.

SO Duties:
- Serve as a main liaison between MPCA and CO;
- Approve of proposed collection sites that meet MPCA criteria prior to notifying MPCA of intended mobile event collection sites and dates;
- Conduct all Central Coordination tasks listed in the Standard Operating Procedures (SOP);
- Instruct the CO on Site Coordination tasks as listed in the SOPs;
- Instruct the CO on Worker Coordination tasks as listed in the SOPs;
- Provide training for workers who will staff collections;
- Ensure mobile event collections are conducted in accordance with the SOPs;
- Compile collection summaries;
- Notify the MPCA of intended collection dates for sites approved by the SO at least 30 days prior to the proposed dates;
- Provide all packaging materials and equipment, personal protective equipment, emergency equipment, and spill control and clean-up equipment and supplies for event collections;
- Provide trained staff to serve as the Safety Officer, On-Site Coordinator, and Project Spokesperson at collections;
- Supply copies of surveys to be distributed at collections; and
- Send survey results or summary to the MPCA with annual report.

**CO Duties:**
- Arrange for the use of collection sites;
- Conduct all Public Relations Coordination tasks as listed in the SOP;
- Conduct all Recycle/Reuse Coordination tasks as listed in the SOP;
- Conduct Site Coordination tasks as listed in the SOP and as instructed by the SO;
- Conduct Worker Coordination tasks as listed in the SOP and as instructed by the SO;
- Provide the number of staff and/or volunteer workers as requested by the SO;
- Prepare and distribute Section B, Part II of Exhibit B for each site according to regulations. Perform appropriate Sections of this Contract and the SOP if the CO has their own mobile event collection program; and
- Publicize and conduct product exchanges in conjunction with a SO scheduled mobile event collection, local management facility or a CO mobile event collection. The SOP shall be followed when conducting a product exchange.

### 7.0. FINANCIAL ARRANGEMENTS

The SO is responsible for fulfilling its reporting and financial obligations to the CO, and to the MPCA in accordance with the MPCA/SO Contract and the MPCA Regional HHW Program Sponsoring Organization Financial Contract.

A CO is responsible for fulfilling reporting and financial obligations to its SO in accordance with Part 7.0. of this contract.

### 7.1. Billing and Payment Procedures.

**7.1.1. Billing Format.** The SO shall bill the CO for services as follows: $1.00/mile for use of the Mobile Unit to be billed round trip from the Regional Management Facility to the Local Management Facility or Event Collection Site; and an hourly wage billed for
time spent at the Local Management Facility or Event Collection Site Managing HHW or an Event Collection. The CO will be notified annually in writing or by e-mail of the hourly rate.

7.1.2. CO Payment. The CO shall remit payment to the SO within thirty (30) days after receiving any bill from the SO. The CO shall send payment to the SO’s mailing address as follows:

Lyon County Environmental Office  
504 Fairgrounds Rd  
Marshall, MN 56258

7.1.3. Timing of Billing. Billing will be done from November 1st to October 31st of the following year. The SO agrees to bill the CO by Nov. 20th of each year for the previous year’s costs.

8.0. GENERAL CONDITIONS

8.1. Legal Authority. This Contract is made under the County authority of Minn. Stat. § 375.21, 473.801 through 473.834 and 471.59 and Minn. Stat. § ch. 400. (Please note: Minn. Stat. § 471.59 may not apply in all situations.)

8.2. Authorized Representative and Administrator. The SO’s authorized representative for administering this Contract is Stephen W. Ritter. The CO’s authorized representative for administering this Contract is ________________. Each party agrees to notify the other party in writing if their authorized agent is changed.

8.3. Interpretation of Contract. This Contract and all statutes and rules cited herein shall be interpreted pursuant to the laws of the State of Minnesota.

8.4. Term of Contract. This Contract shall be effective upon such date as it is fully executed and shall remain in effect until _____________, unless earlier terminated as provided herein. It is the intent of the parties that termination or expiration of this Contract shall not relieve the parties of the obligations assumed under this Contract that occur after termination or expiration, including without limitation, the obligations to properly close the Management Facility or Facilities, to pay costs incurred during the term of this Contract and to defend, indemnify and hold harmless the other party pursuant to Section 5.11. of the MPCA/SO Contract.

8.5. Cancellation. This Contract may be canceled by the SO or the CO with or without cause in writing given not less than sixty (60) days before the effective date of the cancellation. If this Contract is canceled, the financial arrangements outlined in Section 7.0, will prevail for all expenses incurred prior to the effective date of the cancellation, and the CO shall repay to the SO within sixty (60) days after cancellation all unspent or improperly spent funds.

8.6. Funding. In the unlikely event that there are insufficient funds appropriated by the Legislature to allow the MPCA to perform each of its duties and obligations under this Contract,
the MPCA shall use its best efforts to obtain an increased appropriation from the Minnesota Legislature in sufficient amount to allow it to fulfill said duties and obligations.

8.7. **Assignment.** The parties shall neither assign nor transfer any rights or obligations under this Contract without the prior consent of the other party.

8.8. **Compliance with Laws.** All acts performed by the parties under this Contract shall be performed in accordance with applicable federal, state and local laws.

8.9. **Dispute Resolution.** In the event of noncompliance with the terms of this Contract or a dispute arising under this Contract, the CO and SO agree to attempt to resolve said noncompliance or dispute by the process set forth in Exhibit F of the MPCA/SO Contract.

8.10. **Affirmative Action.** The County shall comply with the affirmative action provision of Minn. Stat. § 363.073 and any applicable rules promulgated thereunder.

8.11. **Amendments.** Any amendments to this Contract shall be in writing and shall be executed by both parties.

8.12. **Liability.** It is the intent of the parties that any liability which may arise as a result of activities contemplated by this Contract to be governed according to the following provisions:

8.12.1. **Liability to third persons.** The parties intend that any claims or causes of action by third persons are subject to the limitations upon liability provided by law. Further, nothing in this Contract is intended to create a cause of action with respect to any third person, except for rights granted to Co-Sponsoring Counties as third party beneficiaries of this section (8.12.).

8.12.2. **Liability between the SO and the CO.** The parties agree that they each will be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. The SO therefore agrees that it is responsible for itself, its agents, employees or contractors. The SO shall defend, indemnify and hold harmless the CO and their employees, agents and elected officials from all liability, obligations, claims, demands, loss, costs and expense, including reasonable attorneys and other professional fees, resulting from the acts of the SO, its agents, employees or contractors, or obligations assumed by the SO in this Contract. For purposes of this paragraph, the CO the MPCA and the State Contractor shall not be considered to be agents, employees or contractors of the SO.

The CO agrees that it is responsible for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. The CO shall defend, indemnify and hold harmless the SO and the MPCA and their employees, agents and elected officials from all liability, obligations, claims, demands, loss, costs and expense, including reasonable attorneys and other professional fees, resulting from the acts of the
Coin this Contract. For purposes of this paragraph, the SO, the MPCA and the State Contractor shall not be considered to be agents, employees or contractors of the CO.

Additionally, the parties intend that the CO shall be considered a third party beneficiary of the obligation of the MPCA to defend, indemnify and hold harmless the SO and the CO, as a third party beneficiary of the MPCA/SO Contract, and their employees, agents, elected officials from all liability, obligations, claims, demands, loss, costs and expense, including reasonable attorneys and other professional fees, related to or resulting in any manner from the transportation, management or disposal of Program Waste occurring at the time the Program Waste comes into the possession of the State Contractor or an MPCA authorized transporter and, any time thereafter, including without limitation the Resources Conservation and Recovery Act, the Comprehensive environmental Response and Liability Act, all as amended from time to time, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations.

The parties acknowledge that the MPCA shall provide legal counsel for defense of claims asserted against the CO and the SO if those claims are indemnified by the MPCA under the applicable section of the contract between the MPCA and the CO and/or any SO. In its sole discretion, the MPCA may choose to provide legal representation through common counsel or separate counsel. The CO agrees that: (1) it will not claim or assert that, based solely on common counsel’s past or present representation of the CO, said counsel has a conflict of interest in performing legal services under this section; (2) it will not claim or assert that, based solely on common counsel’s representation under the terms of this Contract, said counsel has a conflict of interest in connection with any representation of any other person or entity in a matter pending; and (3) in the event that any conflict develops in the representation of the CO under this section, the CO may consent to that common counsel’s continued representation of the CO or the CO may retain, at the CO’s sole expense, its own counsel for the defense of claims indemnified by the CO under this section.

Nothing in this Section (8.12.2.) is intended to act as a waiver or limitation of any law, as provided in Section 8.12.1. above. Further, nothing in this Section shall bar any legal remedies that one party may have against another for failure to fulfill its obligations pursuant to this Contract.

8.12.3. No Waiver. Nothing in this Contract is intended to waive or limit the provisions of the Tort Claims Act, Minn. Stat. § 3.376, or Minn. Stat. § 466.02, or any other law, legislative or judicial, which limits governmental liability.
IN WITNESS WHEREOF, the parties hereto have executed this Contract, intending to be bound thereby.

LYON COUNTY

By ______________________________
Title ___________________________
Date ___________________________

ATTEST:

By ______________________________
Title ___________________________
Date ___________________________

Approved as to form and execution by:

COUNTY ATTORNEY

By ______________________________
Title ___________________________
Date ___________________________

COUNTY

By ______________________________
Title ___________________________
Date ___________________________

ATTEST:

By ______________________________
Title ___________________________
Date ___________________________

COUNTY ATTORNEY

By ______________________________
Title ___________________________
Date ___________________________
Contract between
Kandiyohi County
and
_______ County
for the
Operation of a Household Hazardous
Waste Management Program

RECITALS

1. The Minnesota Pollution Control Agency is required by Minn. Stat. 115A.96 to establish a statewide program to manage Household Hazardous Wastes (HHW). The term "State" is used to identify the entity responsible for managing the statewide HHW program throughout the Contract.

2. Minn. Stat. 115A.96, subdivision 3, provides that the statewide program may be provided directly by the State or by contract with public or private entities.

3. The Sponsoring Organization has established a contract with the State. The Co-Sponsoring Organization wishes to participate in the statewide HHW program in order to further the goals of protecting the environment and the public health as articulated in the Waste Management Act and the Co-Sponsoring Organization’s Solid Waste Management Plan.

4. A Management Facility will accept HHW and may also accept Very Small Quantity Generator wastes and Other Program Wastes in accordance with the terms set forth in this Contract.

5. The parties wish to allocate the duties, risks and responsibilities resulting from the operation of the Local and Regional Programs.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Kandiyohi County and _____ County enter into the following Contract:

1.0 PARTIES

The parties to this Contract are:

1.1. The Sponsoring Organization, Kandiyohi County (hereinafter "SO") and
1.2. The Co-Sponsoring Organization, _____ County (hereinafter "CO")

2.0. INTRODUCTION

This is a Contract between the SO and CO describing the terms under which a Local Program and a Regional Program shall establish and operate a HHW Program according to guidelines and procedures
established by the Minnesota Pollution Control Agency (MPCA) and all other laws, rules and regulations. The Local Program shall be funded with the limitations and conditions of this Contract.

3.0 DEFINITIONS

Terms as used in this Contract shall have the following meanings:

3.1 Authorized Facility or Authorized Facilities. A facility or facilities authorized by the State to store, blend, treat, reclaim, recycle, incinerate or dispose of Program Waste.

3.2 Authorized Transporter or Authorized Transporters. A transporter or transporters authorized by the MPCA to transport Program Wastes to Authorized Facilities in accordance with Section 4.4.3 of the MPCA/SO Contract (Attachment).

3.3 Co-Sponsoring Organization ("CO"). The political subdivision or other entity listed in Section 1.2 of this Contract. A county or other governmental unit located partially or completely within the Service Area or Regional Program that has signed an agreement for participation in the Program.

3.4 ID Number. The site-specific number a generator must obtain from the MPCA prior to transportation, treatment, storage or disposal of any hazardous waste.

3.5 Event Collection. A method intended to collect Program Waste from eligible persons and to educate participants on proper hazardous waste management. An Event Collection involves a site temporarily designed and set up to safely and efficiently collect and package waste for disposal or exchange.

3.6 Financial Agreement. The agreement between the State and a Sponsoring Organization that contains the terms to transfer funds from the State to the Regional Program.

3.7 Hazardous Waste. Waste as defined in Minnesota Statutes, Section 116.06, subd. II.

3.8 Household. Household as defined in Minnesota Statutes Section 115A.96, subd. I (a).

3.9 Household Hazardous Waste (HHW). Waste as defined in Minnesota Statutes, Section 115A.96, subd. I (b).

3.10 Local Management Facility (Local Household Hazardous Waste Management Facility). The portion of the Local Program that consists of one or more Management Facilities operated by the CO, whether directly or by contract.

3.11 Local Program (Local Household Hazardous Waste Management Program). The household hazardous waste program operated by a CO, which includes a household hazardous waste education and waste reduction program for Local Program residents and which may include a Local Management Facility.

3.12 Local Service Area. The geographic area within which the CO provides a Local Program, which shall be as follows: _____ County.

3.13 Management Facility. One or more permanent, temporary, mobile, satellite, or event collection sites that accept Program Waste for collection, management and storage. A Management Facility may be publicly or privately owned and/or operated.

3.14 Minnesota Universal Waste. Hazardous waste defined by the Minnesota Pollution Control Agency that may be managed in accordance with the alternate management standards of the Minnesota Pilot Project for Special Waste Management or the Universal Waste Rules developed by the MPCA.
3.15 Other Program Wastes. Wastes, other than HHW and VSQG Waste, which may be accepted and managed at a Management Facility and commingled with HHW pursuant to Section 4.3.2.2. of this Contract.

3.16 Program Wastes. Wastes that may be accepted at a Management Facility, including HHW, VSQG Waste and Other Program Waste.

3.17 Reciprocal Use Agreements. Agreements entered into by the SO allowing use of a Regional Management Facility for Program Waste generated outside the Regional Service Area, or by the CO with the consent of the SO allowing use of a Local Management Facility for Program Waste generated outside the Local Service Area. Such Agreements shall provide the terms and conditions of the use of the Management Facilities, including any fees charged.

3.18 Regional Management Facility (Regional Household Hazardous Waste Management Facility). The portion of the Regional Program that consists of one or more Management Facilities operated by the SO, whether directly or by Contract.

3.19 Regional Program (Regional Household Hazardous Waste Management Program). The Program or services provided by a SO and at least one CO acting jointly through an agreement to manage a Program. Any or all components of the Regional Program may be provided by the SO directly or by the CO through the Local Programs within the Regional Service Area.

3.20 Regional Service Area. The geographic area within which the SO provides a Regional Program.

3.21 Sponsoring Organization (SO) or Regional Sponsor. The lead county or governmental unit of a Regional Program that has a contract with the State to operate a Program.

3.22 State/SO Contract. The Contract, including exhibits, between the State and Sponsoring Organization for the Operation of a Household Hazardous Waste Management Program for the period ending December 31, 2017, included as an Attachment and made a part of this Contract, together with any subsequent amendments.

3.23 State Contract or State Contracts. Contracts entered into by the State and made available for the management of Program Wastes. Such contracts include but are not limited to State of Minnesota Hazardous Waste Management Contracts; Fluorescent/HID Lamps, Ballasts and Mercury Products: Recycling and Disposal Contract; the Electronic and Electronic Component Recycling and Waste Management Contract; the used Oil, Filter, Sorbent and Antifreeze Management Contract; and any other contract entered into by the State to manage Program Waste.

3.24 State Contractor Services. Waste management services which are performed for Local Program and/or Regional Program activities and made available by the State through its contracts with waste management firms. Waste management services include supplying materials, receiving and sorting Program Waste, packaging, repackaging, consulting, training, sampling, analysis, treatment, transportation, storage, recycling, processing and disposal.

3.25 State Hazardous Waste Rules. The Minnesota Pollution Control Agency Rules, Chapters 7045 and 7001.

3.26 State’s Authorized Transporter. A transporter authorized to provide transportation services pursuant to a State Contract or another contract authorized by the State’s Authorized Representative for transportation or management of Program Wastes.
3.27 VSQG or Very Small Quantity Generator. A Hazardous Waste generator who is classified as a VSQG in accordance with Minn. Rules pt. 7045.0206, and who has not lost generator VSQG status due to quantity of generation or over accumulation.

3.28 VSQG Waste. Hazardous waste generated by a business that is defined as a VSQG in accordance with Minn. Rules pt. 7045.0206.

**4.0 HOUSEHOLD HAZARDOUS WASTE PROGRAM OPERATION**

4.1 Organization and General Requirements

4.1.1 Goal. The goal of the Regional Program is to provide environmentally sound and safe management options for Program Wastes and to encourage, to the extent feasible, reuse, recycling or safe home disposal of Program Wastes.

4.1.2 Local Program Requirements. The CO agrees to establish and operate a Local Program in accordance with the conditions and requirements set forth in this Contract and attachments, and all applicable statutes, rules, and regulations.

4.1.3 Regional Program Requirements. The SO agrees to establish and operate a Regional Program in accordance with the conditions and requirements set forth in this Contract and attachments, and all applicable statutes, rules, and regulations. The SO will serve as the liaison between the CO and the State.

4.1.4 Reciprocal Use Agreements. The CO may enter into Reciprocal Use Agreements with other Minnesota counties or governmental entities to allow the use of the Management Facilities. The CO may enter into a Reciprocal Use Agreement with a county or governmental entity outside of the State of Minnesota provided the following information is maintained by the CO and made available to the State upon request: contact information for the governmental entity; date or time frame for services provided; type and quantity of waste collected; and specific container numbers for all containers holding waste.

4.1.5 Notification of Program Changes. The CO shall notify the State and SO within 30 days of changing of the Program elements listed in Exhibit B of the State/SO Contract (Attachment). Notification requirements for all temporary and event collection activities shall be submitted at least 30 days prior to the event. The CO may use the forms in Exhibit B of the State/SO Contract, to provide notification information.

4.1.6 Financial Arrangements.

The SO is responsible for fulfilling its reporting and financial obligations to the CO, and to the State in accordance with the Financial Agreement between the MPCA and Regional HHW Program.

The CO is responsible for fulfilling reporting and financial obligations to its SO in accordance with Section 4.1.6 of this Contract.

4.1.6.1 CO Funding from SO. The SO agrees to provide to the CO funding it receives from the State subject to terms and conditions set forth in this Contract, for services and items used to properly conduct Local Program activities. No payments will be made for expenses incurred for services or items not allowed under this Contract.
Before the SO will authorize payments within the limits of this Contract, the CO must properly bill the SO as provided in this Contract.

4.1.6.2. Stipend for CO. The SO agrees to provide the CO with a monthly stipend of $200.00 to conduct Local Program activities, based on the participation in the Local Program per calendar month. The CO must have executed a contract with the SO to operate a Local Program by the end of a calendar month to be eligible for the operational stipend for that month.

4.1.6.3. Disposal Cost Reimbursement. The SO will reimburse the CO for Event Collection disposal costs, where Contractor Services are used at the Event Collection, according to the following formula:

Households Participating in CO Event Collections x the Annual Waste Management Fee per Household paid by the State.

The CO will pay for the Contractor Services, and the SO will reimburse the CO after the State funds are received.

4.1.6.4. Personal Protective Equipment and Supplies. The CO shall pay 100 percent of the cost when the SO provides personal protective equipment and supplies for the CO.

4.1.6.5. Local Program Use of Regional Facility. The CO agrees to pay the CO's prorate share of the cost of disposal of all Program Wastes disposed of at the Regional Facility, which is billed directly to the SO by the Contractor. The CO will be billed twice yearly for this cost.

4.1.6.6. Administrative Fee. The CO agrees to pay the SO an administrative fee for operating the Regional Program. This fee shall be $2,000.00 per year. The SO will bill the CO for the administrative fee annually.

4.1.6.7. Unspecified Expenses. All expenses incurred by the CO in operating the Local Program as required under this Contract, excluding those for which the SO will provide payment pursuant hereto, shall be paid by the CO.

4.1.6.8. Available Funding. Local Program funding from the SO is contingent upon available State funding for Local Program activities, and the SO shall have no obligations to provide funds to the CO unless it has received such funds from the State. The State shall not, in any case, be obligated to provide any funds to the CO. Therefore, no minimum payment is guaranteed by the SO.

4.1.7 Annual Reporting. In addition to any other reports under other agreements, the CO shall submit to the SO annual report information by February 1 of each year. The report shall include Local Program information related to the operational, financial and educational aspects of the CO's HHW Program. The SO shall provide the forms and send them to the CO.
4.1.8 Record Keeping. The CO shall maintain records concerning the Local Program in accordance with Section 5.13 of this Contract and make such records accessible to the SO and the State.

4.2. Education and HHW Reduction Program. The CO shall operate an education and waste reduction program in consultation with the SO and the State and in accordance with Minnesota Statutes, Section 115A.96, subdivision 6 (a). The purpose of the program is to assist and inform the public concerning the proper management, identification and reduction of Program Wastes.

4.2.1 Allocation of Duties Related to HHW Education

SO Duties:
   a. Assist CO in forming a HHW Education Program.
   b. Coordinate the availability of or provide promotional materials that describe program operational information and information on waste management and reduction.
   c. Make available to the CO educational materials and activities developed by the State and SO.

4.2.2 CO Duties:
   a. The CO shall promote identification and proper management of program Wastes and methods of waste reduction, utilizing local media and other avenues the CO and SO deem appropriate.
   b. The CO shall provide telephone advice for the Local Service Area utilizing the State's Telephone Advice Guidance Manual.

4.3. Management Facility Operations.

4.3.1 Waste Acceptance and Management. Management Facilities shall be operated to accept and manage Program Wastes in accordance with this Contract and attachments, all applicable rules, regulations, standards, contractual and permit requirements.

4.3.2 VSQG and Other Program Wastes. The CO may collect, store and manage the VSQG Wastes and Other Program Wastes listed below upon obtaining all applicable government approvals and with consultation and written approval of the SO. The CO may commingle said wastes with HHW and manage said wastes under the ID Number acquired by the State, if the wastes are managed in accordance with this Contract and attachments and all applicable rules, regulations, permits and policies.

4.3.2.1 VSQG Wastes. VSQG Wastes as defined in parts 3.27 and 3.28 of this Contract.

4.3.2.2 Other Program Wastes. The following Other Program Wastes may be accepted, commingled with HHW, and shipped under the State's ID Number:
   - HHW generated outside the Local Service Area and which is accepted in accordance with Minn. Rules pt. 7045.0310, subp. 6;
   - Abandoned wastes that the CO agrees to manage;
   - Minnesota Universal wastes, as determined by the MPCA, including but not limited to: fluorescent or high-intensity discharge lamps, mercury-containing
devices, cathode ray tubes, PCB ballasts or capacitors, electronics and batteries;

- Waste pesticides not generated by a household; and
- Latex wastes, used oil and used oil filters and any other wastes managed by the State's Authorized Transporter or another transporter authorized pursuant to the State/CO contract.

4.3.2.3. Non-Household Hazardous Waste. The Local Program shall not accept non-household Hazardous Waste, except for VSQG wastes or Other Program Wastes set forth in Section 4.3.2.2 of this Contract. Nothing in this Contract is intended to preclude the collection, management or storage of waste other than Program Waste at the Local Management Facility; provided that the CO neither commingles the waste with Program Waste nor uses the State's ID Number when shipping said waste.

4.3.3 Approval to Store Waste More than 90 Days or Receive Waste from Another Management Facility. The CO, in consultation with the SO and in accordance with Minn. Rules pt. 7045.0310, subp. 6, may request approval from the State to store Program Wastes for greater than 90 days or to accept Waste from a Management Facility at its Local Management Facility. The CO shall use the forms included in the Attachment, Exhibit C of the State/CO Contract, "Acceptance of HHW from Another HHW Collection Site or For Storage of HHW for Greater Than 90 Days", to provide the required information to the State. The CO shall not store Program Waste for more than 90 days and/or accept Program Waste from another Management Facilities until approval has been received from the State.

4.3.4 Alternative Management of Program Waste. The CO, in consultation with the SO and in accordance with Minn. Rules pt. 7034.0310, subp. 7, may request State approval to treat Program Waste on site or to manage Program Waste at a facility not regulated pursuant to Minn. Rules pts. 7045.0208, subp.1, to 7045.0310 (alternative management facility). The CO shall not treat Program Waste on site or deliver Program Waste to an alternative management facility unless authorized pursuant to the Attachment, Exhibit D of the State/SO Contract, "Approval of On-Site Treatment or Alternative Facility Management Methods".

Treatment and alternative facility management methods which do not require approval of the State are: bulking of paints (including paint in aerosol containers), solvents, fuels, adhesives, used or waste oil and antifreeze; management of any waste that does not exhibit the characteristics of or is not listed as a hazardous waste under the rules; and any specific management method previously approved by the State for the Program.

4.3.5 Required Equipment and Inspections. In accordance with this Contract and attachments and applicable regulations, the CO shall arrange for the provision, inspection, maintenance and
record keeping for all the safety equipment, personal protective equipment and other equipment necessary for Local Management Facility operations.

4.3.6 Closure. The CO is responsible for proper closure of a Local Management Facility in accordance with all applicable rules and regulations, and this Contract and attachments. If approval to accept and store waste has been received pursuant to Section 4.3.3 of this Contract, the CO shall arrange for the proper closure of the Local Management Facility in accordance with the terms of said approval.

4.3.7 Allocation of Specific Duties

SO Duties:

- The SO shall accept Program Waste at the Regional Management Facility. The Regional Management Facility shall accept Program Waste collected at a Local Management Facility and may accept Program Waste delivered directly by a waste generator. The SO may restrict the types of Program Waste accepted at the Regional Management Facility upon written notice to the CO.

CO Duties:

- Procurement of all necessary safety equipment, personal protective equipment and other equipment for Local Facility operations, as required herein and as outlined in Exhibit A of the State/SO Contract;
- Designate staff or Local Facility Activities;
- Ensure that all staff performing duties related to Local Facility activities are properly qualified and trained. The CO shall provide the MPCA with the names, qualifications and duties of all staff involved in Local Facility activities before they begin performing such activities; and
- Encourage the exchange of usable products.

4.4. State Provision of ID Numbers for Management Facilities

4.4.1 State Acquisition of ID Numbers and Tracking. The CO may request the State to complete the "Notification of Regulated Waste Activity" form and acquire the ID Number solely in the name of the State for each Local Management Facility that requires an ID Number. The ID Number shall be used for transportation and disposal of all Program Wastes collected at a Management Facility and managed by an authorized transporter.

4.4.2 Cancellation or Reassignment of ID Numbers. If this Contract is not renewed or is canceled by either party and the CO continues to operate a Management Facility, the CO and its contractor shall cease to use the ID Number acquired by the State. If hazardous waste will no longer be manifested from the Management Facility, the State will cancel the ID Number. If the CO plans to continue to manifest hazardous waste from the Management Facility, the CO shall, within seven days of cancellation or non-renewal, submit a "Subsequent Notification" form to the entity authorized to assign ID Numbers. The CO shall
provide to the State documentation of receipt of confirmation that the ID Number has been reassigned within thirty days of receipt.

4.5. Manifesting

4.5.1 Manifest Signature. If the CO signs manifests, it shall provide documentation to the SO and State demonstrating that its staff and its contractor staff have been certified by their employer to sign manifests in accordance with DOT regulations 49 CFR 172.704. The CO shall also provide documentation to the SO and State demonstrating that its staff and contractor have been trained and certified to sign manifests in accordance with applicable Hazardous Waste regulations. For all CO staff currently signing manifests on behalf of the State, this documentation shall be submitted within six months of the effective date of this Contract. Documentation can be a letter from the employer that confirms that staff are certified and trained. Documentation shall be maintained in accordance with Section 4.1.8 of this Contract. Authorization for new staff to sign manifests will become effective after the State receives documentation of training.

4.5.2 Manifest Tracking. The CO shall submit signed manifest copies to regulatory agencies in accordance with applicable manifesting regulations and shall retain copies of manifests as specified in Section 5.13 of this Contract. The CO shall notify the State if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules pts. 7045.0351 through 7045.0397. If a Management Facility is privately operated, the CO shall include a provision in its contract with the private operator that requires the operator to notify the State if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules pts. 7045.0351 through 7045.0397.

4.6. Contractor Services

4.6.1 Waste Transportation and Disposal. In accordance with the State/CO Contract, the State, through its State Contracts, shall provide for the management, transportation and disposal of Program Wastes from the time that the Program Wastes come into the possession of a State’s Authorized Transporter. Said management, transportation and disposal shall be in accordance with all applicable rules, regulations, standards, permit requirements, this Contract and exhibits. The State shall manage all risks associated with the management, transportation and disposal of Program Wastes, from the time that Program Wastes come into possession on the State’s Authorized Transporter that has a contract with the State of Minnesota and any time thereafter, to avoid liability to the SO and any COs.

4.6.2 State Contractor Services. Pursuant to the State/SO Contract, the State makes available State Contractor Services and requires the State Contractor to meet the conditions and requirements set forth in the State Contract and the State/SO Contract. Except as may be provided in other agreements between the parties, the CO shall pay for the cost of State Contractor Services in accordance with the terms of the State Contract.

4.6.3 On-site Contractor Services. The CO may use Non-State Contractor services for the operation of a Management Facility.
4.7. Waste Management Contracts

4.7.1 In accordance with the State/SO Contract, the State agrees to include a clause in any waste management contract developed for use by the Program indemnifying and holding the State, SO and any CO harmless for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from the acts of the contractors, its agents, employees or sub-contractors or obligations assumed by the contractor in said contract.

4.7.2 In accordance with the State/SO Contract, the State shall investigate and resolve matters related to the failure of waste management contractors to perform contract services in accordance with the terms of the waste management contracts, including: The State of Minnesota Hazardous Waste Management Contracts: the State of Minnesota Hazardous Materials: Fluorescent/HID Lamps, Ballasts and Mercury Products: Recycling and Disposal Contract; the State of Minnesota Electronic and Electronic Component Recycling and Waste Management Contract; the State of Minnesota Pesticide Management Contract and any other State of Minnesota Contract identified as a State Authorized Transporter.


4.8.1 Authorized Facilities and Transporters. The provisions of Section of this Contract shall apply to Program Waste collected pursuant to this Contract that is transported by the State's Authorized Transporter. Use of a State's Authorized Transporter shall constitute use of the agency's authorized transporter or the office's authorized transporters within the meaning of Minn. Stat. 115A.96, subd. 7. If the CO chooses to use a transporter other than the State's Authorized Transporter for the management of Program Waste, the provisions of Section 5.10.2 of this Contract shall not apply to such Program Waste.

4.8.2 Additions to the List of State's Authorized Transporters. The State shall be responsible for maintaining the list of the State's Authorized Transporters.

4.8.3 Waste Transportation and Disposal. Pursuant to the State/SO Contract, The State, through its State Contracts, shall provide for the management, transportation and disposal of Program Wastes from the time that the Program Wastes come into the possession of the State's Authorized Transporter. Said management, transportation and disposal shall be in accordance with all applicable rules, regulations, standards, permit requirements and this Contract and attachments. The State shall manage all risks associated with the management, transportation and disposal of Program Wastes, from the time that Program Wastes come into possession of the State's Authorized Transporter and any time thereafter, to avoid liability to the SO and CO.

4.9. MPCA Technical Assistance. The CO may request the State to provide the following technical assistance:
4.9.1 Education and Waste Reduction Program Training. The State shall make education and waste reduction training and materials available to the CO.

4.9.2 Management Facility Operations Training. The State shall provide at least on an annual basis and at no cost to the CO, a training program for all persons who will operate Management Facilities. This training program shall include, at a minimum, initial safety and health training, annual safety and health refresher training, and hazard categorization and packaging training.

4.9.3 Operational Guidance. The State shall work with the SO to develop generic operational procedures that the CO can use to establish Program-specific standard operational procedures (SOPs).

4.9.4 HHW Telephone Advice Manual. The State shall review and revise the HHW Telephone Advice Manual as changes occur in technical information and make the HHW telephone Advice Manual available to the CO. Other Assistance. At the request of the CO and subject to available resources, the State shall provide the following assistance: review of Management Facility design plans; on-site review of facility operations; technical review of educational materials; and training related to MN Rules Chapter 7045.

4.10. Event Collections

4.10.1 HHW Event Collections. The parties agree that no HHW Event Collection will occur until the CO has complied with all regulations and this Contract and attachments.

4.10.2 Local Event Collection Schedule. The CO shall notify the SO at least 30 days in advance to schedule an Event Collection.

4.10.3 Allocation of Duties for Event Collections

<table>
<thead>
<tr>
<th>SO Duties:</th>
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<tbody>
<tr>
<td>- Serve as main liaison between MPCA and CO;</td>
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<tr>
<td>- Approve of proposed collection sites that meet MPCA criteria prior to notifying MPCA of intended event collection sites and dates;</td>
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<tr>
<td>- Conduct all Central Coordination tasks listed in the SOP;</td>
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<tr>
<td>- Instruct the CO on Site Coordination tasks as listed in the SOP;</td>
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<tr>
<td>- Provide training for workers who will staff collections;</td>
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<td>- Ensure event collections are conducted in accordance with the SOP;</td>
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<td>- Compile collection summaries;</td>
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<tr>
<td>- Notify the MPCA of intended collection dates for sites approved by the SO at least thirty days prior to the proposed dates;</td>
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<tr>
<td>- Provide all packaging materials and equipment, personal protective equipment, emergency equipment, and spill control and clean-up equipment and supplies for event collections;</td>
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<tr>
<td>- Provide trained staff to segregate, inventory, package and label waste at collections;</td>
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<tr>
<td>- Provide trained staff to serve as the Safety Officer, On-Site Coordinator, and Project Spokesperson at collections;</td>
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<tr>
<td>- Supply copies of surveys to be distributed at collections; and</td>
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SWRSWC Solid Waste Management Plan,
Appendix B Contracts and Agreements Page | 65
• Send summary to the MPCA with annual report.

CO Duties:
• Arrange for the use of collection sites;
• Conduct all Public Relations Coordination tasks as listed in the SOP;
• Conduct all Recycle/Reuse Coordination tasks as listed in the SOP;
• Conduct Site Coordination tasks as listed in the SOP and as instructed by the SO;
• Conduct Worker Coordination tasks as listed in the SOP and as instructed by the SO;
• Provide the number of staff and/or volunteer workers as requested by the SO;
• Provide a forklift or a front-end loader and operator for such equipment if requested by the SO;
• Provide the number of workers as requested by the SO who are medically approved to wear air purifying respirators;
• Publicize and conduct product exchanges in conjunction with a Local Management Facility or a CO event collection. The SOP shall be followed when conducting a product exchange.

5.0. GENERAL CONDITIONS

5.1 Legal Authority. This Contract is made under the County authority of Minn. Stat. 375.21, 47HOI through 473.834 and 471.59 and Minn. Stat. ch. 400. (Please note: Minn. Stat. 471.59 may not apply in all situations.)

5.2 Authorized Representative and Administrator. The SO’s authorized representative for administering this Contract is Larry Kleindl, Kandiyohi County Administrator. The CO’s authorized representative for administering this Contract is ______________, _____ County Director of Environmental Services. Each party agrees to notify the other party in writing if their authorized agent is changed.

5.3 Interpretation of Contract. This Contract and all statutes and rules cited herein shall be interpreted pursuant to the laws of the State of Minnesota.

5.4 Term of Contract. This Contract shall be effective upon such date as it is fully executed and shall remain in effect until December 31, 2017, unless earlier terminated as provided herein. It is the intent of the parties that termination or expiration of this Contract shall not relieve the parties of the obligations assumed under this Contract that occur after termination or expiration, including without limitation, the obligations to properly close the Management Facility or Facilities, to pay cost incurred during the term of this Contract and to defend, indemnify and hold harmless the other party pursuant to Section 5.10.

5.5 Cancellation. This Contract may be canceled by the SO or the CO, with or without cause, in writing given not less than sixty (60) days before the effective date of the cancellation. If this Contract is canceled, the financial arrangements outlined in Section 4.1.6 will remain in effect for all expenses incurred prior to the effective date of the cancellation, and the CO shall repay to the SO within sixty (60) days after cancellation all amounts owed the SO.
5.6 Assignment. The parties shall neither assign nor transfer any rights or obligations under this Contract without the prior consent of the other party.

5.7 Compliance with Laws. All acts performed by the parties under this Contract shall be performed in accordance with all applicable federal, state and local laws.

5.8 Dispute Resolution. In the event of noncompliance with the terms of this Contract or a dispute arising under this Contract, the CO and SO agree to attempt to resolve said noncompliance or dispute by the process set forth in Exhibit F of the State/SO Contract.

5.9 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed by the same parties who executed and approved the original Contract, or their successors in office.

5.10 Liability. It is the intent of the parties that any liability which may arise as a result of activities contemplated by this Contract be governed according to the following provisions:

5.10.1 Liability to Third Persons. The parties intend that any claims or causes of action by third persons are subject to the limitations upon liability provided by law. Further, nothing in this Contract is intended to create a cause of action with respect to any third person, except for rights granted to CO's as third party beneficiaries of Section 5.11 of the State/SO Contract.

5.10.2 State Indemnification. The parties acknowledge and agree that the SO and CO are indemnified by the State as provided for in Minn. Stat. 115A.96, subd. 7 (2002). In the event that Minn. Stat. 115A.96, subd.7, is inapplicable to a specific situation, then the parties agree to be responsible for their own acts and omissions subject to the provisions, limitations, and exclusions of the Tort Claims Act, Minn. Stat. ch. 466.

5.10.3 No Waiver. Nothing in this Contract is intended to waive or limit the provisions of the Tort Claims Act, Minn. Stat. ch. 466, or any other law, legislative or judicial, which limits governmental liability.

5.11 Liability between the SO and the CO. The parties agree that they each will be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. The SO therefore agrees that it is responsible for itself, its agents, employees or contractor for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. The SO shall defend, indemnify and hold harmless the CO and their employees, agents and elected officials from all liability, obligations, claims, demands, loss, costs and expense, including reasonable attorney and professional fee, resulting from the acts of the SO, its agents, employees or contractors, or obligations assumed by the SO in this Contract. For purposes of this paragraph, the CO, the MPCA and The State Contractor shall not be considered to be agents, employees or contractors of the SO.

The CO agrees that it is responsible for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. The CO shall defend,
indemnify and hold harmless the SO and the MPCA and their employees, agents and elected officials from all liability, obligations, claims, demands, loss, costs and expense, including reasonable attorneys and other professional fees, resulting from the acts of the CO, its agents, employees or contractors, or obligations assumed by the CO in this Contract. For purposes of this paragraph, the SO, the State and the State Contractor shall not be considered agents, employees or contractors of the CO.

5.12 Waiver. If the SO or the CO fails to enforce any provision of the Contract, that failure does not waive the provision or the party's right to enforce it.

5.13 State Audits and Record Keeping. Under Minn. Stat. 16C.05, subd. 5, each party's books, records, documents and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the date created. Under Minn. Stat. 16C.05, subd. 5, the State's books, records, documents and accounting procedures and practices relevant to this Contract are subject to examination by a party and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years form the date created.

5.14 Contract Complete. This Contract contains all negotiations and agreements between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
IN WITNESS WHEREOF, the parties hereto have executed this Contract, intending to be bound thereby:

_____ COUNTY

By __________________________

Title __________________________

Date __________________________

ATTEST:

By __________________________

Title __________________________

Date __________________________

KANDIYOHI COUNTY

By __________________________

Title __________________________

Date __________________________

ATTEST:

By __________________________

Title __________________________

Date __________________________

Approved as to form and execution by:

COUNTY ATTORNEY

By __________________________

Title __________________________

Date __________________________

COUNTY ATTORNEY

By __________________________

Title __________________________

Date __________________________

ATTACHMENT

State/SO Contract
Exhibit A. Operational Requirements for HHW Programs
Exhibit B. Notification to the State of HHW Program Activities
Exhibit C. Acceptance of HHW from another HHW Collection Site or For Storage of HHW for Greater Than 90 Days
Exhibit D. Approval of On-Site Treatment of Alternative Facility Management Methods
Exhibit E. State’s Authorized Transporters
Exhibit F. Dispute Resolution
v. MSW and Recycling Hauler Agreements

COTTONWOOD COUNTY AGREEMENT
FOR RESIDENTIAL AND BUSINESS RECYCLING SERVICES WITH
WASTE MANAGEMENT OF MINNESOTA, INC. A MINNESOTA
CORPORATION, 23237 75TH AVENUE,
CLARKS GROVE, MN 56016

THIS AGREEMENT made this day 1st of November 2011 by and between COUNTY OF COTTONWOOD, a
political Subdivision of the State of Minnesota, Cottonwood County Courthouse, 900 3rd Avenue Windom, MN
56101 (the “County”), and Waste Management of Minnesota, Inc., a Minnesota corporation, 1847 110th Street,
Fairmont, MN 56031 ("WM").

RECITALS

A. The County wishes to enter an agreement with WM, which will supersede any and all other agreements
between the parties, whether written or oral.

B. WM is qualified and interested in providing residential and business recycling services for the County.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and payments set forth in this
Agreement, the parties agree as follows:

1. TERM.

Notwithstanding the date of the signatures of the parties, this agreement shall commence January 1, 2012, and
shall continue through December 31, 2014, unless earlier terminated under this Agreement or unless extended by
mutual agreement of both parties.

2. TERMINATION.

Either party may terminate the Agreement for a material breach of the Agreement by the other party after giving
written notice of the breach and allowing breaching party thirty (30) days to correct the alleged breach.

It is understood and agreed that for the purpose of this Agreement:

1. WM shall not be in default when its inability to perform any or all of the Agreement is a result of conditions
beyond the control of WM, including but not limited to, civil disorders, acts of God, inclement weather,
strikes, riots, imposition of laws or governmental orders, fires, act of war or terrorism, and the inability to
obtain equipment provided, however, WM shall promptly notify the County of the conditions resulting in
nonperformance and make all reasonable efforts to resume performance of the Agreement;

2. Cottonwood County will evaluate the performance of Waste Management at the end of each year. If
performance is not as specified in the request for bids proposal, or subsequent contract the County reserves
the right to terminate the contract after the performance evaluation with 90 days written notice;
All notices shall be sent via certified mail to the following parties:

**County**
Cottonwood County Solid Waste Dept.
1355 9th Ave
Windom, MN 56101

**Waste Management**
District Manager
1847 110th Street
Fairmont, MN 56031

3. **DUTIES OF WM.**

WM AGREES:

a) to collect commingled residential and business recyclable materials as set forth in Exhibit A. Other materials may be mutually agreed upon by the County and WM. Rigid recyclables (i.e. food and beverage containers) can be placed loosely in the recycling bin;

b) to collect commingled residential recyclable materials as set forth in Exhibit A in residential quantities at the ten recycling sheds located in the County of Cottonwood as often as it is necessary to keep the containers from overflowing. Recycling sheds are located in cities of Westbrook, Jeffers, Storden, Delft, Mt Lake, Bingham Lake, Windom and Comfrey and also at Schoper Bush and Talcott Lake. To keep the sheds from blowing paper, debris or snow any garbage deposited in the drop shed will be removed by WM and disposed of at WM's expense;

c) to provide curbside pickup of residential and business recyclable materials in the communities cities of Westbrook, Jeffers, Storden, Delft, Mt. Lake, Windom, and Bingham Lake. The collections shall be every other week on the same day of the week unless a Holiday falls on the scheduled collection day, then the parties shall agree to an alternate day. Any changes to the current schedule will be the responsibility of WM to notify the business owners after consulting with the County;

d) to provide a local phone number and e-mail for residents to contact for customer service;

e) to provide collection of residential and business recyclables at apartment buildings (with more than four dwelling units) every other week, or as frequently as is needed to keep containers from overflowing; A list of the businesses currently participating in the recycling program and the locations of those businesses can be found in Appendix C. WM will continue recycling services to these listed businesses and encourage other businesses within the county to recycle;

f) changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be mutually agreed to in writing, orally, by payment of the invoice or by the actions and practices of the parties;

g) that all recyclable materials shall be processed. There shall be no land filling of recyclable materials with the exception of residual, unacceptable material, or Excluded Materials as defined herein;

h) that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, national origin, sexual orientation, or political affiliation be excluded from employment rights, in participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provision of any and all applicable federal and state laws against discrimination including the civil Rights Act of 1964;

SWRSWC Solid Waste Management Plan,
Appendix B Contracts and Agreements Page | 71
i) that all data collected, created, received, maintained or disseminated or used for any purposes in the course of execution shall be governed by the Minnesota Government Data Practices Act. The designee for release of the information shall be the Cottonwood County Attorney or Cottonwood County Auditor/Treasurer;

j) prior to the commencement of the contract, WM shall furnish to the County, certificates of copies of these policies of insurance showing that such insurance is in force. Compliance by WM with the foregoing requirements to carry insurance and furnish certificates thereof shall not relieve WM from liability assumed under any provisions of this contract. Comprehensive general liability insurance, insuring against liability imposed by law for bodily injury or death, in the minimum sum of $2,000,000.00 for any one person and in the minimum of $6,000,000.00 for two or more persons from the same occurrence and for property in the minimum sum of $3,000,000.00. The County of Cottonwood shall be named as co-insured on said policy for incidents arising out of the performance of this agreement, which shall provide that the coverage may not be terminated or changed by the insurer except upon thirty days written notice to the County Auditor;

k) that nothing contained therein shall be constructed as creating or establishing the relationship of co-partners or joint venturers between the County and WM for any purpose or in any manner whatsoever. WM is to be and shall remain as an independent contractor with respect to all services performed. Further, WM shall be responsible for its own taxes and benefits of its employees and/or agents;

l) that a Performance and Payment Bond in an amount equal to the annual value of this agreement;

m) to hold the County harmless from all liability, losses, costs, damages and expenses (including all fees and all other expenses of litigation) to the extent caused by the negligence of WM or its agents or employees while engaged in the performance of this Agreement, and shall defend and indemnify the County against all claims and liens for work tools, machinery, materials, insurance premiums, equipment or supplies and against loss by reason of the failure of WM in any respect to fully perform all obligations of this Agreement on its part or as a result of WM’s negligent acts or omissions provided that WM’s obligations do not apply to occurrences involving Excluded Materials;

n) to be responsible for obtaining all permits and licenses which are or may be required by the Minnesota Pollution Control Agency (MPCA) or other unit of state, federal or local government. A copy of all permits and licenses must be filed with the County;

o) to supply the County with records regarding collection and processing of all recyclables collected. All materials are to be accounted for by weight and classification. Said documentation shall be presented to the Solid Waste Administrator by the tenth of each month for the prior month’s collection and processing of recyclable materials collected;

p) provide, distribute and maintain all containers which shall be 64 gallon in size with lids and wheels, to keep all equipment in a condition which is clean, sanitary and mechanically sound. An informational sticker shall be placed on all container lids. WM is responsible for any other start up cost and new container requests, which shall be provided by the next pick up date;

q) to comply with all applicable local, state, federal, ordinances, rules, regulations and laws;

r) start up advertising about single stream recycling in the local paper and radio station; educate the public by paying for the printing costs for the annual curbside recycling brochure;
s) curbside pick up will begin not earlier than 7:30 a.m. and no later than 6:00 p.m. unless extenuating circumstances warrant the change. If there is a change it should be communicated to the County Solid Waste Administrator and the reasons for the change;

t) provide recycling pick up at the Cottonwood County Fair, School events and any other occasions as agreed upon by both parties.

4. DUTIES OF THE COUNTY.

The County agrees:

a. that the materials to be collected under this agreement shall be only “Recyclables”. Recyclables specifically exclude, and County agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state or local laws or regulations, or Special Waste not approved in writing by WM (collectively, “Excluded Materials”). Title to and liability for Excluded Material shall remain with County at all times.

Title to Recyclables provide by County to WM is transferred to WM upon WM’s receipt or collection unless otherwise provided in this Agreement or applicable law;

b. to grant WM an exclusive franchise to collect and transport all residential household recyclable materials, in accordance with the specifications set forth in Exhibit A, placed for collection within the County for the term of this agreement;

c. that compensation shall be $16,490.80 per month beginning January 31, 2012 and ending December 31, 2014;

d. maintain and upkeep Drop Sheds (excluding WM negligence) unless an alternative arrangement is agreed upon by both parties. The County reserves the right to move/relocate any of the Recycling Sheds.

5. ASSIGNMENT.

WM shall not enter into any subcontract for performance of any service contemplated under this agreement nor assign any interest in the Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. WM shall be responsible for the performance of all subcontractors or assignees.

6. BINDING EFFECT.

The provisions of this Agreement shall be binding upon the successors and assigns of the parties hereto.

7. AMENDMENTS.

This Agreement may be amended, modified or revoked in full or in part, but only by a written instrument which specifically refers to this Agreement, modification and revocation thereof, as the case may be, and only if such written instrument has been signed and duly authorized by representatives of WM and the County.

8. EFFECTIVE LAW.

This Agreement is entered into pursuant to, and shall be controlled by the laws of the State of Minnesota.
IN WITNESS WHEREOF, the County and WM have caused this Agreement to be executed as of the date first above written.

COUNTY OF COTTONWOOD, MINNESOTA

[Signature]
Chair
Cottonwood County Board of Commissioners
Cottonwood County

11-1-11
Date

WASTE MANAGEMENT OF MINNESOTA, INC.

[Signature]
Michael E. Fleming
Vice President
Waste Management of MN, Inc.

11-3-11
Date
SOLID WASTE AGREEMENT

AGREEMENT made and entered into this 26 day of Feb., 1990, between Jackson County, Minnesota, and Empire Construction Company, Inc., a corporation organized and existing under the laws of the State of Iowa (hereinafter called Operator).

W I T N E S S E T H:

WHEREAS, heretofore Jackson County has owned and operated a Sanitary Landfill for purposes of disposal of solid waste delivered by certain municipalities, townships, refuse haulers, individuals and business within the confines of Jackson County, Minnesota; and

WHEREAS, enactments by the Legislature of the State of Minnesota of certain laws which require financial obligations to be paid by landfill site operators that greatly exceed the income generated by the Jackson County Landfill, and which make it unreasonable for Jackson County to continue to operate its own landfill site, and as Jackson County will instead undertake to begin necessary procedures for closure; and

WHEREAS, Empire Construction Company, Inc. is the owner and operator of the Dickinson County Sanitary Landfill, which was established over 15 years ago in its present location 2 1/2 miles east of U.S. Highway 71 in the City of Arnold's Park, Iowa, on Dickinson County Road A-22, at a location legally described as follows:
The West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section 27, Township 99, Range 36, West of the 5th Principal Meridian, Dickinson County, Iowa,

Said property shall be hereinafter referred to as the Dickinson County Sanitary Landfill; and

WHEREAS, Empire Construction and Jackson County desire to enter into an agreement whereby Empire Construction Company will accept solid waste delivered to the Dickinson County Sanitary Landfill by Jackson County, Minnesota, haulers, municipalities, townships, individuals, and businesses, and wish to reduce their agreement to writing; and

WHEREAS, the Minnesota Pollution Control Agency and the Iowa Department of Natural Resources have indicated that this arrangement, which involves solid waste passing from the State of Minnesota into the State of Iowa for purposes of disposal, is acceptable and legal under the laws and regulations of each of these respective states.

NOW THEREFORE, in consideration of the covenants and promises herein exchanged, it is hereby agreed between the parties hereto as follows:

I.

AGREEMENT TO ACCEPT SOLID WASTE

1. During the term of this agreement Operator agrees to accept all solid waste delivered to the Dickinson County Sanitary Landfill by haulers, municipalities, townships, individuals and businesses from Jackson County, Minnesota,
during normal working hours except that operator will not except any of the following materials: 1) junked car bodies or similar products; 2) any toxic chemical or chemicals; 3) any product or material for which the Iowa Department of Natural Resources prohibits disposal at operator's business. Outside of normal working hours Operator will accept solid waste from Jackson County, only if special arrangement has been made in advance.

2. Operator will cause all solid waste received from Jackson County, Minnesota, to be weighed over its scale, or to be measured. Records of these weights and measurements shall be kept and submitted monthly to Jackson County. These records shall be kept at Operator's Dickinson County Sanitary Landfill and Jackson County is hereby granted the right to inspect these records at anytime during normal working hours.

3. Thereafter such solid waste will be disposed of on Operator's Premises in accordance with the rules and regulations of the Department of Natural Resources of the State of Iowa.

4. Operator shall provide such services as are customarily necessary for the proper performance of its duties under the terms of this Agreement and shall provide such labor, materials, supplies, equipment, and other things as are necessary for the proper performance of its solid waste disposal duties.
5. Operator agrees that it will faithfully, industriously, and lawfully provide the solid waste disposal services required by this Agreement, to the reasonable satisfaction of Jackson County, and in compliance with all applicable local, state, and federal laws and regulations.

II.

PAYMENT

1. Operator shall be compensated twelve dollars and no/100ths ($12.00) per ton (2,000 pounds) for compacted solid waste received from Jackson County, Minnesota. Also, Operator shall be compensated for 100% of Iowa Solid Waste Fee assessed by the Iowa Department of Natural Resources. Said price shall be adjusted annually on May 1st of each year by the percentage change and direction change of the calendar year and consumer price index (CPI) as available through the Bureau of Statistics of the Department of Labor. The 1989 year-end CPI information shall be supplied to Jackson County by Operator and will provide the base period upon which adjustments will be made. The first such adjustment will become effective May 1st, 1991.

2. The parties further agree that Jackson County’s duty to pay Operator shall be delegated to such haulers, municipalities, townships, individuals and businesses from Jackson County, Minnesota, as shall utilize the solid waste disposal services of
Operator, that Operator accepts such delegation by Jackson County and agrees to bill each such hauler, municipality, township, individual and business individually, accept payment from same, and to look to each such hauler, municipality, township, individual and business solely for payment for services provided by Operator.

3. The payment terms provided at subparts II (1) and II (2) of this Agreement shall be reviewed and renegotiated by the parties every five (5) years beginning on May 1, 1995. Renegotiation shall be a separate and distinct negotiation of the parties without relation to, or restriction by, the CPI, and shall have no effect of any other provision of this Agreement. If the parties are unable to renegotiate satisfactory payment terms, either party may terminate this Agreement by written notice to the other party effective on the date the renegotiated price would have taken effect.

III.

DURATION

This Agreement shall cover a 20 year period of time commencing May 1, 1990, and ending April 20, 2010. It is further provided that Jackson County shall have the option at the end of each five (5) year period of this Agreement to extend this Agreement for an additional twenty (20) years beyond each such five (5) year period.
IV.

HOURS

1. The Dickinson County Sanitary Landfill will be open from 8:00 a.m. until 3:30 p.m., Monday thru Friday during each week throughout the year, except for certain designated holidays hereinafter set forth. In addition the Landfill will be open from 8:00 a.m. until 12:00 noon on every Saturday during the months of April, May, June, July, August, and September.

   Landfill will be open from 8:00 a.m. until 12:00 noon on the 1st and 3rd Saturdays during the months of January, February, March, October, November, and December.

2. The Dickinson County Sanitary Landfill will not be open on holidays which are recognized by either the State of Minnesota or the United States of America, which holidays shall include but not be limited to: 1) New Years Day; 2) Memorial Day; 3) Independence Day; 4) Labor Day; 5) Armistice Day; 6) Thanksgiving Day; 7) Christmas; and 8) any other holiday which the State of Iowa or the United States declares to be a legal holiday and upon which either government entity closes its operating offices.

V.

TERMINATION FOR ILLEGAL OR IMPROPER PERFORMANCE

In the event of any substantial violation of any term or condition of the Agreement by Operator which is to the detriment of Jackson County, Jackson County may terminate this Agreement without notice.
VI.

**INDEMNITY OF JACKSON COUNTY**

Operator shall indemnify and hold Jackson County harmless and against all claims, actions, proceedings, costs, damages and liabilities including attorney's fees arising out of, connected with, or resulting from, Operator's performance of its duties and obligations under this Agreement, or of its solid waste disposal activities.

VII.

**ASSIGNMENT**

Without the prior written consent of Jackson County, Operators shall not assign or transfer its rights and obligations under this Agreement, or any interest therein.

VIII.

**AUTHORITY**

Operator, an Iowa Corporation, enters into this Agreement by its Vice President, as duly authorized by appropriate recorded board action; and Jackson County executes this Agreement through its Board of Commissioners as authorized by appropriate recorded board action.
IX.

MINNESOTA POLLUTION CONTROL AGENCY

It is understood by the parties that under Minnesota Law the
Minnesota Pollution Control Agency must approve this Contract
once it has been executed. It is further understood that
modifications made to this Agreement by Minnesota Pollution
Control Agency in order to comply with Minnesota State Law or
Regulation will not void this Agreement.

X.

NOTICES

Any communication between Jackson County and Operator
provided in this Agreement to be given or made, shall be given or
made by mailing it to Jackson County, c/o Jackson County Auditor,
Jackson County Courthouse, Jackson, MN 56143, and to Operator,
Empire Construction Company, Inc., R.R., Box 8367A, Spirit Lake,
IA 51360.

XI.

SEVERABILITY

The invalidity of any portion of this Agreement will not and
shall not be deemed to effect the validity of any other
provision.
XII.

ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

XIII.

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with it shall be binding only if evidenced in writing and signed by each party or by an authorized representative of each party.

XIV.

WAIVER

No waiver failure of either party of this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or waiver of any breach of any terms and conditions of this Agreement, shall be construed as thereafter waiving any such term or condition, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred.
TITLES

The Titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of it.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Jackson, Minnesota, on the date indicated above.

EMPIRE Construction Company, Inc.

by

James Meese, its Vice President

COUNTY OF JACKSON

by

Ralph Bonnell, its Chairman

Jackson Board of Commissioners
JACKSON COUNTY RECYCLING AGREEMENT

THIS AGREEMENT made this 28th day of February, 2012, by and between COUNTY OF JACKSON, a political subdivision of the State of Minnesota, and Waste Management of Minnesota, Inc., a Minnesota Corporation, (WM).

RECITALS

A. The County wishes to enter an agreement with WM, which will supersede any and all other agreements between the parties, whether written or oral.

B. WM is qualified and interested in providing such services for the County.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and payments set forth in this Agreement, the parties agree as follows:

1) DEFINITIONS

A. Municipal Solid Waste (MSW) - Garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, but does not include bulkys, street sweepings, ash, construction debris, mining waste, sludge, tree and agriculture wastes, tires, lead acid batteries, used oil, and other materials collected, processed, and disposed of in separate waste streams.

B. Recycling Material Offset (RMO) - Revenue sharing program defined in their "Jackson County RFP Response dated October 27, 2011" where WM proposes to share/rebate 80% of the blended commodity value less a processing cost of $80 per ton.

C. Single Stream Recycling - the recyclable material collection system where all targeted recyclable materials are collected commingled and no sorting is required by the resident.

2) TERM.

The term of the new recycling Contract will be a period of five (5) years from March 1, 2012 through February 28, 2017. The County may consider up to two, 1-year extensions, at the County's sole discretion. The County will provide WM with at least ninety (90) days notice for a Contract extension.

3) TERMINATION.

Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of the breach and allowing breaching party thirty (30) days to correct the alleged breach.

It is understood and agreed that for the purposes of this Agreement:

a) WM shall not be in default when its inability to perform any or all of the Agreement is a result of conditions beyond the control of WM including but not limited to civil disorders, acts of God, inclement weather, strikes, labor trouble, riots, imposition of laws
or governmental orders, fires, acts of war or terrorism, and the inability to obtain equipment, provided, however, WM shall notify the County to correct the conditions resulting in nonperformance.

b) The County shall be allowed to terminate this contract, with a thirty (30) day written notice, when its inability to perform any or all of the Agreement is a result of conditions beyond the control of the County including but not limited to state legislation and state funding reductions.

All notices shall be sent via certified mail to the following parties:

**County**
- Mr. Ben Crowell
- Environmental Services Officer
- Jackson County
- 405 4th Street
- Jackson, MN 56143
- E-mail: ben.crowell@co.jackson.mn.us

**Waste Management**
- Mr. Rick Rud
- Public Sector Service Representative
- Waste Management
- 20520 Keokuk Avenue, Suite 100
- Lakeville, MN 55044
- Email: KRud@Wm.com

**Modification**

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall include by reference the Jackson County Request for Proposals (RFP) for Residential Recyclable Materials Collection Services, dated September 29, 2011 and the Waste Management document, Jackson County RFP Response, dated October 27, 2011.

**4) DUTIES OF WM.**

WM Agrees:

a) to collect residential recyclable materials as set forth in Exhibit A – Single Steam Recycling. Other materials may be mutually agreed upon by the County and WM;

b) to provide curbside pickup of residential recyclable materials in the communities of Alpha, Heron Lake, Jackson, Lakefield, Okabena, Wilder. The collections shall be every other week on the same day of the week, unless a Holiday falls on the scheduled collection day, then the parties shall agree to an alternate day. The municipalities would be phased in over time, based on their current contract expiration dates for curbside recycling collection services. The first municipalities that will require recycling collection services are the Cities of Alpha and Wilder, both beginning March 1, 2012. The County will work with the contracted vendor and the municipalities to ensure the transition will not disrupt recycling collection services.

**Curbside Recycling Containers**

WM agrees to, at WM’s expense, purchase, deliver, service, repair and maintain sufficient Curbside Recycling Cart inventory to meet supply and demand needs for the County’s recycling program.
As each municipality is phased in when its current collection contract expires, WM shall deliver one 65-gallon gold colored lid, wheeled cart to each single-family home, manufactured (mobile) home, townhome, and each unit in buildings containing up to three (3) dwelling units. (Multi-family buildings of four or more units are considered commercial accounts).

Residents can request a larger cart or an additional container at no additional cost by calling WM and making their request.

WM shall maintain an inventory of new and replacement recycling carts and will be required to service and repair damaged carts.

The cart shall be easily identifiable as a recycling cart with a recycling symbol and approved instruction label imbedded or affixed on each lid, so as to be easily identified by the resident.

The instruction label shall indicate the correct usage of the container, limitations as to weight and materials, and WM's name and phone number. WM will be responsible for proposing the manner and content of the information, with County approval required before the containers can be deployed and put into use.

c) to provide collection of residential recyclables at the permanent drop off sites in:

<table>
<thead>
<tr>
<th>Drop-off Site</th>
<th>Approximate Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Jackson County Recycling Center</td>
<td>Jackson County Hwy. Dept. Property</td>
</tr>
<tr>
<td></td>
<td>53053 780th St. (Co. Rd #34)</td>
</tr>
<tr>
<td>2. Borgon</td>
<td>Cty. Rd. 21 (South of Borgon Bar)</td>
</tr>
<tr>
<td>3. Delafield Township Grader Shed</td>
<td>Cty. Rd. 81</td>
</tr>
<tr>
<td>4. Weiner Township Grader Shed</td>
<td>14a St. &amp; 2nd Ave., Heron Lake</td>
</tr>
<tr>
<td>5. Community Point County Park</td>
<td>Cty. Rd. 16, entrance to park</td>
</tr>
<tr>
<td>6. Okahena</td>
<td>South end of City Quonset</td>
</tr>
<tr>
<td>7. Hurley Campground</td>
<td>Round Lake Township, Cty. Rd. 3</td>
</tr>
<tr>
<td>8. Sioux Valley</td>
<td>Intersection of Cty. Roads 4 &amp; 9, across the road from school</td>
</tr>
<tr>
<td>9. Four Mile Corner</td>
<td>Hwy 86 &amp; Cty. Rd. 34</td>
</tr>
<tr>
<td>10. Robertson County Park</td>
<td>Cty. Rd. 4, entrance to park</td>
</tr>
<tr>
<td>11. Petersburg</td>
<td>Petersburg Township Hall</td>
</tr>
</tbody>
</table>

WM will provide at least one single-stream recycling trailer or roll-off box (with a lid) or several recycling dumpsters at each drop-off site for the collection of single-stream/commingled recyclable materials. The containers must have locking lids and slots or narrow openings for the recyclable materials, so as to discourage illegal dumping of MSW at the drop-off sites. The containers must be approved by the County before placement. The recycling containers located at the drop-off sites shall be emptied on a regularly scheduled basis, at least once per week. The Collection schedule and recycling containers' capacity shall provide for regular removal of the recyclable materials such that there is adequate storage capacity available in the recycling containers to avoid overflowing containers. WM must convey to the County the schedule (i.e., the day(s) of the week) for servicing the drop-off sites.
d) changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties.

e) that all recyclable material shall be processed. There shall be no land filling of recyclable materials with the exception of residual, unacceptable material or Excluded Materials as defined herein;

f) that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, national origin, sexual orientation, or political affiliation be excluded from employment rights, in participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provision of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964;

g) WM must obtain an annual Collection license issued by the County, per the County’s Solid Waste Ordinance, Section XVI.

h) to provide a Certificate of Insurance including, but not limited to, general liability, automobile liability and worker’s compensation. Premium coverage limits for the general liability and automobile liability shall be $1,500,000.00 for each claim and $2,000,000.00 aggregate each policy period;

i) that nothing contained therein shall be constructed as creating or establishing the relationship of co-partners or joint venture/enterprise between the County and WM for any purpose or in any manner whatsoever. WM is to be and shall remain as an independent contractor with respect to all services performed. Further, WM shall be responsible for paying its own taxes and benefits of its employees and/or agents;

j) that a Performance and Payment bond in an amount equal to $300,000 will be provided to the County;

k) to hold the County harmless from all damages and claims to the extent caused by the negligence of WM or its agents or employees while engaged in the performance of this Agreement, and shall defend and indemnify the County against all claims and liens for work tools, machinery, materials, insurance premiums, equipment or supplies and against loss by reason of the failure of WM in any respect to fully perform all obligations of this Agreement on its part or as a result of WM’s negligent acts or omissions provided that WM’s obligations do not apply to occurrences involving Excluded Materials;

l) to be responsible for obtaining all permits and licenses which are or may be required by the Minnesota Pollution Control Agency (MPCA) or other unit of state, federal, or local government. A copy of all permits and licenses must be filed with the County;

m) to supply the County with records regarding collection and processing of all recyclables collected. All materials are to be accounted for by weight and classification. Said documentation shall be presented to the county environmental services director by the fifteenth of each month for the prior month’s collection and processing, of recyclable materials collected;

n) to keep all equipment in a condition this is clean, sanitary, and mechanically sound;
o) to maintain all permanent drop off sites substantially free of blowing paper and debris, WM shall agree to cover costs of waste disposal of all non acceptable materials with the exception of Excluded Materials, at its own expense;

p) to comply with all applicable local, state, federal, ordinances, rules, regulations and laws.

q) to assist the County in educating the public by paying for the printing costs for the annual curbside recycling brochure.

r) to provide, at no charge, recycling carts for commingled recyclable materials and Collection service once per week at the following County buildings:
   i) Jackson County Courthouse Campus (LEC, Courthouse & Gov't Center), 402 Wile Street, Jackson
   ii) Jackson County Highway Dep't, 53053 780th St., Jackson
   iii) Jackson County Soil & Water Conservation District/Extension Building, 607 S. Hwy, 83, Lakewood
   iv) Robertson County Park, Cy. Rd. 4, entrance to park

s) to compensate the County for 80 (eighty) percent of the revenue from the sale of all recyclables. Revenue should be itemized by material on the monthly bill to the County and deducted from the monthly payment.

**Example:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blended Value</td>
<td>$120 per ton</td>
</tr>
<tr>
<td>80% of blended value</td>
<td>$96 per ton</td>
</tr>
<tr>
<td>Subtract processing cost of $80 per ton</td>
<td>-$80</td>
</tr>
<tr>
<td><strong>Total revenue share per ton</strong></td>
<td><strong>$16 per ton</strong></td>
</tr>
</tbody>
</table>

i) County and WM acknowledge that the value of the Recyclables will never be negative.

ii) WM agrees to maintain accurate business records, books, and account information relating to Recyclables purchased by WM under this Agreement and to retain the same for a period of at least six (6) years after the date of any transaction hereunder. All such records, books and information may be audited or inspected by County representatives at reasonable times upon reasonable notice.

5) **DUTIES OF THE COUNTY.**

The County agrees:

a) that the materials to be collected under this Agreement shall be only "Recyclables. Recyclables specifically exclude, and County agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by WM (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with County at all times. Title to Recyclables provided by County to WM is transferred to WM upon WM's receipt or collection unless otherwise provided in this Agreement or applicable law.
b) in 2012, to pay WM $3.60 per RDU (Residential Domestic Unit) per month for curbside pickup (before the RMO credit) and four thousand fifty seven ($4,057) per month to collect Rural Drop Sites.

c) to grant WM an exclusive franchise to collect and transport all residential household recyclable materials, in accordance with the Specifications set forth in Exhibit A, placed for collection within the County for the term.

6) PRICE ADJUSTMENT

The annual per RDU fee payable for each successive Contract year shall equal the annual fee payable for the previous year adjusted proportionately by the annual Consumer Price Index (CPI) for the “Midwest Urban” region or 3%, whichever is lower. The published index for determining the annual percent change of the CPI will be the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm).

The price for servicing the Rural Recycling Drop-off Sites will be set in accordance with the flat fee defined in Section 4(b). The fee payable for each successive Contract year shall equal the annual fee payable for the previous year adjusted proportionately by the annual Consumer Price Index (CPI) for the “Midwest Urban” region or 3%, whichever is lower. If the CPI for the previous calendar year is negative, the price per RDU and the drop-off site flat fee would remain unchanged for the subsequent year.

7) COLLECTION HOURS AND DAYS

All recycling Collections to begin no sooner than 7:00 a.m. and shall be complete by 6:00 p.m. The County requires scheduled Collection days to be Monday through Friday and pre-selected Saturdays during holiday weeks. WM may request County authorization of exceptions to these time restrictions (e.g., Severe Weather). WM must request such exception from the County’s Designated Contact Person via telephone or email, prior to the requested Collection event and specify the date, time and reason for the exception.

8) CURBSIDE COLLECTION SCHEDULE DEADLINE

If WM determines that the Collection of recyclable materials will not be completed by 6:00 p.m. on the scheduled Collection day, WM shall notify the County by 4:00 p.m. that same day and request an extension of the Collection hours. WM shall inform the County of the areas not completed, the reason for non-completion and the expected time of completion.

9) PROCEDURE FOR HANDLING NON-TARGETED MATERIALS

If WM determines that a resident has set out Non-Targeted Materials, the driver shall use the following procedure:

a) WM shall leave the Non-Targeted Materials in the resident’s Curbside Recycling Cart and leave an “education tag” indicating acceptable materials and the proper method of preparation.
b) The driver shall record the address and WM shall report the address to the County in the monthly report.

10) WEIGHING OF LOADS

WM will keep accurate records consisting of an approved weight slip with the date, time, route number or municipality name/drop-off location, driver’s name, vehicle number, tare weight, gross weight and net weight for each loaded vehicle that has collected recyclable material from RDUs and rural recycling drop-off sites in the County. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the County.

11) CUSTOMER COMPLAINTS

WM shall provide staffing of a telephone-equipped office to receive missed Collection complaints and drop-off site complaints between the hours of 7:00 a.m. and 5:00 p.m. on weekdays, except holidays.

WM shall keep a log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; WM’s response; and the date and time of response. This information shall be provided to the County in a monthly report.

Complaints on service will be taken and collected by WM. The County will notify WM of all complaints it receives. WM is responsible for corrective actions and shall answer all complaints courteously and within 24 hours.

12) MONTHLY AND ANNUAL REPORTS

WM will submit to the County monthly reports and annual reports.

WM shall include the following information monthly:
- Total quantities (in tons) of recyclable materials collected, by material type, from RDUs (by municipality if feasible) as well as the drop-off sites.
- Recycling service fee (based upon contracted price per RDU).
- Revenue share credits back to the County (if any).
- Log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; WM’s response; and the date and time of response.
- Log of all resident addresses where “education tags” were left because of Non-Targeted Materials set out for recycling.
- Record of average set-out rates, by municipality.

WM shall include the following information annually:
- Annual quantities (in tons) of recyclable materials collected from RDUs (by municipality if feasible) as well as the drop-off sites.
- Revenue share credits back to the County (if any), by month.
• Average Participation Rates (for one month) and Set-Out Rates, by municipality, and an explanation of how those rates were calculated.

Monthly reports shall be due to the County by the 15th day of each month. Annual reports shall be due by January 31. WM shall include in its annual report recommendations for continuous improvement in the County’s recycling program (e.g., public education, rural recycling drop-off sites, etc.).

13) ASSIGNMENT.

WM shall not enter into any subcontract for performance of any service contemplated under this Agreement nor assign any interest in the Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. WM shall be responsible for the performance of all subcontractors or assignees.

14) AMENDMENTS.

This Agreement may be amended, modified, or revoked in full or in part, but only by a written instrument which specifically refers to this Agreement, modification, and revocation thereof, as the case may be, and only if such written instrument has been signed and duly authorized by representatives of WM and the County.

15) EFFECTIVE LAW.

This Agreement is entered into pursuant to, and shall be controlled by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the County and WM have caused this Agreement to be executed as of the date first above written.

COUNTY OF JACKSON, MINNESOTA

[Signature]
Chair
Jackson County Board of Commissioners

Date: 3/28/12

Attest: [Signature]
Janice Frensen, County Coordinator

Date: 3/28/12

WASTE MANAGEMENT OF MINNESOTA, INC.

[Signature]
Michael E. Fleming
Vice President – Waste Management of MN, Inc.

Date: 3/28/12
Lac qui Parle County
Recycling Program Contract

This Recycling Program Contract ("the Contract") is made by and between Lac qui Parle County ("the County") and Olson Sanitation, Inc. ("the Recycler") 175 N. 7th Street, Dawson, Minnesota.

WHEREAS, the County has the State mandate responsibility of providing recycling programs for the County to minimize the amount of waste which requires disposal in the Sanitary Landfills serving the County; and

WHEREAS, the County has been delegated the authority to enter into contracts with Recyclers in order to assure recycling programs are available within the County pursuant to Minnesota Statutes; and

WHEREAS, the County has allocated certain funds to provide compensation to all recyclers operating in the County during the period of March 1, 2013 through February 28, 2018.

WHEREAS, the Recycler desires to enter into a contract with the County to provide a recycling service in the County.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I. TERM

The term of this contract shall commence March 1, 2013 and shall expire February 28, 2018, unless otherwise terminated pursuant to Article IX.I. In addition, either party may request a review of the terms and conditions of this Contract for the final two years. The parties agree to negotiate in good faith and shall take into consideration any significant changes in circumstances that directly affect the reasonableness of this Contract.

ARTICLE II. DEFINITIONS

A. Collection Program is defined as an ongoing service provided by the Recycler which provides for the collection of Recyclable Materials from the generators and delivery to a Recyclable Materials Processing Center.

B. Processing and Marketing Centers are defined as the buildings and equipment necessary
to process Recyclable Materials into a form suitable for shipping to an end use market.

C. Processing and Marketing of Recyclable Materials is the process of physically preparing the Recyclable Materials to meet the necessary end use market specification and shipping requirements, identifying and contracting with a market or Broker to accept the materials and shipping the Recyclable Materials to the end use market.

D. Recyclable Materials are defined as glass, steel cans, aluminum cans, bi-metal cans, paper products, cardboard, and plastics (Types 1, 2, 4, 5 and 7) which are separated from mixed municipal solid waste at the source of generation and collected, processed and shipped to an end use market separate from the municipal solid waste stream. Said definition is subject to change by the Minnesota Legislature and rules promulgated under its authority.

E. Recycling Program is defined as ongoing service provided by the recycler which provides collection and or processing of recyclable materials including at least glass, steel cans, aluminum cans, bi-metal cans, paper products, cardboard, plastic (types 1, 2, 4, 5, and 7) from residents from the cities of Boyd, Dawson, Madison, Marietta, Nassau, Louisburg and Bellingham, and up to an additional three (3) unmanned drop off sites to be designated by the County. The containers at the unmanned sites will be roll off recycling containers as provided by Recycler.

F. Waste Diversion is defined as collecting Recyclable Materials prior to the inclusion of those materials in the mixed municipal solid waste stream which is land filled at a landfill.

ARTICLE III REPRESENTATIONS

A. RECYCLER REPRESENTATIONS

1. The Recycler is a limited liability company or a legal entity duly organized, validly existing and properly qualified to do business under the laws of Minnesota.

2. The Recycler has full power and authority to execute the Contract and such execution constitutes a binding legal obligation of the Recycler and that is fully enforceable in accordance with its terms and conditions.

3. The execution of the contract does not conflict with any other agreement, indenture or any other instrument to which the Recycler is a party.

4. The Recycler agrees to pick up and transfer to recycling facilities all the recyclable materials dropped off at the curb and at the designated manned drop sites (to be designated by the County).
B. COUNTY REPRESENTATIONS

1. The execution of this Contract by the Chairman of the County Board of Commissioners has been duly authorized and approved by the County, and no other authorizations, approvals, or consents are required in order for this Contract to constitute a binding and enforceable legal obligation of the County.

2. The execution of the Contract does not conflict with any other agreement, indenture or any other instrument to which the County is a party.

3. The County, with the assistance of the Recycler, shall inform all occupants of residential properties as to the procedure to properly prepare, separate and place recyclable materials in containers at the curb or at unmanned drop sites.

4. Residents, as designated in paragraph Article II.E, will be asked to place approved containers in which recyclable materials have been stored on the curb-side for collection by the time specified by their Recycler / hauler.

5. Upon handling of the containers and recyclable materials by the Recycler, the recyclable materials become the property and responsibility of the Recycler.

6. The Recycler may refuse to collect recyclable materials improperly prepared for collection.

ARTICLE IV. COMPLIANCE WITH REGULATORY REQUIREMENTS

A. The Recycler shall at all times operate its business of collecting, transporting and marketing of recyclable materials in compliance with all applicable local, state, and federal laws, rules, regulations and ordinances.

1. The Recycler’s vehicles shall be marked uniformly and shall be identified on both sides of the cab. Broom and shovel in good useable condition shall be placed and maintained on each truck.

2. The Recycler shall make all collections of recyclable materials in vehicles so constructed that their contents will not spill there from. All receptacles and vehicles shall be kept clean and in sanitary condition and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley, or other place longer than is reasonable necessary to collect recyclable materials. Equipment is subject to periodic inspection by the County.
B. The Recycler shall obtain and maintain all necessary licenses, permits and other authorizations required by each municipality or township within the County in which it operates, the Minnesota Pollution Control Agency (MPCA) and any other governmental agency having jurisdiction over its activities.

**ARTICLE V. OPERATIONS**

A. The Recycler agrees to operate the recycling program throughout the term of this agreement.

B. The Recycler agrees to deliver all recyclable materials to an end use market, thru a broker or Recycle Recycler unless otherwise approved by the County.

C. **SERVICES TO BE PERFORMED BY THE RECYCLER:**

1. The Recycler shall pick up recyclables from the unmanned drop sites as required but no less than twice a month. The Recycler shall pick up recyclables from the unmanned drop sites, in a timely manner to ensure containers do not become full. The Recycler shall pick up recyclables from curbside, but no less than twice a month. The County and the Recycler acknowledge that the timely performance of collection services is an essential part of this Contract.

2. The work shall be done with work forces which are adequate to ensure the satisfactory collection, hauling and disposal of said materials at all times and failure to perform may be excused only by adverse conditions of weather or by similar hindrances which on other work might be regarded as “acts of providence”.

3. The Recycler will accept all recyclable materials deposited at the manned and unmanned drop site to be designated by the county and curb-side recycling containers, if they are properly prepared for collection. The Recycler will pick up recyclable materials curb-side at each residential location currently and in the future served with regular refuse collection services and at all “apartments” located in the cities of Dawson, Madison, Boyd, Marietta, Nassau, and Bellingham, and to keep manned and unmanned drop sites neat and orderly.

D. The Recycler agrees to maintain records, in a form acceptable to the County, of the amount of Recyclable Materials collected or processed by the Recycler, unit prices and the total dollars received must show on monthly statements turned in before payment is made, the quantities of each type of Recyclable Materials collected and the end use markets the materials were shipped to, by Recycler or Broker.
1. The Recycler shall submit an accurate monthly summary of the recycling information listed on the attached form (Appendix A).

2. The Recycler shall submit a monthly log of grievances or complaints received and the resolution of each on the attached for (Appendix B).

3. The Recycler shall also submit monthly the attached form (Appendix C) to report types and quantities of materials collected from each city and the drop sites. In the event that the Recycler cannot designate the types and quantities of materials collected from each designated area as specified herein, then the Recycler will have to comply with the requirements as set forth by the Lac qui Parle Environmental Officer.

4. The Recycler agrees to allow duly authorized representatives of the County, access to the records maintained pursuant to Article V. Paragraph D, for the purpose of verifying compliance with the terms and conditions of this contract.

E. The Recycler shall establish and maintain an office or answering service, or more than one, for accepting complaints. The offices or answering services shall be in service with continuous supervision during the hours of 8 a.m. until 4:30 p.m. on all days of collection. Addresses and telephone numbers of such offices or answering services and any changes therein shall be promptly given to the County in writing.

F. The County will notify the Recycler of all complaints it receives. The Recycler is responsible for all corrective actions. All complaints shall be answered by the Recycler courteously and promptly.

G. Whenever the County or a resident notifies the Recycler of locations which should be currently receiving curb-side service but have not received scheduling service, the Recycler is required to service such locations before 7 p.m. of the same day when notified prior to noon. When notified after noon, the Recycler shall service such locations not later than 10 a.m. on the following day.

H. The Recycler’s employees shall handle all containers with reasonable care to avoid damage, and shall immediately clean up and dispose of any contents therefore which may be spilled.

**ARTICLE VI. PAYMENT PROCEDURES**

The Recycler shall submit monthly statements for services rendered on or before the 25th day of each month. The County shall make monthly payments in response to the Recycler’s monthly statements, and only after the County receives all monthly reports from the Recycler,
required under this agreement. See Appendix A, B, and C. The payment for services provided hereunder for the first twelve months of the Contract shall be $73,377.66. Thereafter, said payment shall be increased by 2% on March 1, 2014, and each March 1st thereafter during the term of this Contract. In addition a fuel surcharge may be added each month according to the agreed upon schedule based on Recycler’s contract price or the current fuel price, whichever is lower. See Appendix D. This will be noted on the monthly statement submitted by Recycler.

ARTICLE VII. DEFAULT

A. The following shall constitute defaults by the recycler:

1. Failure to comply with all applicable laws, ordinances, rules and regulations relating to waste hauling and recycling.

2. Including Recyclable Materials from programs operated outside the County in the payment requests to the County Board.

3. Failure to maintain adequate records to verify the source, quantity and end use of recyclable materials collected or processed by the Recycler in the County.

4. Persistent and repeated failure to fulfill any of its material obligations under this Contract.

5. Transfer of any interest under this Contract whether by sub-contract, assignment or notation, without the approval of the County.

B. COUNTY DEFAULT

1. The County shall be held to be in default if it persistently or repeatedly fails to fulfill any of its material obligations under this contract.

ARTICLE VIII. INDEMNIFICATION / INSURANCE

A. INDEMNIFICATION

The Recycler will indemnify, defend and save harmless the County, its agents, elected officials and employees from all claims, damages, losses, liabilities, costs, expenses and lawsuits whatsoever arising out of any act or omission on the part of the Recycler or its Recyclers, agents, servants or employees in the performance of or in relation to any of the work or services to be performed or furnished by the Recycler under the terms of this Contract.
B. RELATIONSHIP OF ALL PARTIES

For the purposes of this Contract, the recycler shall be deemed to be an independent Recycler and not an employee of the County. The Recycler shall maintain, at its own expense, all equipment and personnel necessary to fulfill its obligations under this Contract. Any and all agents, servants, or employees of the Recycler or other persons, while engaged in the performance of any work or services required to be performed by the County under this Agreement, shall not be considered employees of the County, and any and all claims that may or might arise on behalf of the County, its agents, servants or employees as a consequence of any act or omission on the part of the Recycler, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the County. The Recycler, its agents, servants, or employees shall be entitled to none of the rights, privileges or benefits of County employees except as otherwise may be stated herein.

C. ASSIGNMENT

Prior to the assignment of any interest in the Contract or transfer of any interest in the same, whether by subcontract, assignment or notation, the Recycler or the County must provide written notice to the other party. Any assignment by the Recycler is subject to the County’s approval. The County reserves the right to assign any interest to the Contract to a duly established Waste Management District, Joint Powers Board, or any other entity.

D. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties, covenants and agreements of the parties under this Contract, and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Contract.

E. WAIVER

The waiver of any of the rights and/or remedies arising under the terms if this Contract on any occasion by any party hereto shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of the Contract. The rights and remedies provided or referred to under the terms of the Contract are cumulative and not mutually exclusive.

F. ENTIRE AGREEMENT

The Contract shall constitute the entire agreement between the parties and shall supersede
all prior oral and written negotiations.

G. GOVERNING LAW.

The Contract shall be interpreted and construed according to the laws of the State of Minnesota and any action commenced to enforce this Agreement shall be venued in Lac qui Parle County and shall include the costs and expenses, including attorneys' fees.

H. ALTERATION CLAUSE

Any alteration, modification or waiver of the provisions of this Contract shall be valid only after it has been reduced to writing and duly signed by all parties.

I. TERMINATION

Prior to the expiration of this agreement, the County or Recycler may for good and justifiable cause, terminate their participation in this agreement on 90 days written notice to each other.
IN WITNESS WHEREOF, the parties have caused this Contract to be executed:

Dated: 3-5-13

By: [Signature]
Chairman

By: [Signature]
Solid Waste Administrator

Attest: [Signature]
Auditor/Treasurer

Dated: March 1, 2017

Olson Sanitation, Inc.

By: [Signature]
Title: [Title]

Approved as to form and execution this 5th day of March, 2011.

[Signature]
Lac qui Parle County Attorney
APPENDIX A

MONTHLY RECYCLING REPORT FORMAT

The following information relates to garbage, refuse and recyclables collected during the period from ____________, 20______, through ________, 20______.

HAULER ________________________________________________

A.  TOTAL POUNDS/CUBIC YARDS/TONS TAKEN TO LANDFILLS THIS PERIOD
TOTAL  A. _______________________________________

B.  TOTAL POUNDS / CUBIC YARDS / TONS RECYCLED THIS PERIOD
TOTAL  B. _______________________________________

C.  TOTAL PERCENT RECYCLED THIS PERIOD  |  B/(A+B)  |
TOTAL  C. _______________________________________

D.  TOTAL POUNDS / CUBIC YARDS / TONS AWAITING DISPOSAL :
TOTAL  D. _______________________________________

E.  TOTAL POUNDS / CUBIC YARDS / TONS AWAITING RECYCLING :
TOTAL  E. _______________________________________

ATTACH ALL RELEVANT WEIGHT SLIPS:

Note: ITEM B on this Appendix A should equal the total on Appendix C.
## APPENDIX B

### MONTHLY GRIEVANCE / COMPLIANCE REPORT

<table>
<thead>
<tr>
<th>TYPE</th>
<th>NUMBER*</th>
<th>RESOLVED</th>
<th>UNRESOLVED**</th>
</tr>
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<tbody>
<tr>
<td>CURB-SIDE</td>
<td>_______</td>
<td>_______</td>
<td></td>
</tr>
<tr>
<td>LATE PICK-UP</td>
<td>_______</td>
<td>_______</td>
<td></td>
</tr>
<tr>
<td>MISSED PICK-UP</td>
<td>_______</td>
<td>_______</td>
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</tr>
<tr>
<td>CLEANLINESS</td>
<td>_______</td>
<td>_______</td>
<td></td>
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<tr>
<td>COURTEOUSNESS</td>
<td>_______</td>
<td>_______</td>
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</tr>
<tr>
<td>RECYCLABLE PREPARATION</td>
<td>_______</td>
<td>_______</td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td>_______</td>
<td>_______</td>
<td></td>
</tr>
<tr>
<td>DESIGNATED DROP SITES</td>
<td>_______</td>
<td>_______</td>
<td></td>
</tr>
</tbody>
</table>

(PROVIDE SEPARATE DETAILS FOR EACH OCCURANCE)

---

* Provide, upon request, all complaint logs for the period showing the complainant, the problem, and its resolution, if applicable.

** Provide on extra sheet explanations for all unresolved complaints and grievances.
## APPENDIX C

### MONTHLY RECYCLED MATERIAL DETAIL REPORT

<table>
<thead>
<tr>
<th></th>
<th>POUNDS/TONS RECYCLED</th>
<th>PRICE PER LB/TON</th>
<th>DESTINATION OF RECYCLED MATERIAL</th>
</tr>
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<tbody>
<tr>
<td>PAPER</td>
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<td></td>
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</tr>
<tr>
<td>NEWSPRINT</td>
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<tr>
<td>OTHER UNCOATED</td>
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<tr>
<td>CARDBOARD</td>
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<td></td>
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<tr>
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</tr>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
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<td></td>
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</table>

Note: Subject to change by the Minnesota Legislature and rules promulgated under its authority.
### APPENDIX D

**FUEL SURCHARGE**

<table>
<thead>
<tr>
<th>Fuel price per Gallon</th>
<th>Dollar Amount Monthly</th>
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<td>$3.50 to $3.59</td>
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<tr>
<td>$4.90 to $4.99</td>
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</tr>
</tbody>
</table>
Lincoln County
2007 through 2011
RECYCLING PROGRAM CONTRACT

Waste Management of Mn, Inc.

This Recycling Program Contract ("the Contract") is made by and between Lincoln County ("the County") and Waste Management of Mn, Inc. ("the Recycler") PO Box 336, 739 Beaver Ave.Mankato, Minnesota 56002, a corporation.

WHEREAS, the County has the State mandate responsibility of providing recycling programs for the County to minimize the amount of waste which requires disposal in the Sanitary Landfills serving the County; and

WHEREAS, the County has been delegated the authority to enter into contracts with Recyclers in order to assure recycling programs are available within the county pursuant to Minnesota Statutes, Section 417.59; and

WHEREAS, the County has established a budget to provide compensation to all recyclers operating in the County during the period January 1, 2007 and December 31, 2011.

WHEREAS, the Recycler desires to enter into a contract with the County to provide a recycling program in the County.

NOW THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I. TERM

This Contract shall commence January 1, 2007, and shall continue until December 31, 2011, unless earlier terminated pursuant to Article IX.I.

ARTICLE II. DEFINITIONS

A. Collection Program is defined as an ongoing service provided by the Recycler which provides for the collection of Recyclable Materials from the generators and delivery to a Recyclable Materials Processing Center.

B. County Landfill is defined as the Lyon County Landfill.

C. Processing and Marketing Centers are defined as the buildings and equipment necessary to process Recyclable Materials into a form suitable for shipping to an end use market.
D. Processing and Marketing of Recyclable Materials is the process of physically preparing the Recyclable Materials to meet the necessary end use market specification and shipping requirements, identifying and contracting with a market to accept the materials and shipping the Recyclable Materials to the end use market.

E. Recyclable Materials are defined as glass, steel cans, aluminum cans, bi-metal cans, paper products, magazines, cardboard, plastics (Types 1, 2, 3, 5 and 7) which are separated from mixed municipal solid waste at the source of generation and collected, processed and shipped to an end use market separate from the municipal solid waste stream. Said definition is subject to change by the Minnesota legislature and rules promulgated under its authority.

F. Recycling Program is defined as ongoing services provided by the recycler which provides collection and/or processing of Recyclable Materials including at least glass, steel cans, aluminum cans, bi-metal cans, paper products, magazines, cardboard and plastic (Types 1, 2, 3, 5 and 7) from residents from the Cities of Tyler, Lake Benton, Arco, Hendricks, Ivanhoe, and nine (9) drop sites to be designated by the County.

G. Waste diversion is defined as collecting Recyclable Materials prior to the inclusion of those materials in the mixed municipal solid waste stream, which is land filled at a Landfill.

ARTICLE III. REPRESENTATIONS

A. RECYCLER REPRESENTATIONS

1. The Recycler is a corporation duly organized, validly existing and properly qualified to do business under the Laws of Minnesota.

2. The Recycler has full power and authority to execute the Contract and such execution constitutes a binding legal obligation of the Recycler that is fully enforceable in accordance with its terms and conditions.

3. The execution of the Contract does not conflict with any other agreement, indenture or any other instrument to which the Recycler is a party.

4. The Contractor agrees to pick up and transfer to recycling facilities all of the recyclable materials dropped off at the curb and at the designated drop sites (to be designated by the County and not to be more than nine (9) locations).

B. COUNTY REPRESENTATIONS

1. The execution of this Contract by the Chairman of the County has been duly authorized and approved by the County, and no other authorizations, approvals or consents are required in order for this Contract to constitute a binding and enforceable legal obligation of the County.
2. The execution of the Contract does not conflict with any other agreement, indenture or any other instrument to which the County is a party.

3. The County, with the assistance of the Contractor, shall inform all occupants of residential properties as to the procedure to properly prepare, separate and place recyclable materials in containers at the curb or at drop sites.

4. Residents, as designed in paragraph Article II, F., will be asked to place approved containers in which recyclable materials have been stored on the curb-side for collection by the time specified by their Contractor/Hauler.

5. Upon handing of the containers and recyclable materials by the Contractor, the recyclable materials become the property and responsibility of the Contractor.

6. The Contractor may refuse to collect recyclable materials improperly prepared for collection.

7. The County will design, construct and own the drop sites at the Cities (referred to in paragraph Article III, B.7 herein) and at the other locations to be designated by said County and will have the authority to relocate or remove any of those drop sites if the County deems it appropriate or necessary.

ARTICLE IV. COMPLIANCE WITH REGULATORY REQUIREMENTS.

A. The Recycler shall at all times operate its business of collecting, transporting and marketing of recyclable materials in compliance with all applicable local, state and federal laws, rules, regulations and ordinances.

1. The Contractor’s vehicles shall be marked uniformly and shall be identified on both sides of the cab. Broom and shovel in good usable condition shall be placed and maintained on each truck.

2. The Contractor shall make all collections of recyclable materials in vehicles so constructed that their contents will not spill there from. All receptacles and vehicles shall be kept clean and in sanitary condition and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley, or other place longer than is reasonably necessary to collect recyclable materials. Equipment is subject to periodic inspection by the County.

B. The Recycler shall obtain and maintain all necessary licenses, permits and other authorizations required by each municipality or township within the County in which it operates the Minnesota Pollution Control Agency (MPCA) and any other governmental agency having jurisdiction over its activities.
ARTICLE V. OPERATIONS

A. The Recycler agrees to operate the recycling program throughout the term of this agreement.

B. The Recycler agrees to deliver all Recyclable Materials to an end use market unless otherwise approved by the County.

C. Services to be performed by the Contractor.

1. The Contractor shall submit an accurate monthly summary of the recycling information listed on the attached form (Appendix A).

2. The Contractor shall submit a monthly log of grievances or complaints received and the resolution of each on the attached form (Appendix B).

3. The Contractor shall also submit quarterly the attached form (Appendix C) to report types and quantities of materials collected from each City, and the nine (9) drop sites. In the event that the Contractor cannot designate the types and quantities of materials collected from each designated area as specified herein, then the Contractor will have to comply with the requirements as set forth by the Lincoln County Solid Waste Officer and/or Designated Representative.

4. The Recycler agrees to allow authorized representatives of the County access to the records maintained pursuant to Article V, Paragraph D for the purpose of verifying compliance with the terms and conditions of this contract.

D. The Contractor shall establish and maintain an office or answering service, or more than one, for accepting complaints. The offices or answering services shall be in service with continuous supervision during the hours of 8 a.m. until 4:30 p.m. on all days of collection. Addresses and telephone numbers of such offices or answering services and any changes therein shall be promptly given to the County in writing.

E. The County will notify the Contractor of all complaints it receives. The Contractor is responsible for all corrective actions. The Contractor shall answer all complaints courteously and promptly.

F. The Contractor will provide one (1) 64 gallon tote to each residence incorporated areas in Tyler, Ivanhoe, Hendricks, Arco and Lake Benton.

G. Whenever the County or resident notifies the Contractor of locations which should be currently receiving curb-side service but have not received scheduled service, the Contractor is required to service such locations before 7 p.m. of the same day when notified prior to noon. When notified after noon, the Contractor shall service such locations not later than 10 a.m. on the following day.
H. The Contractor's employees shall handle all containers with reasonable care to avoid damage, and shall immediately clean up and dispose of any contents therefore which may be spilled.

ARTICLE VI. PAYMENT PROCEDURES

The Contractor shall submit monthly statements for services rendered. The County shall make monthly payments in response to Contractor's monthly statements, and only after the County receives all monthly reports from the Contractor, required under this Agreement. See Appendix A, B and C. The monthly payments shall total $5,445.00 per month with a yearly contract of $65,340.00.

A. Contractor has submitted a Proposal Sheet. The County has elected for Option 2 of the Proposal which also includes cost of living increase purpose and fuel surcharges which are made available and attached (Appendix D).

ARTICLE VII. DEFAULT

A. The following shall constitute defaults by the Recycler.

1. Failure to comply with all applicable laws, ordinances, rules and regulations relating to waste hauling and recycling.

2. Including Recyclable Materials from programs operated outside the County in the payment requires to the County Board.

3. Failure to maintain adequate records to verify the source, quantity and end use of the recyclable materials collected or processed by the Recycler in the County.

4. Persistent and repeated failure to fulfill any of its material obligations under this Contract.

5. Transfer of any interest under this Contract whether by subcontract, assignment or notation, without the approval of the County.

B. COUNTY DEFAULT

1. The County shall be held to be in default if it persistently or repeatedly fails to fulfill any of its material obligations under this Contract.

ARTICLE VIII. INDEMNIFICATION/INSURANCE

A. INDEMNIFICATION

The Recycler will indemnify, defend and save harmless the County, its agents, elected officials and employees from all claims, damages, losses, liabilities, costs, expenses and lawsuits whatsoever arising out of any act or omission on the part of the Recycler or its contractors, agents, servants or employees in the performance of or in relation to any of
the work or services to be performed or furnished by the Recycler under the terms of this Contract.

B. INSURANCE

The Recycler shall obtain and keep in force at all times during this Contract, the following insurance policies:

1. Comprehensive general liability insurance covering bodily injury and property damage (combined limit) in the amount of $200,000.00 per person and $600,000.00 per occurrence, and personal injury in the amount of $200,000.00 per person and $600,000.00 per occurrence.

2. Comprehensive automobile liability insurance including owned non-owned and hired automobiles in the amount of $200,000.00 per person and $600,000.00 per occurrence.

3. Worker's compensation and employer's liability insurance as required by law.

The Recycler shall provide the County certificates of insurance for the coverage required by January 1, 2007, unless otherwise directed by the County. Certificates shall include a provision that the insurer shall give the County thirty (30) days cancellation notice on required policies. Nothing in this Contract shall constitute a waiver or diminution by the County of any immunities or statutory limitations on liability.

ARTICLE IX. MISCELLANEOUS.

A. NOTICE

All written notices required pursuant to this Contract shall be either hand delivered or mailed to the Recycler and the County at the following address or such other address as may be provided in writing to the other party from time to time:

County: Lincoln County Solid Waste Officer or Designated Representative
        221 North Wallace Avenue
        PO Box 66
        Ivanhoe, Minnesota 56142

Recycler: Waste Management of Mn. Inc.
          PO. Box 336
          739 Beaver Ave.
          Mankato, Mn. 56002

B. RELATIONSHIP OF THE PARTIES

For the purposes of this Contract, the Recycler shall be deemed to be an independent contractor and not an employee of the County. The Recycler shall maintain, at its own expense, all equipment and personnel necessary to fulfill its obligation under this
Contract. Any and all agents, servants or employees of the Recycler or other persons, while engaged in the performance of any work or services required to be performed by the County under this Agreement, shall not be considered employees of the County, and any and all claims that may or might arise on behalf of the County, its agents, servants, employees as a consequence of any act or omission on the part of the Recycler, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the County. The Recycler, its agents, servants, or employees shall be entitled to none of the rights, privileges or benefits of County employees except as otherwise may be stated herein.

C. **ASSIGNMENT**

Prior to the assignment of any interest in the Contract or transfer of any interest in the same whether by subcontract, assignment or notation, the Recycler or the County must provide written notice to the other party. Any assignment by the Recycler is subject to the County’s approval. The County reserves the right to assign any interest to the Contract to a duly established Waste Management District, Joint Powers Board, or any other entity.

D. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

The representatives, warranties, covenants and agreements of the parties under this Contract and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Contract.

E. **WAIVER**

The waiver of any of the rights and/or remedies arising under the terms of the Contract on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of the contract. The rights and remedies provided or referred to under the terms of the Contract are cumulative and not mutually exclusive.

F. **ENTIRE AGREEMENT**

The Contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

G. **GOVERNING LAW**

The Contract shall be interpreted and construed according to the laws of the State of Minnesota.

H. **ALTERATION CLAUSE**

Any alteration, modification or waiver of the provisions of this Contract shall be valid only after it has been reduced to writing and duly signed by all parties.
I. TERMINATION

The term of the Agreement shall be a period of 5 years, commencing January 1, 2007, and terminating December 31, 2011. This Agreement will terminate on December 31, 2011, with or without notice, and with or without good and justifiable cause. Prior to the expiration of this Agreement on December 31, 2011, a 60 day period will be given to the recycler to implement corrective actions to address any problems or unsatisfactory performance of this contract after which the County and the Recycler may for good and justifiable cause, terminate their participation in this Agreement, with a 90 day written notice to each other.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed.

Dated: 12-19-06

LINCOLN COUNTY
By: [Signature]
Larry Hanson

Dated: 1-01-06

Waste Management of Mn. Inc.
By: [Signature]
Linda Sorensen

STATE OF MINNESOTA
COUNTY OF LINCOLN

I, Kathy Schreurs do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of Commissioners of said Lincoln County, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners of said Lincoln County at a regular meeting thereof held on the 7th day of December, 2007, at Ivanhoe, Minnesota, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 7th day of December, 2006, and have hereunto affixed the seal of Lincoln County.

Kathy Schreurs, County Auditor

(seal)
Appendix A

Monthly Recycling Report Format

The following information relates to garbage, refuse and recyclables collected during the period from ___________ 200__ through ___________ 200__.

Hauler ____________________________________________

Total pounds/cubic yards/tons taken to the Lyon County Landfill this period:

A. ________________________

   Total pounds/cubic yards/tons recycled this period.

B. ________________________

   Total percent recycled this period (B/ (A+B) :

C. ________________________

   Total pounds/cubic yards/tons awaiting disposal:

D. ________________________

   Total pounds/cubic yards/tons awaiting recycling:

E. ________________________

Please attach all relevant weight slips.

Note: Item B on this Appendix A should equal the total on Appendix C.
Appendix B

Quarterly Grievance/complaint Report Format

<table>
<thead>
<tr>
<th>Type</th>
<th>Number</th>
<th>Resolved</th>
<th>Unresolved</th>
</tr>
</thead>
<tbody>
<tr>
<td>CURB-SIDE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Late Pick-up</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Missed Pick-up</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cleanliness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courteousness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recyclable Preparation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESIGNATED DROP SITE

(Provide separate details for each occurrence)

* - Provide, on request, all complaint logs for the period showing the complainant, the problem and its resolution, if applicable.

** - Provide on extra sheets, explanations for all unresolved complaints and grievances.
## Appendix C

**Monthly Recycled Material Detail Report**

<table>
<thead>
<tr>
<th></th>
<th>Pounds Recycled</th>
<th>Designation of Recycled Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paper</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newsprint</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other uncoated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cardboard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corrugated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aluminum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bi-metal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glass</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plastics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Types 1, 2, 3, 5 and 7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Textiles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Household Batteries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alkaline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mercury</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Subject to change by the Minnesota Legislature and rules promulgated under its authority.
PROPOSAL SHEET

The Lincoln County Board of County Commissioners

Gentlemen:

In accordance with the advertisement of the Lincoln County Environmental Administrator inviting proposals for the delivery of residential curbside recycling in Lincoln County and in conformity with the proposal documents pertaining thereto:

(1) (We) propose to provide these services as follows on a bi-monthly basis:

OPTION 1. (Existing)

Source separated curbside collection of recyclables

$ 4470.00 per month

Total cost 12 x $4470.00 per month = $53640.00 per year

OPTION 2.

Single stream curbside collection with 55 gallon recycling tote provided by Applicant.

$ 5445.00 per month

Total cost 12 x $5445.00 per month = $65340.00 per year

OPTION 3.

Single stream curbside collection with 55 gallon recycling tote provided by County.

$ 4635.00 per month

Total cost 12 x $4635.00 per month = $55620.00 per year

PLEASE INCLUDE ANY AND ALL PROPOSED INCREASES ANTICIPATED DURING LENGTH OF CONTRACT. SPI YEARLY PLUS FUEL SURCHARGE IF APP

COST OF LIVING INCREASES PLEASE PURPOSE:

Minimum: 20% Maximum: 40%

FUEL SURCHARGES:

Minimum: See ATT Maximum: See ATT

Start Date - January 1, 2007
End Date - December 31, 2012

Name of Company: Waste Management

Signed: [Signature]

Date: 11-6-06
<table>
<thead>
<tr>
<th>Percent of Surcharge</th>
<th>Cost per Gallon Diesel (according to DOE Index)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.5%</td>
<td>$4.249</td>
</tr>
<tr>
<td>6.0%</td>
<td>$3.999</td>
</tr>
<tr>
<td>4.5%</td>
<td>$3.749</td>
</tr>
<tr>
<td>3.0%</td>
<td>$3.499</td>
</tr>
<tr>
<td>1.5%</td>
<td>$3.249</td>
</tr>
</tbody>
</table>

The previous Monday (or Tuesday if determined by the corresponding percentage in the table below) the Surcharge will be added and effective on the 1st Monday of each month based on the DOE Index for PADD 2 of the United States. The Surcharge will be adjusted and effective on the 1st Monday of each month based on the DOE Index for PADD 2 of the United States.

(1) A surcharge will be added to all monthly rates and as determined by the table and method below. Please note that this

Fuel Surcharge Index Application - Lincoln County 1/1/2006
Lincoln County Recycling Program Contract Addendum

This Recycling Program Contract Addendum is made by and between Lincoln County ("the County") and Waste Management of Minnesota, Inc. ("the Recycler") PO Box 336, 739 Beaver Avenue Mankato, MN 56002, a Minnesota corporation.

WHEREAS the County and the Recycler are parties to a contract titled "Lincoln County 2007 through 2011 Recycling Program Contract" (the Contract)

WHEREAS all other terms and conditions of the "Lincoln County 2007 through 2011 Recycling Program Contract" not expressly modified herein shall remain in full force and effect

NOW, THEREFORE, the parties agree to the following:

1. TERM: The term of the Lincoln County Recycling Program Contract shall commence January 1, 2012 and end on December 31, 2017 at which time said parties may wish to enter into another agreement if so negotiated.

2. Collection:
   a. The County desires to have 1.5-yard recycling containers placed in various locations throughout the county. Each container will be dumped EVERY OTHER WEEK. The collection schedule will be set according to the Recycler and is subject to approval by the County.
   b. The County desires to make available rural trash dumpsters in various sizes in conjunction with the rural recycling drop-sites.

3. Placement: The County and the Recycler will mutually agree on the number and placement of containers for the rural recycling and rural trash program

4. Rates
   a. Recycling 1.5 Yard Containers: The County will pay the Recycler $50 per container plus fuel surcharge in accordance with the Lincoln County 2007 through 2011 Recycling Program Contract
   b. Rural Trash Containers: Rural trash container rates shall be established based on location and amount of containers per site. Semi-annually, a dedicated route will be performed for accuracy of weights.
c. **Residential Curbside Collection:** Rates for the curbside collection shall be adjusted for the year 2012 2%. Each year thereafter, rates shall be adjusted according to the consumer price index Midwest Urban—All Users, minimum 2%, maximum 4%.

IN WITNESS WHEREOF, the parties have executed this amendment to the Lincoln County 2007 through 2011 RECYCLING PROGRAM CONTRACT on the date and year last written below.

Lincoln County:

By: __________________________

Mr. Robert Olson

Dated: ________________________

Waste Management of Minnesota, Inc

By: __________________________

Michael Fleming

Dated: ________________________
CONTRACT FOR THE PROVISION OF

A SINGLE SORT RECYCLING PROGRAM IN LYON COUNTY, MINNESOTA

This Agreement is made and entered into this _____day of ________, 20____, between the County of Lyon, a political subdivision of the State of Minnesota, hereinafter referred to as “County”, and Southwest Sanitation hereinafter referred to as “Contractor”. Witnesseth, that the contractor, for and in consideration of the payment or payments herein specified and by the County to be made, hereby covenants and agrees to furnish all material (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor necessary in the delivery of a Single Sort Recycling Collection Program for the price and compensation set forth in the Proposal signed by the contractor and hereto attached and hereby made a part of this agreement, said work to be done and performed in accordance with the Contract Proposal. IN WITNESS WHEREOF, Lyon County has caused these present to be executed and the Contractor(s) has/have hereunto subscribed ______________name.

Dated at Marshall, Minnesota, this ______ day of ________________, 20___

County of Lyon

_________________________________________                     __________________________
Chair, Board of Commissioners                       Contractor

_________________________________________
County Administrator

Approved as to form and execution this_______ day of ____________, 20__.
County Attorney

This Contract is made and entered into this ____ day of __________, 20____, by and among
the County of Lyon, a political subdivision of the State of Minnesota, hereinafter referred to as
“County”, and Southwest Sanitation hereinafter referred to as “Contractor”.

WHEREAS, the County wishes to maximize the recycling of recyclable solid waste materials
generated in Lyon County; and

WHEREAS, the County wishes to reduce the amount of recyclable solid waste that is being
disposed in the Lyon County Landfill; and

WHEREAS, recycling services as defined under M.S, 115A.03, Subd.256, means the process
of collecting and preparing recyclable materials and reusing the materials in their original form
or using them in manufacturing processes that do not cause the destruction of recyclable
materials in a manner that precludes further use; and

WHEREAS, the County believes that reduction of the County’s solid waste stream through
recycling is in the public’s best interest; and

WHEREAS, the County and the Contractor agree that the facilities offered by the Contractor are
adequate and available for use.

WHEREAS, the Contractor and Contractor’s employees will serve as independent contractors
and not employees of the County.

NOW THEREFORE, in consideration of the mutual promises and agreements herein set forth,
the County and the Contractor agrees as follows:

Definitions:

A) “Recyclable Materials” means those items identified in Appendix B, subject to change
by the County, the Minnesota Legislature, and rules promulgated under their authority.

B) “Tipping Fees” means the price per ton charged for dumping solid waste at the landfill
serving Lyon County, outlying canister sites or demolition sites. These fees will be
determined by the Lyon County Board of Commissioners.

C) “Housing Unit” means a separate unit with a kitchen.

D) “Single Sort Recycling” means recycling collection program in which all paper and
containers are commingled together.

E) “Documentation” means the receipt by the County, by verbal or written means,
information as it relates to the performance of this contract, and recorded or filed by
the County.

F) “Verification” means confirmation through investigation by County staff.
**General Requirements:**

The Contractor agrees that the proposed single sort recycling collection program will in no way conflict with regular solid waste collection services.

The Contractor will conduct all operations to minimize non-processables to a level not to exceed 15% of materials collected.

The Contractor is required to provide a recycling pick up schedule to be approved by the County, obtain all necessary State/County/City permits, and fully describe the method, labor resources, and equipment to perform the collection, transport and processing of materials.

**CONTRACTOR EXPERIENCE AND ABILITY**

The Contractor shall provide a summary description of experience, (including current activity in the solid waste/recycling collection, and transportation industry) and capabilities as they relate to this project. The Contractor must demonstrate ability, and resources to undertake this project. The Contractor shall also provide a list of any sub-contractors that may provide those portions of the work identified in the Proposal Sheet.

The work shall be done with adequate labor force, and equipment to ensure the satisfactory collection of recyclable materials at all scheduled times as approved by the County. Failure to perform satisfactory collection may be excused only by adverse conditions of weather, or by similar hindrances which are regarded as “acts of providence”.

**BEST EFFORTS**

The Contractor agrees to faithfully, industriously, and lawfully provide the service required by this Contract, to the reasonable satisfaction of Lyon County, and in compliance with all applicable local, state, and federal laws, rules, statutes, ordinances, by-laws, and regulations.

**FINANCIAL CAPABILITIES**

The Contractor will be required to indemnify and hold the County harmless against all liability, losses, costs, damage and expenses (including attorney’s fees, and all other litigation expenses) arising from any claims, actions, and suits from, or relating to any omissions, and negligence of the Contractor, its agents, or employees.

Comprehensive general liability insurance, insuring against liability imposed by law for bodily injury or death, in the minimum sum of $500,000.00 for any one person and in the minimum sum of $1,500,000.00 for two or more persons from the same occurrence, and for damage of property in the minimum sum of $300,000.00. The County shall be named as additional insured on said policy for incidence arising out of the performance of this Contract, which shall provide that the coverage may not be terminated or changed by the insurer except upon ten days written notice to the County Auditor.

Prior to the commencement of the contract, the contractor shall furnish to the County certificates of copies of these policies of insurance showing that such insurance is in force. Compliance by
the contractor with the foregoing requirements to carry insurance, and furnish certificates thereof shall not relieve the contractor from liability assumed under any provisions of this contract.

Each respondent must provide a list of the executive officer of the firm, the firm’s parent company, if any, and if a partnership, each partner.

**PERFORMANCE BOND**

The Contractor shall furnish an annual Performance Bond or Bonds, sufficient in every respect, from a surety authorized to do business in the State of Minnesota, in an amount sufficient to cover the annual obligation under this Contract.

**INSURANCE**

As required by law, Workers Compensation and Unemployment insurance shall be provided by the Contractor. The Contractor shall furnish to the County copies of liability insurance policies for bodily injury, death and property damage coverage as required by law, and sufficient in every respect.

**TERM OF THE CONTRACT**

The term of the Contract shall be a period of 60 months, commencing January 1, 2013 and terminating on Dec. 31, 2017.

**FILING OF REPORTS**

The Contractor shall submit an accurate monthly summary of the amount of material collected in a format acceptable to the County.

**ACCESS TO RECORDS**

The contractor shall provide access to the County any books, documents, paper, and records which are pertinent to this Contract for the purpose of review, audit, transcription, excerpt preparation, reporting, or other examination as deemed necessary by the County.

**RIGHT OF INSPECTION**

At all times during regular business hours, the County shall have the right to enter any premises where the Contractor is conducting any operation related to this Contract for the purpose of inspecting operations.

**ASSIGNMENT**

No service to be provided under this contract may be assigned, or transferred by the Contractor to any other person or entity without the express, written consent of the County.

**CONTRACT NOTICES**

The Contractor shall give the County immediate notice of any judicial process affecting this Contract, and shall fully disclose to the County the relevant facts and circumstances thereof.
SEVERABILITY

The invalidity of any portion of this Contract will not, and shall not be deemed to affect the validity of any other provisions. In the event that any provision of this Contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force, and effect as if they had been executed by both parties subsequent to the expunging of the invalid provision.

ENTIRE CONTRACT

This Contract shall constitute the entire agreement between the parties. Any prior understanding, or representation of any kind proceeding the date of this Contract shall not be binding upon any party except to the extent incorporated in this Contract.

MODIFICATION OF CONTRACT

Modification of this Contract may only be made upon contract between all the parties.

WAIVER

Waiver of the failure of any party of this Contract to insist upon the performance of any of the terms and conditions of this Contract or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain full force and effect as if no such forbearance or waiver has occurred.

TERMINATION OF CONTRACT

Any one participating party may withdraw from this Contract only upon written notice of withdrawal delivered to the other parties not less than 90 days before the effective date of withdrawal.

Collection Services Provided:

1. Preparation for Collection

   A) The County, with the assistance of the Contractor, shall inform all occupants of residential properties as to the procedure to properly prepare, and place recyclable materials in containers at the curb or at drop off centers.

   B) Residents will be asked to place approved containers in which recyclable material have been stored on the curbside for collection by the day, and time specified by the Contractor.

   C) Upon handling of the containers, and recyclable materials by the Contractor the recyclable materials become the property, and responsibility of the Contractor.

   D) The Contractor may refuse to collect recyclable materials improperly prepared for recycling collection. The Contractor, will to the greatest extent possible, inform the
parties of the correct preparation requirements for the improperly prepared, or refused materials.

E) Locations of recycling collection services provided are identified in Appendix A.

2. **Collection**

   A. On a schedule of every week, the Contractor shall provide single sort/commingled curbside collection of recyclables for all single family, and multi-family residential units in the incorporated, and unincorporated municipalities, and developments in Lyon County.

   B. The Contractor will endeavor to pick up recyclables on the same day that the regular solid waste refuse service is provided. The County and the contractor acknowledge that timely performance of collection services is of the essence.

   C. Residential curbside containers consist of 35, 64 or 96 gallon carts, currently owned and distributed by Lyon County. The County will provide carts to a new residential structure, or areas not previously served.

   D. Apartment Recycling. The Contractor will provide single sort/commingled collection services to all apartments within the incorporated municipalities of Lyon County. For apartment complexes of greater than 8 units, the contractor will be responsible to provide collection container(s) that meet the needs for recycling services for the apartment. Container size will be based on amount of material collected and frequency of pick up.

   E. The contractor will perform collection services at recycling collection drop sites with enough frequency to ensure collection facilities are usable at all times. The contractor will provide covered, 30 cubic yard, roll-off containers for the following drop sites and will provide other dumpsters/containers, as needed.

   

<table>
<thead>
<tr>
<th>Site</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marshall</td>
<td>3</td>
</tr>
<tr>
<td>Tracy</td>
<td>1</td>
</tr>
<tr>
<td>Cottonwood</td>
<td>1</td>
</tr>
<tr>
<td>Minneota</td>
<td>1</td>
</tr>
</tbody>
</table>

   The contractor will be responsible for keeping facilities free of unacceptable, landfillable materials. Upon notification to the Environmental Office, the County will remove all materials which cannot be landfilled.

4. **Recycling Collection Equipment**

   A) Contractor vehicles shall be marked uniformly, and shall be identified on both sides of the cab.

   B) The Contractor shall make all collections of recyclable materials in vehicles so constructed that their contents will not spill therefrom. All receptacles, and vehicles shall be kept clean, and in sanitary condition, and as free from all offensive odors as possible, and shall not be allowed to stand in any street, alley, or other place longer.
than is reasonable necessary to collect recyclable materials. Equipment is subject to periodic inspection by the County.

C) The County has the sole authority to relocate and/or remove drop off sites as it deems appropriate, or necessary. Collection of recyclable materials at these drop off sites will be provided by County owned recycling sheds, or other appropriate facilities or equipment. The contractor may provide compatible equipment, if approved by the County.

D) The Contractor will provide all personnel, equipment, vehicles, trailers, and other vehicles used for collection of the recyclables that will be compatible for the collection, and transport of recyclable materials.

5. Future Cart Distribution Storage & Maintenance

A) The Contractor shall store, maintain and distribute county-owned recycling carts. Distribution of the recycling carts will be as requested by the County for new customers, service changes, cart damages, or other needs deemed necessary by the County.

B) The Contractor must provide the proposed per month cost of storing, maintaining and distribution. All costs incurred in replacing, and disposing of damaged or missing carts shall be the responsibility of the Contractor.

C) The Contractor’s rate as proposed below includes 40 trips to separate addresses, on service day, within the municipality necessary. For example;
   Address A is delivered 2 carts. This is counted as one stop as it is for one address. If Address B is delivered one cart, and a return trip is necessary the following week to retrieve a cart that was not put out for retrieval, this will be counted as two trips.
   The following fees will apply when more than 40 trips occur in a calendar month:
   $5.00 per trip above 40 trips per calendar month.

D) The County will provide carts for new services to County residents served by recycling collection.

Payments:
A) The Contractor will be paid based on the following Schedules:

   The base rate will be $21,389.00/month

B) The Contractor shall submit monthly statements for services rendered. The County shall make monthly payments in response to Contractor’s monthly statements, and only after the County receives the monthly reports from the contractor as required under this Contract. (See Appendix B). The cost to service the drop off sites will be considered incidental and are included as part of the collection costs.

C) Non-performance of this contract to an extent that includes three identified, verified, and documented incidents over a period of one month will result in a penalty of $100.
Continued failure to resolve this identified non-performance of contract will result in an increased penalty of 10% of the previous penalty for each additional incident.

D) Fuel Surcharge Index Application:
   1. A surcharge will be added or subtracted to all monthly rates and as determined by the table and method below.
   2. The weekly Department of Energy (DOE) Diesel Fuel Price Index as shown in the Transport Topics will be used. This Index is reported by the DOE Index Service, (phone number 202/586-6966), and is announced each Monday (or Tuesday when Monday is a federal holiday).
   3. The surcharge will be adjusted, and effective on the 1st Monday of each month based on the DOE index for PADD 2 of the previous Monday (or Tuesday) as determined by the corresponding percentage in the Bid.

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<thead>
<tr>
<th>Cost Per Gallon Diesel According to DOE Index</th>
<th>Percentage of Monthly Fuel Surcharge</th>
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<tr>
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<td>$2.75 to $2.999</td>
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<td>$6.50 to $6.749</td>
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## APPENDIX A

COMMUNITIES AND RURAL DROP OFF SITES

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<th>Incorporated Municipalities</th>
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<td>Cottonwood</td>
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<td>Florence</td>
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<tr>
<td>Garvin</td>
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<tr>
<td>Ghent</td>
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<tr>
<td>Lynd</td>
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<tr>
<td>Marshall</td>
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<td>Russell</td>
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<td>Taunton</td>
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<td>Tracy</td>
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<table>
<thead>
<tr>
<th>Unincorporated Areas</th>
<th>Drop Sites</th>
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<td>Amiret</td>
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<tr>
<td>Green Valley</td>
<td>1</td>
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<tr>
<td>Kline Addition &amp; Wayside Rest</td>
<td>0</td>
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<tr>
<td>Lockland Hills, Lake Marshall</td>
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<tr>
<td>Lake Yankton (West Side)</td>
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</tr>
<tr>
<td>County Road 25 (by Lynd)</td>
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</tr>
<tr>
<td>Housing Units adjacent to municipal boundaries</td>
<td>0</td>
</tr>
</tbody>
</table>
APPENDIX B

CONTRACTOR REQUEST FOR PAYMENT

Collection

Lbs. or Tons of recycled material collected: ________________

Base Payment ________________ / month

Fuel Surcharge per schedule provided: ________________

Total: ________________
Memorandum of Understanding between
Murray County, Cottonwood County and Pipestone County

Tri-County Recycling is a facility owned and operated by Murray County, which was established and is operated to provide a cost effective means of processing and disposing of the recyclable material collected in Murray, Cottonwood and Pipestone Counties. The intent has been and continues to be to charge each county for the net processing costs per ton brought to the facility in Murray County. The purpose of this memorandum of understanding is to outline the procedures used to identify the means of determining the processing charges, identifying any equity position each of the counties may have in any fund balances or capital investments.

1 Counties to pay net cost of processing for each ton delivered.

   a. Murray County shall enter into separate five year contracts with Pipestone and Cottonwood County.

   b. The contracts will provide that each county shall pay to Tri-County Recycling the net cost of processing for each ton delivered to the facility.

   c. Murray County shall also pay to Tri-County Recycling the net cost of processing for each ton it delivers to the facility.

   d. Each County shall pay, on a monthly basis, at the rate of $50.00 per ton.

   e. The actual net cost of processing will be determined on an annual basis. The net processing cost per ton shall be determined by subtracting all revenue, other than processing fees paid by the three counties and interest earned on the fund balances, from the total of all operating expenses.

   f. Operating expenses shall include all costs of operating the facility, including an allocation to the Equipment Replacement Reserve, building rental, and general maintenance on grounds and building. Equipment purchases of less than $1,000 shall be included in the operating expenses, but those that exceed $1,000 shall be included through an allocation to the Equipment Replacement Reserve. Furthermore, Murray County shall not charge any administration expenses to the Tri-County Recycling Fund.

   g. Tri-County Recycling shall determine the processing cost per ton for each year by March 1 of the following year. At that time Tri-County Recycling shall notify each of the three counties if they have a liability or a credit based upon the differential from the $50.00 per ton paid during the year.
2 Allocation for Equipment Replacement and Building Rental
(Included in Operating Costs)

a. Allocation for Equipment Replacement
   i. Beginning on January 1, 2002 the following equipment shall be
      subject to an allocation for equipment replacement.
      1. The new Baler - $52,920
      2. Forklift - $22,760
      3. Glass Crusher - $4,900
      4. Old Baler - $15,000
      5. 1995 Forklift - $10,850 (5 year straight line)
   ii. For the purpose of determining the annual amount of allocation
       1/10 of the value or purchase price of each piece of equipment
       shall be charged as an expense (with the exception of the 1995
       Forklift which shall be spread over five years).
   iii. Only equipment costing $1,000 or more shall be used for allocation
       for equipment replacement costs.
   iv. The total annual amount of the Allocation for Equipment
       Replacement shall be charged as an expense in December of each
       year and the amount expensed shall be added to the reserves
       designated for Equipment Purchases.

b. Building Rental
   i. Building Rental is designed as a means to allow Murray County to
      recover their investment in the building over a 20 year life.
   ii. The amount to be recovered will be the total cost of the project, less
       the cost of the new equipment ($76,980) and the State Grant
       ($180,000).
   iii. The cost of the project is estimated at $456,588. Only the
       blacktopping of the parking and staging area and landscaping
       remains to be completed.
   iv. Initially the "rent" will be based on the estimated cost, but will be
       adjusted once the blacktopping and landscaping is completed.
   v. Initially the cost to be recovered will be ($456,588 less $256,980)
      $199,608.
   vi. The monthly rent will be equal to the amount needed to amortize
       the cost to be recovered at a 3% interest rate over a 20 year period.
   vii. Rent will be paid on a monthly basis.
3 The fund balance in Tri-County Recycling Center Fund shall be classified and designated as follows:

a. Designated for Processing Charge per Ton Adjustment (PCTA)
   i. The fund balances designated for Processing Charge per Ton Adjustment shall belong to the three counties in proportion to the tonnage of material delivered and paid for at the $50.00 a ton rate.
   ii. A portion of the reserves on December 31, 2001 shall be so designated.
   iii. By March 1 of each year, the annual cost for processing shall be determined and the appropriate amount shall be transferred to or from each counties portion of the funds designated for PCTA.
   iv. If at the end of any year the balance in the PCTA exceeds $60,000, no additional funds will be added, until the fund balance is reduced below $60,000.
   v. Each of the three counties will be entitled to the portion of the funds designated for PCTA, should they leave the program at the end of a contract period or should the program be dissolved.
   vi. In the event any county leaves the program while a contract is in force, that county shall forfeit their portion of the funds designated for PCTA.

b. Designated for Equipment Purchases (EP)
   i. A portion of the fund balance shall be designated for EP and used only for equipment replacement or new equipment purchases.
   ii. Any piece of equipment costing $1,000 or more shall be subject to an Allocation for Equipment Purchases in ten equal installments over ten calendar years. That allocation, which is included as an expense in determining the annual net processing cost, shall be designated for Equipment Purchases.
   iii. Equipment costing $1,000 or more shall be paid for from the designated reserve.
   iv. On December 31 of each year the appropriate amount of expense for the allocation shall be transferred to this reserve. Each of the counties shall have claim to a portion of this designated reserve in proportion to the total tons delivered to Tri-County Recycling under their contract.
   v. Each of the three counties shall be entitled to the portion of the funds designated for Equipment Purchase, should they leave the program at the end of a contract period or should the program be dissolved.
   vi. In the event Tri-County Recycling is shut down and equipment is sold, the proceeds of the sale of such equipment and any balances in the Reserve for Equipment Purchases shall be distributed to each of the three counties in proportion to the tonnage delivered and paid for to Tri-County Recycling.
vii. In the event any county leaves the program while a contract is in force, that county shall forfeit their portion of the funds designated for PCTA.

c. Cash Flow
   i. Any balance in the Tri-County Recycling Fund, that is not designated for Processing Charges per Ton Adjustment or Equipment Purchases shall belong to Murray County and shall be used for Cash Flow.
   ii. Murray County shall ensure that there are adequate funds available to make the designations to these two funds after the completion of each calendar year.
   iii. The portion of the fund balance on December 31, 2001 that represents the amount of new equipment purchased in 2001 that exceeds the $60,000 taken from the Tri-County Recycling Fund for equipment purchases shall belong to Murray County, but shall be left in the fund balance for Cash Flow.
   iv. All or part of the building rental, which is Murray County income, may be left in the fund for cash flow.

4 Distribution of Funds in the event of a change in participants or dissolution of Tri-County Recycling.

a. Should either Cottonwood or Pipestone County elect not to continue their contract.
   i. The county or counties that dropped would be entitled to their portion of the balance in the fund designated for Processing Charges per Ton Adjustment and the fund designated for Equipment Purchases.
   ii. Should any county drop from the program while a contract is in force, they shall forfeit their equity position in both of the above fund balances.

b. Should Tri-County Recycling be permanently shut down
   i. The balance designated for Processing Charges per Ton Adjustment
      1. The balance shall be distributed among the three counties based on their portion of the tons delivered.
   ii. The balance designated for Equipment Purchases
      1. Major equipment shall be sold and the proceeds added to the balance designated for Equipment Purchases.
      2. Any funds remaining shall be distributed to the three counties on the same basis as the funds designated for Processing Charges per Ton Adjustment.
      3. The building and other assets would remain the property of Murray County.
Memorandum of Understanding
Between
Murray County, Cottonwood County and Pipestone County

Murray County

William J. Bauer
Chairman of Murray County Commissioners
Date: 6-18-02

Cottonwood County

Marlowe D. Ilene
Chairman of Cottonwood County Commissioners
Date: 3-19-02

Pipestone County

[Signature]
Chairman of Pipestone County Commissioners
Date: 5/14/02
MURRAY COUNTY RECYCLING CENTER

TRI-COUNTY RECYCLING AGREEMENT

Murray County will enter into an agreement with Pipestone County for the purpose of processing recyclable materials at the Murray County Recycling Center. The terms of the agreement will be as follows:

1. The contract will be in effect from January 1, 2014 until December 31, 2018.

2. Pipestone County will be billed $50 per ton of recyclable processed on a monthly basis.

3. A monthly summary of recyclables processed will be provided.

4. All terms of the Memorandum of Understanding will be maintained.

5. Murray County will not include administrative costs associated with the Murray County Recycling Center in the budget. These costs will be off-set by transportation costs incurred by Pipestone County.

6. The following recyclable materials that are collected through a contract with Pipestone County shall be processed and marketed through the Murray County Recycling Center. These materials will be separated according to the processing availability of the Murray County Recycling facility.
   a) All cardboard;
   b) All newspaper;
   c) All magazines;
   d) All tin cans and aluminum commingled;
   e) All plastic #1 through #5 containers
   f) All glass sorted by the colors of clear, brown, and green;
   g) Other materials that Murray County is able to find a market for unless other arrangements are made.

7. On an annual basis, if there is a refund, Pipestone’s portion of the refund will be allocated back to Pipestone County within the first 90 days of the calendar year.

8. Pipestone County will be given a financial report every 6 months.

9. Pipestone County will be given an annual report prior to April 1 of the following year.

10. On an annual basis Murray County will charge Tri-County $7,008 for rent of the facility.

11. Any shortfalls in an annual budget will be covered from the established reserves. If the reserves are depleted Pipestone County would be charged their portion of the shortfall in that given year.
This Contract made and entered into this ___ day of ____________, 2008, by and between the County of Murray, a governmental subdivision of the State of Minnesota, hereinafter referred to as County, and ______________________, hereinafter referred to as Contractor, witnesseth:

1. That County desires to have Contractor pick up materials collected at recycling collection sheds, which can be found in the following locations in Murray County, and haul the materials to the recycling center located in the City of Slayton:

   Currie
   Hadley
   Iona
   Avoca
   Dovray
   Lake Wilson
   Chandler
   Fulda
   Lake Shetek – Marsh’s Landing
   Lake Sarah – Murray County Park – East Side

2. That Contractor agrees to pick up, clean the shed, remove all waste and haul all materials
collected at the above listed recycling shed locations in the County of Murray, to the recycling center located in the City of Slayton at the following charges per trip:

Currie-Two Times A Week -
Hadley-Every Other Week -
Iona-Weekly -
Avoca-Weekly -
Dovray-Every Other Week -
Lake Wilson-Two Times A Week -
Chandler-Two Times A Week -
Fulda-Four Times A Week -
Fulda Cardboard shed-Every Other Week -
Lake Shetek-Every Other Week Nov. - April -
   - Weekly May – Oct. -
Lake Sarah-Every Other Week Nov. - April -
   - Weekly May – Oct. -

There will be no charge for materials picked up in the City of Slayton and hauled to the recycling center.

3. That this contract is made and entered into for the months of January 1, 2009 through December 31, 2010.

4. That the parties intend that an independent contractor-employer relationship will be created by this contract. County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of County for any purpose, and the employees of Contractor are not entitled to any of the benefits that County provides for County employees. It is understood that County does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar service with others while he is under contract with County.

5. That the work to be performed under this contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. Contractor will carry, for the duration of this contract, public liability insurance in an amount acceptable to County. Contractor agrees to indemnify County for any and all liability or loss arising in any way out of the performance of this contract.

In witness whereof, the parties have executed this agreement at Slayton, Minnesota.

COUNTY OF MURRAY

By_____________________________________________
   Its Chairman of County Board of Commissioners
ATTEST:

______________________________
Heidi Winter
AUDITOR / TREASURER

By_____________________________________________
Contractor

This is the last contract that Murray County had with Schaap Sanitation. After this one, the Murray County Board of Commissioners decided to do one more year at the same price that was quoted the year before; there after Schaap Sanitation presented at the Murray County Board that they would accept a standard cost of living adjustment and the Murray County Board agreed, until it became necessary to change.
AGREEMENT FOR RECYCLING

THIS AGREEMENT made and entered into this 1st day of January, 2012, between the County of Nobles, a political subdivision of the State of Minnesota, hereinafter referred to as County, and Schaap Sanitation, Inc., a Minnesota Corporation, hereinafter referred to as Schaap;

a. The County wishes to promote, implement, and initiate, a program for recycling of recyclable materials. The purpose of this program is to reduce the amount of waste that is being disposed of in the sanitary landfill servicing Nobles County.

b. The Nobles County Board of Commissioners believes it is in the public interest to continue a county wide recycling program.

c. Schaap is engaged in the business of solid waste collection and disposal and has contracts with the cities within the County.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the parties do hereby agree as follows:

1. Schaap shall provide regular scheduled pickups of recyclable material in all of the communities and townships of Nobles County for their rural, residential, and business recycling programs.

2. Schaap shall furnish the building where the recyclable work can be stored, sorted, and processed. Schaap shall also furnish an area at said building, and other Drop-Offs, where residents may drop off recyclable material. The County also hereby certifies that the building where the recyclable material is processed is the official County redemption center for recyclable material. Recyclable materials are those listed in number 12 of this contract.

3. Schaap shall abide by all state and local regulations regarding exterior storage and screening of said recyclable material at said building or buildings.

4. Schaap shall provide adequate publicity at least three times per year in the county’s official paper for all of Nobles County recycling programs as to the time and location of the pickups and also the times when residents can drop off recyclable material at the drop-off facilities in paragraph 2 above.

5. Schaap shall provide general liability and auto liability insurance in the amount of not less than $2,000,000.00, aggregate, $1,000,000 each occurrence. Schaap shall also provide Worker’s Compensation in the amount of not less than $100,000 bodily injury each accident, $100,000 bodily injury by disease and $500,000 bodily injury by disease policy limit. Certificate of Insurance with Nobles County as an additional insured shall be provided annually.
6. Schaap shall be considered as an independent contractor for the purpose of this Agreement and not an employee of Nobles County.

7. Schaap shall not assign any interest in this Agreement without first getting written permission from the Nobles County Board of Commissioners.

Indemnification

8. Any and all claims that arise or may arise against Contractor, its agents, servants or employees while engaged in the performance of the Contract shall in no way be obligation or responsibility of the County. Contractor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees which the County, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Contractor, its agents, servants, or employees, in the execution, performance, or failure to adequately perform Contractor’s obligations pursuant to this Contract.

9. The household and business recycling containers will be available through Schaap Sanitation, and the County shall have no obligation to pay for said containers.

10. In the event that Schaap fails to perform the conditions under this Agreement, this Agreement may be terminated, at the County’s sole discretion; by giving Schaap a notice of the County’s intention to terminate said Agreement within 90 days of the date of said Notice.

11. Recyclable material does not include any hazardous waste or otherwise recyclable materials which are impregnated with, or polluted with, any hazardous waste. Recyclable material also does not include automobiles, automobile parts, tires, or window glass.

12. Recyclable material which qualify for County subsidy under this contract include:

   a. Newspaper and corrugated boxes and office paper
   b. Plastic bottles and containers
   c. Glass bottles and jars
   d. Bi-metal tin containers
   e. Books, magazines, mailings
   f. Industrial shrink wrap and vinyl siding
   g. And any other item designated as a Recyclable Item by Resolution passed by County Board and agreed upon by Schaap.

13. This Agreement shall run for sixty (60) months, from January 1, 2012, to December 31, 2016.

Terms of Payment:
14. The County and Schaap will meet in December, of each year, to discuss this contract and any possible amendments.

15. Schaap shall maintain sufficient records on the quantities collected from each of the Residential, Business, and Rural Recycling Programs to allow the County Representative to verify compliance with the terms and conditions of this Agreement. Schaap shall weigh each load of recyclables collected in Nobles County at a certified public scale. The weight tickets and the appropriate form (Appendix A) shall be used in reporting collected tonnage and submitted to the County on a monthly basis. Schaap shall also provide records on each item of recyclables sold.

16. The County shall pay to Schaap on a monthly basis, at the rate of $43.00 per ton for recyclables that are removed from the Nobles County Solid Waste stream. Any amount above 4,000 tons will be paid at the rate of $47.00. In no event will the County be responsible for paying for over 4,600 tons in one year. Schaap shall not be paid for any aluminum that is picked up. This subsidy shall apply only to that recyclable material which is listed in number 12 of this agreement and are generated within Nobles County.

Schaap Sanitation, Inc.

By:

Nobles County

By:

STATE OF MINNESOTA
COUNTY OF NOBLES

On this ___ day of ________, 200__, before me, said County and State, personally appeared _________________________ described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.
# APPENDIX A

Month/Year ___________________  RECYCLING SUBSIDY FORM

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<tr>
<th>TOWN &amp; CITY</th>
<th>C.C BOX</th>
<th>ONP. &amp; OP</th>
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<tbody>
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<td>Drop off/Recycling</td>
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<td>Recycling Center</td>
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<td>TOTALS</td>
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Co-mingle  
CC Box 
ONP-Newspaper  
OP-Office Paper 
Magazine/catalog 
TOTALS

Dated: _______________________

BY: _______________________

Appendix A
Contract for Pick-up and Disposal of Recyclable Materials
Within Pipestone County

This Agreement is between Pipestone County and Van Dyke Sanitation, hereinafter known as Contractor, for the collection and disposal of recyclable materials in Pipestone County.

1. Van Dyke Sanitation’s Obligations Include:
   Haul recyclable materials to the Murray County Recycling Center as stipulated in the Tri-County Agreement.

   All recycling sheds shall be kept free of garbage.

   Allow other businesses and other local garbage haulers to schedule times to drop off recyclables that meet the stipulations of the Tri-County agreement.

   Security and Liability:
   The following indemnification and insurance clause shall be met. Any and all claims that arise or may arise on behalf of Contractor, its agents, servants or employees as a consequence of any act or omission on the part of Contractor or its agents, servants, employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. Contractor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of Contractor, its agents servants or employees, in the execution, performance, or failure to adequately perform contractor’s obligations pursuant to this contract. In order to protect itself and to protect the County under this indemnity provision, Contractor shall, at Contractor’s expense, procure and maintain liability insurance in the minimum amount of not less than $500,000.00 per occurrence for bodily injuries and $1,500,000.00 per occurrence for property damage; automobile liability insurance in the minimum amount of $500,000.00 per claimant and $1,500,000.00 per occurrence, $1,000,000.00 per claimant and $3,000,000.00 per occurrence when the claim arises out of the release or threatened release of a hazardous substance; and worker’s compensation insurance for all employees as provided by statute. If during the term of this contract, the County’s maximum statutory tort liability is increased by an amendment to the law, the insurance coverage herein shall be increased accordingly. Contractor shall provide certificates of insurance as proof that policies of insurance as required herein are in full force and effect.

2. Pipestone County’s Obligations Include:
   Pay the tipping fee charged by Murray County for the operation of the Tri-County Recycling Facility.

   Work with educating the people in Pipestone County on proper recycling habits.

   Maintain sheds and/or disposal containers provide site maintenance in cooperation with various municipalities, and retain liability insurance.

3. Indemnification Specific to Recycle Shed/Roll Off Locations Within Pipestone County
   Any and all claims, specific to Recycle Shed/Roll Off Locations within Pipestone County that arise or may arise that is not as a consequence of any act or omission on the part of Contractor its agents, servants or employees or the County, the Contractor, its agents, servants or employees and the County shall indemnify, defend and hold harmless the other party of this Agreement.
4. Service to be provided by Van Dyke Sanitation:
   Residential curbside recycling pick up will be in the cities of Pipestone, Edgerton, Jasper, and Ruthten every other week.
   The schedule for recyclable material collection shall coincide with the regular solid waste collection of these cities.
   (Currently the schedule is West of Hiawatha Avenue on Tuesday and East of Hiawatha Avenue on Wednesday including Hiawatha Avenue in Pipestone, Monday in Ruthten, Tuesday in Edgerton and Thursday in Jasper.) Pick up nine drop off recycling shed and roll off locations within Pipestone County. The use each shed receives varies throughout the county. This contract considers the sheds to be cleaned properly, and any garbage deposited shall also be removed and properly disposed.

<table>
<thead>
<tr>
<th>Pipestone</th>
<th>Edgerton</th>
<th>Hatfield</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holland</td>
<td>Ihlen</td>
<td>Jasper</td>
</tr>
<tr>
<td>Ruthten</td>
<td>Trosky</td>
<td>Woodstock</td>
</tr>
</tbody>
</table>

5. Total Annual Contract:
   Monthly Cost: $8,854.65  Yearly Cost: $106,255.80

6. Total Contract:
   Five Year Cost: $531,279.00

7. Term and Termination
   The term of this contract shall be January 1, 2014 to December 31, 2018. Both parties may renegotiate or modify this or another contract by mutual agreement prior to the expiration date. This Contract is non-transferable.

FOR PIPESTONE COUNTY:  FOR VAN DYKE SANITATION:

_________________________  __________________________
Harold (Butch) Miller      Norm Van Dyke
Chairman, Board of Commissioners  President, Van Dyke Sanitation

_________________________
Sharon Hanson
County Administrator
REQUEST FOR PROPOSALS FOR COLLECTION AND TRANSPORTATION OF SORTED RECYCLABLES IN THE COUNTY OF REDWOOD, STATE OF MINNESOTA.

1. PURPOSE GENERAL CONDITIONS
This Request for Proposals (RFP) is being issued on behalf of the Redwood County Board of Commissioners, Redwood County, Minnesota (hereinafter designated as the "County") to identify and select a firm to operate a recyclable collection and transportation program from County-owned recycling drop-off locations and to collect, and transport recyclable materials from curbside programs and participating businesses throughout Redwood County, Minnesota.

After receipt of proposals, the County will negotiate final terms and conditions of the contract with the bidder providing the most advantageous bid in terms of collection and transporting recyclables in the most cost-effective manner.

The County reserves the right to reject any or all submitted bids.

The recyclable materials to be included in the collection are:
1. Newsprint
2. Plastics (#1, #2, #3, #4, #5)
3. Glass: three colors (clear, brown, green)
4. Aluminum
5. Metal (tin & steel) food cans
6. Corrugated cardboard
7. Office papers
8. All printed material including but not limited to magazines, paperback books, phone books, catalogs, etc.
9. Other recyclable materials as designated by the County

See Appendix B for a sample of the accepted materials and preparation instructions.

2. PROPOSAL ELEMENTS
   2.1 Curbside
County residents provided curbside service shall deposit sorted recyclables into the containers furnished by the County and place the containers out for curbside collection on the designated date. Bidder will follow established route and schedule as determined by the County. Curbside collection includes single family dwellings and multifamily housing units. All recyclables shall be picked up and placed in a collection vehicle to insure product separation. Curbside recycling frequency as determined by the County is currently on a bi-weekly schedule. (See attached sample schedule) Appendix A

Curbside single family and multifamily housing unit recycling routes will begin no earlier than 8:00 AM on the scheduled day of collection and will be completed no later than 6:00 PM, unless extenuating circumstances warrant a change. Any variation in this schedule will be agreed upon by the County and the contractor.

   2.2 Commercial / Industrial collection
The successful bidder will collect all commercial / industrial recyclables from County businesses that request such service. The bidder will collect
said materials that have been prepared in a manner similar to that described for single family and multifamily housing units. The successful bidder will provide appropriately sized containers for commercial / industrial recycling collection at minimal cost to the customer. The contractor will not be required to provide recycling collection container capacity greater than the customer’s garbage collection container size. For example, a customer with a one and one half cubic yard garbage container would be provided up to one and one half cubic yards of recycling container capacity. Any additional recycling may be fee based as negotiated between that customer and the contractor.

Any recycling containers provided by the contractor must be prominently marked with identifying labels that distinguish the contents from containers used for garbage. If the customer chooses to purchase recycling containers, they will remain the property of the customer.

Commercial / industrial recyclables collection shall be offered at a frequency agreed upon by the customer and the contractor. This collection should be scheduled on a consistent day and as close to a consistent time as possible to minimize customer confusion. Wherever possible, commercial / industrial recycling collection will take place on the same day as the scheduled curbside residential route for that area. For example, if a business in the town of Morgan has a small amount of recycling set out on the day that Morgan is to be picked up, the contractor will make a stop at that business to perform this collection. If the amount of recyclables set out by this particular business is of a capacity that would hinder the successful completion of the residential route, the contractor will make other arrangements with this business to pick the material up at another time. The contractor will collect the recyclables in a location convenient to both parties and the empty container will be replaced in the same location after emptying.

If a commercial / industrial customer chooses to use their own containers for recycling, they must be compatible with the contractor’s collection vehicle and the County’s processing equipment. The contractor will not be required to pick up recyclables that have been contaminated by non recyclables or commingled in a manner deemed not acceptable by the County. The responsibility to maintain a clean recycling stream is the initial responsibility of the commercial / industrial customer.

At no time will the contractor be permitted to landfill properly separated recyclable materials.

Commercial / industrial recyclable collection routes will begin no earlier than 6:00 AM on the scheduled day of collection and will be completed by no later than 8:00 PM unless extenuating circumstances exist, or the commercial / industrial route is within one block of a residential area. If the route is within one block of a residential area, the hours of residential collection will apply.

A list of the business currently participating in the recycling program and the location of these businesses will be found in appendix C of this document. The contractor will make a reasonable effort to continue recycling services to these listed businesses and encourage other businesses within the County to recycle. The list in appendix C is subject to change and may not be considered an exhaustive inventory of participating businesses. If any
business contacts the County or the contractor to have recyclables picked up, the two parties will discuss each request to determine if the materials are recyclable, and determine the best schedule and means for collection.

### 2.3 Drop Sheds

The successful bidder will collect recyclable materials from all County owned drop sheds listed below. The contractor will stock the sheds with suitable containers designed to hold a minimum of 55 gallons per container. These containers should be designed to minimize breakage, maintain separation, and minimize possible strain or injury to the parties loading and unloading the sheds. The containers must be clearly marked as to the recyclable commodity that is to be placed in them, and a sufficient number of containers must be placed in the sheds. The containers remain the property of the contractor and the responsibility of the contractor to clean, maintain and replace when necessary.

The sheds themselves remain the property of the County, and the County will be responsible for the maintenance and upkeep of said sheds unless contractor negligence is a factor. The County reserves the right to move or relocate any of the recycling sheds, and will inform the selected contractor of the location change in a timely manner.

In order to maintain clean recycling drop sheds, the following is the minimum collection frequency that is required unless otherwise mutually agreed upon between the bidder and the County. The bidder shall be responsible for the adjustments to the collection frequency as shall be necessary to maintain clean recycling sheds:

<table>
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<tr>
<th>Collection Point</th>
<th>Collection Frequency</th>
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<tr>
<td>Belview Recycling Shed</td>
<td>Once per week</td>
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<tr>
<td>Clements Recycling Shed</td>
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<td>Lamberton Recycling Shed</td>
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<td>Milroy Recycling Shed</td>
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<td>Morgan Recycling Shed</td>
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<td>Wanda Recycling Shed</td>
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<td>Vesta Recycling Shed</td>
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<td>Wabasso Recycling Shed</td>
<td>Once per week</td>
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<tr>
<td>Walnut Grove Recycling Shed</td>
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Any garbage deposited in the recycling drop sheds will be removed by the contractor and disposed of at the expense of the contractor. The contractor may take appropriate action to identify the individual or individuals responsible for the dumping of garbage in the sheds and report this information to the County recycling coordinator for possible legal action. The County reserves the right to prosecute individuals for illegal dumping as per Minnesota state statute # 609.68.

### 2.4 Restaurants, Night Clubs, bars and other drinking establishments.

The successful bidder shall provide collection service to all restaurants, night clubs, bars and drinking establishments within Redwood County that wish to have a "Bar Glass" collection system at their place of business. The minimum collection frequency shall be mutually agreed upon by the bidder and the County. The bidder shall be responsible for any adjustments to the collection frequency in order to maintain a reasonable or seasonal material flow.
Any barrels, totes, or carts placed for bar glass collection will remain the responsibility and property of the contractor.

The successful bidder will provide all personnel equipment, motor vehicles, trailers, or other vehicles used for collection and transportation of the recyclables. Collection vehicles must be compatible with delivery to the Redwood County Recycling Center.

A list of the business currently participating in the bar glass recycling program and the location of these businesses will be found in appendix D of this document. The contractor will make a reasonable effort to continue recycling services to these listed establishments and encourage other restaurants, night clubs, bars, and drinking establishments within the County to recycle. The list in appendix D is subject to change and may not be considered an exhaustive inventory of participating businesses. If any business contacts the County or the contractor to have bar glass picked up, the two parties will discuss each request and determine the best schedule and means for collection.

2.5 Additional tasks to be performed by the contractor.
From time to time, the successful bidder may be asked to pick up extra recyclables generated by a business, public entity, club or organization from special events or functions. (This may include, but is not limited to city celebrations, the County fair, or other events such as fundraisers or benefits.) Upon approval from the County, the contractor shall make every reasonable effort to pick up and deliver said materials to the County facility. If the material pickup cannot be arranged to be completed during the normal recycling route, the contractor will make arrangements to collect the materials as soon as possible.

The frequency of this service will vary from time to time, and may be performed as little as one or two times per calendar year, to as many as five or six times per year. The County maintains a special event recycling trailer, and will continue to utilize this means of recycling as often as possible. The contractor will not be responsible for hauling, delivery, placement or processing of materials from the County owned special event recycling trailer.

2.6 Hauling of glass roll off containers
The contractor may be asked to provide hauling service to a glass recycling market from the recycling center. The county owns three, 20 yard roll off containers for the purpose of collecting glass. (Clear, Green, and Brown) The contractor will make a reasonable effort to haul these containers to market as requested by the County. The contractor will agree to haul these containers for a separate fee to be determined and agreed upon by the contractor and the County. The County reserves the right to collect all of the revenue generated from the sale of this material. The contractor will bill the County for this additional service, and include said service fee on the monthly itemized bill.

3. TRANSPORTATION AND DELIVERY
All recyclable materials shall be separated as required and delivered to the County recycling facility by the successful bidder. As per MN State Statute # 115A.95, at no time will sorted recyclables be allowed to be disposed of in
the trash or landfill. All costs, insurance, and liabilities for the delivery of the recyclables shall be assumed by the successful bidder.

All recyclable materials shall be transported from all locations specified; curbside, drop sheds, participating businesses, and “bar glass” routes. Materials shall be transported to the Redwood County Recycling Center located approximately 1 ½ miles east of Redwood Falls Minnesota.

The frequency of bulk hauling of the recyclables shall be based upon the volume of the containers proposed by the bidder, but in any case shall be hauled and emptied on a timely basis to allow sufficient storage within the containers at all times.

Redwood County will not be responsible for any required separation of recyclable materials within the transport containers. The County will work with the successful bidder to facilitate any desired separation to the best of it’s ability. The successful bidder agrees that the proposed recyclable collection program will in no way conflict with regular solid waste collection activities already in place in Redwood County.

4. SERVICE TO COUNTY RECYCLING CENTER
The contractor shall provide weekly garbage collection service to the County recycling facility at no charge to the County. The County owns three dumpsters which will be emptied on a regular basis (the same day every week) or more often as seasonal needs arise. The County will make every effort to keep garbage generation to a minimum while maintaining a high level of recyclable material quality. The contractor will make a reasonable effort to leave contaminated materials at the curb in order to cut down on the amount of garbage that must be disposed of at the contractor’s expense.

5. ALTERNATIVE PROPOSALS
The contractor may provide alternate proposals for the collection of recyclables generated from the rural areas. For example, the contractor may wish to place recycling drop trailers or drop boxes at the sites currently being served by County owned drop sheds. If the bidder wishes to use drop containers, they must be placed in locations agreed upon by the County and the contractor, must be sufficiently marked as to the materials that are to be placed in the containers, and must be in good condition. The containers must be clearly marked with the contractors name and a phone number to call when the trailer or box is full. The contractor will remove and replace the full container within 48 hours of notification by the County. The contractor must make every reasonable effort to clean and maintain the containers and control the litter or debris around the area. It will remain the responsibility of the contractor to haul the container to the County recycling center when it is full, and return it to its designated place after emptying. The contractor will describe in detail the containers to be used, including the overall size, the total number of compartments, the capacity of each compartment, the total capacity of the unit itself, and the method of transportation used. (Standard trailer, gooseneck, or roll off truck) Any method of transportation and unloading must be compatible with the processing system currently in place at the County recycling facility.

6. FAILURE TO PERFORM, LIQUIDATED DAMAGES, INCENTIVES
   6.1 Expectations
The County expects high levels of customer service and recycling collection. Performance failures shall be discouraged, to the extent possible, through liquidated damages for certain infractions and through contract default for more serious lapses in service. The contractor may be subject to liquidated damages in the form of deductions from the monthly service fee. The County wishes to maintain a clean recycling stream uncontaminated by refuse, non recyclable items or cross contamination. (Intentional or unintentional commingling of otherwise recyclable products) If the contractor fails to maintain the proper separation of recyclable materials, the County will notify the contractor of this violation in writing. If the contractor does not take the necessary steps to remedy this situation or if the situation is repeated two times in 30 days, the County will deduct $50.00 (fifty dollars) for every yard of material that is contaminated or is subject to additional sorting or processing. The County will notify the contractor in writing of its intent to deduct a monetary amount from the monthly payment for services.

The County realizes and acknowledges the difficulty in anticipating actual damages or additional time required to re-sort commingled recyclables. The County will use its best judgment and past experience to determine the level of contamination or commingling, and to deduct the above mentioned monetary amount only when loads are observed with a significant amount of contamination. A significant amount of contamination or commingling is defined as a container with greater than 35 items that are either in the wrong container or are items that are considered non-recyclable.

6.2 Actions or Omissions
The actions or omissions listed below will trigger the same written notification and monetary deduction as listed above. If any of the following conditions are observed and repeated two times in the same 30 day period, the county will deduct $50.00 for each and every incident. This action could be triggered by, but not limited to situations as indicated below.

A. Collection before or after the times designated in section 2.1 and 2.2
B. Repetition of complaints on a route, such as failure to replace containers, spilling, not closing gates, not disposing of trash or similar complaints
C. Leakage from contractor vehicles
D. Failure to collect missed materials within one day after notification
E. Missed collection of blocks or parts of blocks during curbside collection
F. Placement of recyclables in garbage containers
G. Rejection of recyclables without providing documentation to the customers as to the reason for rejection
H. Failure to deliver carts, containers or drop boxes within 48 hours of request to commercial / industrial customers or rural drop site locations
I. Failure to maintain clean and sanitary containers, vehicles, or drop sheds
J. Failure to deliver instructional / promotional materials as agreed upon by the County and the contractor
K. Failure to deliver all sorted recyclables to the County recycling facility
L. Failure to dispose of materials designated as garbage from the County recycling facility and the County owned drop sheds
M. The land filling of sorted recyclables
N. Any other material breach of the terms and conditions of the contract
Nothing in this section shall be construed as providing an exclusive list of the acts or omissions of the contractor that would be considered triggers for monetary deductions. The contractor and the County will work together to keep the incidents listed above, and the need for liquidated damages to a minimum.

The County and the contractor realize that it would be in both parties best interest to maintain a clean, non-contaminated recycling stream. If the materials being delivered into the County recycling center remain clean, sorted, and delivered in a manner ready for final processing for a period of 30 days, the contractor will receive a monetary reward in the amount of $100.00 (one hundred dollars). The decision to award part or all of the reward to the route drivers would be the decision of the contractor.

7. BIDDER REQUIREMENTS

Bidders will be required to maintain a local presence to perform customer service, including answering telephone calls and e-mails, providing information on services, establishing customer accounts and providing appropriate customer support. The bidder will be responsible for all start up costs, equipment, wages, operation and maintenance costs, personal protective equipment for its employees and insurance for vehicles and workers. The bidder will provide an operation and maintenance facility to house and service collection equipment, and acquire all necessary land use, building, operating, and business permits and licenses required by County ordinance.

Bidders shall be required to apply for and receive a Solid Waste/Recyclables Hauler Permit from the County and pay all applicable fees prior to commencement of the transportation contract (if they have not already done so). For more information contact the Redwood County Environmental Office at 507-637-4023.

Bidders shall fully describe the methods and equipment to be used to perform the proposed program of transportation of recyclables and include this description with their submitted bid. Photographs of the equipment to be used in the collection process would be helpful.

Bidders shall also provide a brief description of their experience, present activities and capabilities as they relate to this project.

8. FINANCIAL CAPABILITIES

The successful bidder shall be required to furnish a contractors bond meeting the requirements of MN Statutes 574.26. The penalty of such bond shall be not less than or 5% of the bid. The bond shall stay in effect throughout the contract period.

As required by law, Workers Compensation and Unemployment insurance shall be provided by the successful bidder.

The successful bidder will be required to indemnify and hold the County harmless against all liability, losses, costs, damage and expenses (including attorneys fees and all other expenses of litigation) arising from any claims, actions and suits from or relating to any omissions and negligence of the successful bidder, its agents or employees.

Comprehensive general liability insurance, insuring against liability imposed by law for bodily injury or death, in the minimum sum of $200,000.00 for any...
one person and in the minimum sum of $600,000.00 for two or more persons from
the same occurrence and for damage of property in the minimum sum of
$300,000.00. The County of Redwood shall be named as co-insured on said
policy for incidence arising out of the performance of this agreement, which
shall provide that the coverage may not be terminated or changed by the
insurer except upon ten days written notice to the County Auditor.

Prior to the commencement of the contract, the bidder shall furnish to the
County, certificates of copies of these policies of insurance showing that
such insurance is in force. Compliance by the bidder with the foregoing
requirements to carry insurance and furnish certificates thereof shall not
relieve the bidder from liability assumed under any provisions of this
contract.

9. FINANCIAL OWNERSHIP
Each respondent must provide a list of the executive officer of the firm, the
firm's parent company, if any, and if a partnership, the name of each
partner.

10. INTERPRETATION
Every request for interpretation or clarification of any item in this RFP or
any other correspondence shall be addressed to the Redwood County
Environmental Office of Redwood County representing the Redwood County Board
of Commissioners at the address below:

    Jon Mitchell
    Redwood County Environmental Office
    P.O. Box #130
    Redwood Falls, MN 56283
    Telephone: 507-637-4023

Bids for the collection and transportation of sorted recyclables must be
received before the end of the business day on Monday, June 12th, 2006. The
County will open and review these bids at 11:00 AM on Tuesday, June 13th,
2006, at the Redwood County Courthouse, third floor commissioner’s room.

The County intends to select a firm for this project within 60 days of
receipt of bids, with commencement of a contract agreement to occur no later
than November 1st 2006. Bidders shall submit a bid proposal for an original
basic contract of 3 years, two months, running from November 1st 2006 through
December 31st 2009, with an option for a two year renewal.

The County reserves the right to select a firm based upon the relevant
information submitted.

The County further reserves the right to reject any and all proposals for any
reason. In addition, the County shall not be liable for the costs or expenses
which any firm may incur in submitting a response to this Request for
Proposal.

Final Draft
4/11/06
## Redwood County Recycling
### Request for Proposal
### Appendix D   Bar Glass Recycling Program

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<th>City of Morgan</th>
<th>City of Wabasso</th>
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<tr>
<td>Seaforth Tavern</td>
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<td>American Legion</td>
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<td>Le Delhi</td>
<td>Municipal Liquor</td>
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<td>American Legion</td>
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<td>VFW</td>
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<td>Valley Supper Club</td>
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# Redwood County Recycling - Request for Proposal
## Appendix C  Commercial / Industrial Recycling

<table>
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<th>BELVIEW Business Name</th>
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<th>Redwood Falls Business Name</th>
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<td>Anderson Electric</td>
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<td>Ace Hardware</td>
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<td>Belview Learning Center</td>
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<td>Affiliated Comm Medical Center</td>
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<td>Belview Liquor Store</td>
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<td>Affiliated Financial Services</td>
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<td>Assemblies of God Church</td>
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<td>Grace Lutheran Church</td>
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<td>Bottle Shop</td>
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<td>Casey's General Stores, Inc.</td>
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<td>Chumly's Burger &amp; Brew</td>
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<td>Great Plains Natural Gas Co.</td>
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<td>H &amp; L Printing Services</td>
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<td>Lamberton Handi-Mart</td>
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<td>Lamberton Heating &amp; Plumbing</td>
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<td>Valley View Apartments, Inc.</td>
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<td>Lucan Maintenance Department</td>
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<td>U.S. Post Office of Lucan</td>
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<td><strong>MILROY</strong> Business Name</td>
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<td>ET Heating &amp; Cooling</td>
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<td>Jenniges Collision &amp; Glass</td>
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<td>Ken's Plumbing &amp; Heating</td>
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<td>Milroy Elementary School</td>
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<td>Miroy Fire Department</td>
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<td>Oasis Bar</td>
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<td>Shop</td>
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<td>U.S. Post Office of Milroy</td>
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<td><strong>MORGAN</strong> Business Name</td>
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<td>B &amp; L Industries</td>
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<td>Becker's Super Valu</td>
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<td>Cedar Mountain High School</td>
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<td>City &amp; Country Tavern, LLC</td>
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<td>Dick's Sport Center</td>
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<td>Farmers &amp; Merchants State Bank</td>
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<tr>
<td>Front Street Bar &amp; Grill</td>
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<tr>
<td>Gil-mor Manor Nursing Home</td>
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<tr>
<td>Harvestland Cooperative</td>
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<td>Jeff's Garage</td>
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<td>Kerkhoff Plumbing &amp; Heating</td>
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<td>M &amp; M Computers</td>
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<td>Morgan City Clerk</td>
<td>Morgan</td>
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<td>Morgan Grain &amp; Feed</td>
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<td>Zinniel Electric Company</td>
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<td><strong>Revere</strong> Business Name</td>
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<td>Revere Milling Inc</td>
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<td>Revere US Post Office</td>
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<td><strong>Sanborn</strong> Business Name</td>
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SWRSWC Solid Waste Management Plan, Appendix B Contracts and Agreements Page | 156
This list is not to be considered a complete documentation of all businesses within Redwood County that currently participate in recycling collection. As this RFP states in section 2.2, the successful bidder will collect all commercial / industrial recyclables from county businesses that

| Amoco Food Shop | Sanborn | The Liquor Lodge | Redwood Falls |
| Central Publications, Inc. | Sanborn | Thiel's Body Shop | Redwood Falls |
| City of Sanborn | Sanborn | United Methodist Church | Redwood Falls |
| Dairy Queen | Sanborn | Uptown Auto Care | Redwood Falls |
| First Security Bank | Sanborn | Valley Supper Club | Redwood Falls |
| Fox Brothers International | Sanborn | Walz Law Office | Redwood Falls |
| Gramstad Lumber Company | Sanborn | Warrior Mfg., LLC | Redwood Falls |
| Robin's Corner Salon | Sanborn | Western Comm. Action Thrift Store | Redwood Falls |
| Sanborn American Legion | Sanborn | Wood Dale Nursing Home | Redwood Falls |
| **Seaforth Business Name** | **City** | **Wabasso Business Name** | **City** |
| Seaforth Tavern | Seaforth | Baune Plumbing & Heating | Wabasso |
| **Walnut Grove Business Name** | **City** | Baune's Café & Catering | Wabasso |
| American Legion | Walnut G. | Cenex Farmer's Co-op Oil | Wabasso |
| Hoyt Oil & Convenience | Walnut G. | Dave's Body Shop | Wabasso |
| Integrity Bank Plus | Walnut G. | Diane's Countryside Curl | Wabasso |
| Liquor Store | Walnut G. | Goblirsch Motors | Wabasso |
| Steffen Electric | Walnut G. | Guetter Driving School | Wabasso |
| Walnut Grove City Clerk | Walnut G. | Hair Quarters | Wabasso |
| Walnut Grove Community Center | Walnut G. | Harvestland Cooperative | Wabasso |
| Walnut Grove High School | Walnut G. | Heritage Priarie Apartments | Wabasso |
| Walnut Grove Post Office | Walnut G. | Integrity Bank Plus of Wabasso | Wabasso |
| Walnut Grove Sales Barn Pavillion | Walnut G. | Johanneck Rockway | Wabasso |
| Walnut Grove Village Shop | Walnut G. | Kibble Equipment, Inc. | Wabasso |
| Wilder Museum | Walnut G. | Main Street Hairstylists | Wabasso |
| **Vesta Business Name** | **City** | Petals & Balloons on Main | Wabasso |
| Rick's Shop Supply | Vesta | Pitz Stop Bar & Grill | Wabasso |
| Vesta Municipal Liquor Store | Vesta | Redwood County Highway Dept. | Wabasso |
| Vesta Post Office | Vesta | Salfer's Food Center | Wabasso |
| **Wanda Business Name** | **City** | St. Anne's Elementary School | Wabasso |
| Groundswell | Wanda | St. Matthew Lutheran Church | Wabasso |
| Wanda Country Steak and Drink | Wanda | Wabasso Building Center | Wabasso |
| Wanda State Insurance Agency | Wanda | Wabasso Community Center Bar | Wabasso |
| Wabasso Diesel Service | Wabasso | Wabasso Post Office | Wabasso |
| Wabasso Public Library | Wabasso | Wabasso Public School | Wabasso |
| Wabasso Public Senior Dining | Wabasso | Wabasso Standard | Wabasso |

*** Notice to bidder ***
request such service. This list has been compiled to give the perspective bidder an idea of the number of businesses currently being serviced by recycling collection.

A large percentage of the above listed businesses do not require a special container for recycling collection. The vast majority have materials picked up during the course of a normal curbside recycling route. The materials collected are primarily cardboard and paper.

NOTICE TO BIDDER
REQUEST FOR PROPOSAL
S FOR THE COLLECTION AND TRANSPORTATION OF SORTED RECYCLABLES IN THE COUNTY OF REDWOOD, STATE OF MINNESOTA

Notice is hereby given that sealed bids will be received by the Redwood County Auditor, Redwood County Courthouse, 250 South Jefferson Street, Redwood Falls, MN 56283 until 4:30 P.M. on Monday, June 12, 2006.

Proposals will be opened and read publicly in the presence of the Redwood County Board of Commissioners in the Commissioners’ Room at the Redwood County Courthouse at 11:00 A.M. on Tuesday, June 13, 2006, receiving bids for the work listed below.

The bid requests are for the pickup of recyclables within all 15 Cities located in Redwood County. Components of the bid will involve curbside, restaurant and bar glass, business/commercial recycling, and drop shed collections. Contracts will begin on or before November 1, 2006, and run through December 31, 2009, with an option for a two year renewal.

The RFP, and bid forms for recyclables anticipated to be collected, and other pertinent information can be obtained at the Redwood County Environmental Office located in the Redwood County Courthouse, or by calling (507)637-4023.

Bids must be accompanied by a certified check or Bidders Bond made payable to the Redwood County Treasurer, for at least 5% (five per cent) of the amount of the highest bid.

The Board of County Commissioners reserves the right to reject any and/or all bids and to waive any irregularities.

/s/ Jon Mitchell
Jon Mitchell, Environmental Services Director
Redwood County, MN
REDWOOD COUNTY RECYCLING
BID FORM

Collection and transportation of Recyclable Material’s which include: Cardboard, Newspaper, Magazines, Glass (brown, clear, green) Plastic, (#’s 1-5 and PETE & HDPE) Steel and Aluminum.

Bid price per year $______________

Include 5% Contractors Bond

Multiply the yearly costs by 5% to calculate Contractors Bond

$$5\% \times \text{yearly costs} = $___________$$

Indicate how Contractors Bond will be covered. Certified Check ______ Bid Bond_____

Two copies of the proposal must be returned by:

Time: 4:30 P.M.
Date: June 12, 2006

To: Redwood County Environmental Office
Redwood County Courthouse
P.O. Box 130
250 South Jefferson Street
Redwood Falls, MN 56283

All questions can be addressed to the Redwood County Environmental Office at the address listed above or by calling (507) 637-4023.
### Redwood County Recycling - Request for Proposal

#### Appendix A  Sample Schedule - Curbside Program

#### Recycling Schedule

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#### February 2006

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#### March 2006

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#### April 2006

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### Call 507-644-2800

#### More Information

### **Notice to bidder**

This calendar is prepared by the County Recycling Coordinator and scheduled holidays are mutually agreed upon by both the County and the contractor.
Redwood County Recycling – Request for Proposal
Appendix B Recycling Flyer – Material Sort

Redwood County Recycling
HWY. 19 & 71 EAST • REDWOOD FALLS • 507-644-2800
HOURS: MONDAY - FRIDAY • 8:00 a.m. - 4:30 p.m.

Place your CLEAN AND DRY PLASTICS & GLASS (together), METALS (together) and NEWSPRINT, MAGAZINES, & OFFICE PAPER (separated) into the red recycling container. Place CORRUGATED CARDBOARD (separated) along side your container.

PLASTIC
- Any COLOR plastic container marked with this recyclable symbol and the number 1 thru 5 inside it.
- Discard lids and caps.
- WASH THOROUGHLY
- Labels do not have to be removed.
- Replace the caps on motor oil containers only.

DO NOT INCLUDE:
- Numbers 6 or 7.
- Plastic bags of any kind.
- Plastic paint cans.
- Containers with metal bands or tops.
- Styrofoam cups, dishes, meat trays, packing material or toys.
- Containers larger than 5 quarts.

CORRUGATED CARDBOARD
- Corrugated cardboard only.
- Break down and flatten.
- Cut down large pieces to 4’ square or less.

DO NOT INCLUDE:
- Pizza boxes, detergent boxes, waxed cardboard, cereal or food boxes, or beverage boxes.

NEWSPRINT
- Newspaper, ad slicks, inserts, and flyers are acceptable.
- If it comes with your newspaper, recycle it with newspaper.
- Place newsprint in paper bags or bundle and tie.

GLASS
- Clear, green, or brown glass that has contained a food or beverage is acceptable.
- Remove lids or caps.
- WASH THOROUGHLY - DO NOT BREAK
- Labels do not have to be removed.

DO NOT INCLUDE:
- Dishes and drinking glasses, light bulbs, window glass or mirrors, ceramics, flower vases, or casseroles.

MAGAZINES & CATALOGS
- Magazines such as "Time", "Life", etc., catalogs, auto traders, phone books, and glossy papers are acceptable.
- Place magazines and catalogs in a separate paper bag or bundle and tie.

METAL
- Beverage cans, pie tins, trays.
- Clean aluminum foil.
- WASH THOROUGHLY

STEEL FOOD CANS:
- Any food container or metal lid is acceptable.
- Remove label and flatten.
- WASH THOROUGHLY

AEROSOL AND PAINT CANS:
- Must be completely empty.
- Remove lids.

OFFICE PAPER & JUNK MAIL
- High grade papers such as typing paper, computer paper, copy paper, etc. are acceptable.
- Envelopes, colored paper and junk mail are also acceptable.
- If possible, separate white office paper from junk mail and colored papers.
- Place in smaller bags and bundle together.

DO NOT INCLUDE:
- Hardcover books, carbon paper, bubble pack envelopes, ream wrappers, wax coated paper, or construction paper.

* All recyclables must be placed in designated bins and placed at the curb by 8:00 a.m. on the day of scheduled pickup. Rural residents may take recyclables to the nearest drop shed or to the Recycling Center. Remember that this is a RECYCLING SERVICE - NOT A GARBAGE SERVICE.

PLEASE KEEP FOR FUTURE REFERENCE *
STATE OF MINNESOTA
COUNTY OF Renville County

SOLID WASTE RECYCLING PICK UP CONTRACT

This Agreement made and entered into by and between the County of Renville, hereinafter referred to as County, and West Central Sanitation, Inc., a Minnesota Corporation hereinafter referred to as Company is as follows:

Whereas, the County of Renville is desirous of contracting for solid waste removal in compliance with the requirements of Minnesota State Statute Chapter 115A, and West Central Sanitation, Inc. is desirous of performing said services, and;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The term of this contract shall be for 18 months beginning January 1, 2013 and ending June 30, 2014. Either party may terminate said contract at the end of one year by giving a 90-day written notice of their intention not to continue. The County shall evaluate the performance of the Company at the end of each six month period. If the performance is not satisfactory, the County may terminate said contract with 90 days written notice. The County may extend the contract on a month to month basis for an additional six months after June 30, 2014.

2. The Company shall furnish a performance bond in the amount of $25,000.00. This bond shall name Renville County as obligee, and shall be conditioned on the faithful performance of the obligations imposed by the terms of this contract.

3. The Company shall collect all such materials by curbside pickup in each of the ten cities in Renville County and approximately 60 residences at Lake Allie. This collection of materials shall continue on the same schedule as the current contract. Any changes in the pickup routes and the days of pickup shall be approved by the County and advertised by the Company in the weekly newspaper(s) and on the local access television channel(s) of the affected city(ies).

4. Any materials delivered to curbside for pickup that are not recyclable shall be left at curbside for other disposal. A sticker shall be attached to said material by the Company, explaining why the property was not taken. The appropriate stickers shall be furnished by the Company.

5. Nine (9) types of recyclable materials are to be collected curbside:
   a. Newspaper (including shiny newspaper ads)
   b. Container glass (labels can stay)
   c. Steel cans (labels can stay)
   d. Aluminum
   e. Catalogs and magazines
   f. #1 through #7 plastic – (labels can stay)
g. Paperboard (cereal boxes, etc.)

h. Miscellaneous mail (junk mail, envelopes, etc.)

i. Cardboard

6. **Drop off Recycling Program:** The Company shall provide drop off recycling containers in all 10 cities in Renville County, at the County Landfill, and at a site in Boon Lake Township. The following items will be collected:

   a. All nine (9) items collected by curbside program
   b. Office paper

Drop off containers may be used by individuals and local businesses.

The Company shall provide separate containers solely for cardboard and as many containers as necessary to assure available space.

The Company shall make a good faith attempt to make containers easy to access by elderly and handicapped individuals.

The drop off containers must be available at all times and shall be replaced or emptied when they are full regardless of frequency of service.

7. The Company shall be free to make other arrangements with local businesses, such as providing separate recycling containers at businesses with no additional compensation from the County.

8. The recyclable material collected pursuant to this agreement must be marketed and disposed of by the Company in accordance with applicable Minnesota law. The Company shall furnish to the County, on a quarterly basis, a report of all material marketed, which report shall contain the weight of each category of material marketed.

9. A report containing the total weight of all materials, as well as an estimate of the weights of each type of material collected by the Company under this contract, shall be furnished to the County on a monthly basis and shall be submitted to the County by the 10th day of the month following the collection of material.

10. The Company shall provide and maintain worker's compensation insurance and comprehensive general liability insurance in the minimum sum of $500,000.00 on one person and in the minimum sum of $1,000,000.00 for two or more persons for the same occurrence. Copies of these policies shall be furnished to the County.

11. The Company will not be allowed to assign the contract or any part thereof without permission of the County.

12. Complaints received by the County will be recorded and submitted to the Company. The Company is required to submit monthly reports of follow up action taken.
13. All disposable material picked up by the Company shall remain the sole property of the Company, and it shall be entitled to all rights and proceeds from the sale of said property. All such material shall be marketed or disposed of in accordance and in compliance with Minnesota State Statutes governing the same.

14. Residential curbside pickup shall begin on January 1, 2013 and this date shall be considered the first day of the year for this contract.

15. For the services rendered herein, the Company shall be paid by the County at the rate of $172,000.00 per year. The Company shall invoice the County on a monthly basis, at the rate of $6,615.39 per collection, on or before the 10th day of the month following the performing of the services. The Company shall be paid on the next date for payment of normal claims following receipt of the invoice.

16. The relationship of the Company to the County herein is that of an Independent Contractor.

This Agreement made and entered into this 2011 day of December, 2012.

West Central Sanitation, Inc.

[Signature]
Don Williamson, President

COUNTY OF Renville County

By: [Signature]
Bob Fox, Chairman
Renville County Board of Commissioners

By: [Signature]
Sara Fosted, Administrator

Approved as to Form and Execution:

[Signature] David Torgelson
Renville County Attorney

12/28/12
ROCK COUNTY TRANSFER STATION
AND
ROCK COUNTY HIGHWAY DEPARTMENT

******* PROPOSAL *******

FOR THE TRANSPORTATION OF MIXED SOLID WASTE
AND DEMOLITION MATERIAL TO AND FROM THE ROCK COUNTY
TRANSFER STATION AND THE LYON COUNTY SANITARY LANDFILL

BIDS RECEIVED UNTIL 10:00 A.M. ON
THURSDAY, DECEMBER 8TH, 2011 AT THE ROCK COUNTY
HIGHWAY DEPARTMENT BUILDING
1120 N. BLUE MOUND AVENUE, PO BOX 808
LUVERNE, MN 56156-0808

PROPOSAL OF Ketterling Services, Inc. (KST)
(Name of Firm)

401 S. Cedar, Luverne, MN 56156
(Address)

(507) 283-2863  (507) 283-9643
(Area Code - Telephone Number)  (FAX Number)

Notice to Bidders:

In submitting a bid, you must return this complete proposal. You must initial all changes
made in the Schedule of Prices in the Proposal, and acknowledge addenda on the
Schedule of Bid Prices.

The Rock County Board of Commissioners reserves the right to reject any or all bids and
waive any defects therein.
To the Board of County Commissioners of Rock County:

In accordance with the advertisement of the Rock County Highway Engineer inviting proposals for the transportation of Mixed Solid Waste (MSW) and Demolition Materials to and from the Rock County Transfer Station and the Lyon County Sanitary Landfill that is on file in the Rock County Highway Department.

(1)(We) hereby certify that (I am)(We are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation whatsoever; that an examination has been made of the proposal for the transportation of MSW and Demolition Materials to and from the Rock County Transfer Station and the Lyon County Sanitary Landfill.

(1)(We) understand that the number of trips required per year shown in the proposal are approximate only and are subject to increase or decrease; that the number of trips, whether increased or decreased are to be performed at the unit prices shown on the attached schedule, and that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid.

(1)(We) propose to furnish all necessary equipment, labor, and other means to transport the MSW and Demolition Materials to and from the Rock County Transfer Station and the Lyon County Sanitary Landfill, in the manner and time described, as specified in the proposal.

(1)(We) further propose to perform all work in accordance with the proposal in a good and workmanlike manner, as directed by the Rock County Highway Engineer.

(1)(We) understand that the Rock County Board reserves the right to reject any or all bids and waive any defects therein.

[Signature]

William M. Ketterling, President
Ketterling Services, Inc.

12/7/2011
(Date)

(Name of Firm)
ROCK COUNTY TRANSFER STATION
ROCK COUNTY HIGHWAY DEPARTMENT
MARK R. SBHR, PE – ROCK COUNTY HIGHWAY ENGINEER
1120 N. BLUE MOUND AVENUE
PO BOX 808
LUVERNE, MN 56156-0808

PROPOSAL FOR THE TRANSPORTATION
OF MSW/DEMOLITION MATERIAL

The Rock County Highway Department (RCHD) is requesting proposals for the transportation of Mixed Solid Waste (MSW) and Demolition Material to and from the Rock County Transfer Station and Lyon County Solid Waste Facility.

Rock County operates a solid waste facility located within Rock County, Minnesota, consisting of the Rock County Transfer Station (RCTS) for the collection of MSW Material for transportation to the solid waste facility designated by the County and currently located in Lyon County, Minnesota.

The County is requesting proposals to enter into an agreement for the transportation of MSW Material from the RCTS to Lyon County, Minnesota.

The County also operates a demolition landfill adjacent to the RCTS and has entered into an agreement with Lyon County, Minnesota, to accept Demolition Materials from Lyon County, Minnesota. It is necessary to transport the Demolition Materials from Lyon County, Minnesota to the RCTS.

The County is also requesting proposals to enter into an agreement to provide transportation services for the transport of said Demolition Materials from the Lyon County Sanitary Landfill to the Rock County Demolition Landfill.

Terms and Conditions of the Proposed Agreement

The term of this Agreement shall be effective January 1, 2012 through December 31, 2014, unless terminated by law or according to the provisions of the Agreement.

Provide the ability to make approximately Three hundred seventy five (375) trips from the RCTS to the Lyon County Sanitary Landfill and back to the RCTS carrying loaded 58 cubic yard containers. The number of trips per year may vary and are subject to increase or decrease. If the number of trips increases or decreases the transportation of the MSW and Demolition Material will be compensated at the rates submitted on the Schedule of Bid Prices for the three-year agreement period.
Provide a transportation vehicle suitable for hauling and transporting one or more 58 cubic yard roll-off containers to and from the Lyon County, Minnesota Sanitary Landfill or such other site as the County may designate. The transportation vehicle must have a loading system that is compatible with Rock County’s existing 58 cubic yard roll-off containers. The 58 cubic yard roll-off containers must be loaded and unloaded in such a manner as to not damage the roll-off containers.

Provide all necessary personnel required to transport and haul the roll-off containers to and from the Lyon County Sanitary Landfill along with MSW and/or Demolition Material.

After notification by RCTS personnel, the contract hauler will pick-up and deliver the 58 cubic yard roll-off containers full of MSW Material to the Lyon County Sanitary Landfill within 4-6 working hours after notification. This time line can be occasionally waived by the RCTS if unusual circumstances exist.

Weigh all loads of MSW Material at the Transfer Station utilizing the on-site truck scale owned by the County or any other truck scale as may be designated by the County. Provide transportation of filled 58 cubic yard roll-off containers to the Lyon County Sanitary Landfill. All loads shall be weighed upon arrival at the Lyon County Sanitary Landfill and be unloaded as directed by personnel at the Lyon County Sanitary Landfill.

Roll-off containers shall be made available to Lyon County for the purpose of loading the same with Demolition Material and then be transported from the Lyon County Sanitary Landfill to the Rock County Demolition Landfill. All Demolition Material loads will be unloaded as directed by the RCTS personnel.

Roll-off containers will be placed and removed from the RCTS MSW Building as directed by the RCTS personnel.

Licenses and permits shall be required to transport MSW, Demolition, or recyclable materials. Maintain all necessary licenses and permits.

Provide the RCHD with monthly records of loads hauled including date, time, and weight.

Reimburse the County for any damage to the equipment provided by the County, such as the roll-off containers, for damage that occurs or is the result of the negligence or action of the haulers agents or employees.

Duties of the County

The County shall operate and maintain a transfer station for the purpose of collecting MSW Material. The County shall also operate and maintain a demolition landfill for the purpose of receiving Demolition Material.
The County shall provide not less than three (3) fifty-eight (58) cubic yard roll-off containers which shall be used for the deposit and collection of MSW and which containers shall be capable of being transported from the RCTS to the Lyon County Sanitary Landfill.

The County shall provide an on-site scale that shall be certified by the State of Minnesota.

The County shall be responsible for the payment of all tipping fees incurred at the Lyon County Sanitary Landfill resulting from MSW delivered to said landfill from the County.

The County has previously entered into an agreement with Lyon County, Minnesota for the acceptance of demolition material for deposit at the Rock County Demolition Landfill. Said agreement shall provide for the collection of demolition material by Lyon County and the loading of the roll-off containers by Lyon County. The County, in good faith, shall undertake to continue said agreement during the term of this contract.

Compensation

The County shall pay for the services performed in the following manner:

A monetary amount for each trip from the RCTS to and from the Lyon County Sanitary Landfill in accordance with the following:

Provided that a container full of MSW material is transported to Lyon County and a full container of Demolition material is backhauled from Lyon County to the Rock County Demolition Landfill.

A monetary amount for each trip from Rock County to the Lyon County Sanitary Landfill in accordance with the following:

1. To travel from the RCTS to the Lyon County Sanitary Landfill with an empty roll-off container and transport Demolition material from the Lyon County Sanitary Landfill to the Rock County Demolition Landfill. Any such trip must have a specific prior approval of the RCHD to be eligible for payment, or;

2. To transport MSW material from the RCTS to the Lyon County Sanitary Landfill and return to the RCTS with an empty roll-off container.

All payments shall be made on a monthly basis and shall be determined from the records maintained at the RCTS, Lyon County Sanitary Landfill, and the Rock County Demolition Landfill, respectively.
Insurance

Insurance shall be maintained and kept in force during the term of the Contract and shall include the following:

A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than $500,000.00 for any one person and in the minimum sum of $1,500,000.00 for two or more persons from the same occurrence and property damage in the minimum sum of $500,000.00. Such policy shall also include contractual liability coverage protecting the County, its officers, agents and employees by specific endorsement or certificate acknowledging the contract with the County.

A single limit or combined limit or excess umbrella automobile liability insurance policy covering owned, non-owned, and hired vehicles used regularly in the provision of services under this Proposal in an amount of not less than $500,000.00 for any one person and in the minimum sum of $1,500,000.00 for two or more persons from the same occurrence and property damage in the minimum sum of $500,000.00 for total bodily injuries and/or damages arising from any accident.

Workers’ Compensation Insurance, if applicable.

Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice by the insured to the County.

Prior to or concurrent with the execution of a Contract, certificates or certified copies of such policies shall be filed with the County. The County may withhold payments or immediately terminate the Contract upon the failure to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

Nothing in this proposal shall constitute a waiver by the County of any statutory limits or exceptions on liability.

Contract

A Contract containing all aspects of this proposal and additional clauses shall be agreed upon and signed by the County and MSW/Demolition Material transportation provider. This contract will be in effect from January 1, 2012 until December 31, 2014.

The Contract between the parties shall be non-exclusive, and the County shall retain the right to negotiate the Contract with one or more individuals or entities for the transportation or MSW Material in an emergency situation or for any instance in which
the hauler is unable to haul MSW Material due to lack of capacity, volume of MSW Material, or for such other reasons the County may deem just and appropriate.

**Transportation Vehicle Minimum Specifications**

Truck/Vehicle must be equipped to load and haul Rock County’s existing MSW roll-off containers. **Truck/Vehicle must comply with Minnesota Statutes – Size, Weight, Load Restrictions, and Permits, Sections 169.50 to 169.88.** Rock County’s roll-off containers weigh approximately 7000 lbs and the net weight of MSW material is approximately 28,000 lbs (material weight will vary depending on contents).

**Fuel Escalation/Decrease Clause**

The MSW Hauling Contract docs include a Fuel Escalation/Decrease Clause that is based on the diesel fuel price as of January 1, 2012.

**References and Examples of Transportation Related Work Performed**

On a separate document, please list any references (name and phone number) and transportation related work previously performed. Please attach this information at the end of this proposal.

**Sealed Proposal Submittals**

Sealed Proposals shall be submitted to the Rock County Highway Department by December 8th, 2011, at 10:00 am. Sealed bid Proposals shall be clearly marked, “Rock County Transportation of MSW and Demolition Materials”. No Proposals will be accepted by the Rock County Highway Department after that time.

The results of the submitted Proposals will be presented to the Rock County Board of Commissioners on December 13th, 2011 for their review and possible approval. Proposals should be sent or delivered to the address shown below.

**The Rock County Board of Commissioners reserves the right to reject any or all bids and waive any defects therein.**

Mark R. Sehr, PE  
Rock County Highway Engineer  
Rock County Highway Department  
1120 N. Blue Mound Avenue, PO Box 808  
Luvéne, MN 56156-0808

Phone (507) 283-5010  
FAX (507) 283-5012
ROCK COUNTY HIGHWAY DEPARTMENT
SCHEDULE OF BID PRICES

FOR THE TRANSPORTATION OF MIXED SOLID WASTE AND DEMOLITION MATERIAL TO AND FROM THE ROCK COUNTY TRANSFER STATION AND THE LYON COUNTY SANITARY LANDFILL

BIDDER MUST FILL IN PER TRIP UNIT PRICES IN NUMERALS. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PROPOSAL.

Approximately three hundred seventy five (375) trips per year.

Including approximately two hundred seventy five (275) trips per year loaded with Municipal Solid Waste Material from the Rock County Transfer Station to the Lyon County Sanitary Landfill and backhaul with Demolition Material from the Lyon County Sanitary Landfill to the Rock County Demolition Landfill, also

Including approximately one hundred (100) trips per year running empty from the Rock County Transfer Station to the Lyon County Sanitary Landfill and returning from the Lyon County Sanitary Landfill to the Rock County Demolition Landfill loaded with Demolition Material or transporting MSW Material from the Rock County Transfer Station to the Lyon County Sanitary Landfill and returning to the Rock County Transfer Station with an empty roll-off container.

<table>
<thead>
<tr>
<th>ITEM AND DESCRIPTION</th>
<th>APPROXIMATE # OF TRIPS PER YEAR</th>
<th>UNIT PRICE PER TRIP</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #1 Loaded with MSW Material from the Rock County Transfer Station to the Lyon County Sanitary Landfill and backhaul Demolition Material from the Lyon County Sanitary Landfill to the Rock County Demolition Landfill.</td>
<td>275</td>
<td>$312.00</td>
<td>$257,400.00 (3 years)</td>
</tr>
</tbody>
</table>
### ROCK COUNTY HIGHWAY DEPARTMENT
#### SCHEDULE OF BID PRICES

FOR THE TRANSPORTATION OF MIXED SOLID WAST AND DEMOLITION MATERIAL TO AND FROM THE ROCK COUNTY TRANSFER STATION AND THE LYON COUNTY SANITARY LANDFILL

<table>
<thead>
<tr>
<th>ITEM AND DESCRIPTION</th>
<th>APPROXIMATE # OF TRIPS PER YEAR</th>
<th>UNIT PRICE PER TRIP</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #2</td>
<td>100</td>
<td>$290.00</td>
<td>$87,000.00 (3 years)</td>
</tr>
</tbody>
</table>

Transport an empty roll-off container from the Rock County Transfer Station to the Lyon County Sanitary Landfill and return from the Lyon County Sanitary Landfill to the Rock County Demolition Landfill loaded with Demolition Material.

Or

Transport MSW Material from the Rock County Transfer Station to the Lyon County Sanitary Landfill and return to the Rock County Transfer Station with an empty roll-off container.

**TOTAL BID AMOUNT** $344,400.00

Item #1 + Item #2

**BIDDER NAME:** Ketterling Services, Inc.

**RECEIPT OF ADDENDA**
The undersigned hereby acknowledges receipt of Addendum No. 1 Dated 11/30/2011

Addendum No. _______ Dated _______ Addendum No. _______ Dated _______

Signed _______
YELLOW MEDICINE COUNTY
RECYCLING AGREEMENT

This agreement is made and entered by the County of Yellow Medicine, a political subdivision of the State of Minnesota, hereinafter referred to as “County” and Olson Sanitation LLC, Box 689, Dawson, MN 56232, and West Central Sanitation, PO Box 796, Willmar, MN 56201 hereinafter collectively referred to as "Contractors".

WHEREAS, the County wishes to promote, maintain, and expand its program for recycling of recyclable solid waste materials generated in Yellow Medicine County; and

WHEREAS, the County wishes to reduce the amount of recyclable solid waste that is being disposed in the Lyon County Regional Sanitary Landfill; and

WHEREAS, the Contractors are three private solid waste haulers who wish to maintain their operation of providing recycling service in Yellow Medicine County, Minnesota; and

WHEREAS, the County believes that reduction of the County's solid waste stream through recycling is in the public's best interests; and

WHEREAS, the Contractors have facilities that are adequate and available for use; and

WHEREAS, the Contractors are competitive with other means of providing recycling services; and

NOW THEREFORE, in consideration of the mutual promises and agreements herein set forth, the County and the Contractors agree as follows:

1. a. Contractors agree to provide curbside collection of the recyclable materials designated herein, to all city residents in the following municipalities:
   Canby - Olson Sanitation
   Clarkfield – Olson Sanitation
   Granite Falls – West Central Sanitation
b. The Contractors agree to provide curbside collection of the recyclable materials designated herein, to each of the following communities for which they provide solid waste services:
   Echo
   Hanley Falls
   Hazel Run
   Porter
   St. Leo
   Wood Lake

SWRSWC Solid Waste Management Plan,
Appendix B Contracts and Agreements Page | 174
c. The Contractors agree to provide for the collection of recyclable materials from all their commercial accounts, exclusive of the residential curbside requirements.

d. The Contractor may not impose a fee or charge for the collection of recyclable materials. The Contractor may impose a fee or charge for the use of a contractor provider container.

2. The Contractors agree to provide the curbside collection in their respective areas of service a minimum of twice per month. Upon collection, it shall be the responsibility of the Contractors to transport, store and market the recyclables.

3. The Contractors shall service the following classes of recyclable materials: metals, container glass, paper and plastics. Said classes of recyclable materials include the items set forth on the attached Exhibit A.

4. Classes of recyclable materials and subcategories of classes may be added to or deleted from the list set forth in Paragraph 3 above by mutual agreement of the County Board and the Contractors.

5. The Contractors shall do nothing to interfere with the Solid Waste Administrator and the Environmental Office efforts in providing for publicity, advertising and continuing promotion of recycling in Yellow Medicine County.

6. The Contractors shall provide direction to the customers specifying how the recyclables are to be prepared and separated and how the recyclables are to be placed in containers at the curb or a drop-off centers for collection. Should local recyclable market requirements change, the County Solid Waste Administrator and the Contractors may, upon their mutual agreement, review and modify the recyclable preparation and separation required of customers.

7. The Contractors may specify the type of container their customers must use for placement of their recyclables.

8. The Contractors shall specify the time and day for collection of recyclables. The Contractors must collect the recyclables within 12 hours of the designated pickup time.

9. The Contractors may refuse to collect recyclable materials that are improperly prepared or separated for collection.

10. Each Contractor, as part of this agreement, shall maintain/service a county owned recycling roll-off located in the cities of Canby, Clarkfield and Granite Falls for the purpose of serving Yellow Medicine County Residents in areas where curbside collection is not available. The recycling roll-offs shall be serviced by the Contractor serving the area of the drop-off center. An additional roll-off will be located in Wood Lake, Echo and other areas to be determined. The County will provide an additional roll off to help service these areas. The County will pay $50/pull for a contractor to service this container.
11. The Contractors agree to maintain records of the amount of recyclable materials collected and processed by the Contractors. These records shall be in a form acceptable to the County. Payment to the Contractors shall be conditioned upon the Contractors providing the County monthly statements showing a warehouse inventory of all recyclable materials collected, unit prices, the total dollars received, the end use markets where the recyclable materials were shipped and copies of receipts from the end markets.

12. The Contractors shall submit to the County a quarterly report on a form provided by the Solid Waste Administrator. The report shall be delivered to the Solid Waste Administrator no later than 30 days after the end of the quarter. Payments hereunder shall be deferred if this report is not timely filed until it has been filed. The report shall state the weight in tons of all recyclables collected from Yellow Medicine County customers and shall break down this total into weights for each class of recyclable material collected.

13. All recyclable materials set out for collection shall become the property and responsibility of the Contractors.

14. The County shall pay the contractors as follows:
   a. A base monthly payment of $1,152.00 for each of the following service areas:
      i. Granite Falls  
      ii. Clarkfield  
      iii. Canby
   
   shall be paid to the contractor that services such area. The payment shall be made on the last Friday of each month.

   b. Each Contractor will receive an incentive payment of $56.25 per ton for recyclable material collected by that Contractor during the quarter. Payment shall be made upon receipt and approval of the contractor’s quarterly report.

   c. The payments to the contractors shall remain the same from Jan. 1, 2013 to Dec. 31, 2015.

15. This contract is premised upon the expectation that the total recyclable tonnage shall not exceed 1400 tons. If the tonnage shall reach a level of 1400 tons, the parties shall immediately meet and confer to determine what level of operation, if any, shall be maintained during the remainder of the contract year.

16. The Contractors shall be independent contractors and shall hold the County harmless from any and all responsibilities owed to their employees.

17. The Contractors shall each furnish the County a performance bond from a surety authorized to do business in the State of Minnesota in the penal sum of not less than $15,000.
18. A Contractor may assign a service area and its service requirements to the other Contractor along with the associated fees. The County must be provided written notice of this change thirty (30) days prior thereto.

19. No Contractor in violation of any term of this agreement shall be eligible for payments provided herein.

20. The term of this agreement shall run from January 1, 2013 through December 31, 2015.

21. On or before August 1st of the effective year of the agreement, the County shall make written request to the Contractors for their position on the renewal of this agreement and on any desired revisions. The Contractors shall provide the County a written response on or before September 1st of the effective year.

22. The County shall give the Contractors 10 days notice of the date of the board meeting when the County Board shall consider the terms for a renewal of this contract.

23. The Contractor shall furnish to the County copies of liability insurance policies for bodily injury, death and property damage coverage as required by law, and sufficient in every respect.
JOINT POWERS AGREEMENT
FOR SOLID WASTE PROGRAM SERVICES

This Agreement is made and entered into by and between the County of Lyon, 607 West Main Street, Marshall, Minnesota 56258, hereinafter referred to as “Lyon County”, and the County of Yellow Medicine, 415 9th Avenue, Granite Falls, MN 56241, hereinafter referred to as “Yellow Medicine County”, both bodies corporate and politic existing under the laws of the State of Minnesota.

WHEREAS, Lyon County, through its Environmental Department, has a solid waste program; and

WHEREAS, Yellow Medicine County desires to purchase the services of Lyon County's Environmental Department to operate Yellow Medicine County's solid waste program; and

WHEREAS, Lyon County and Yellow Medicine County have the authority under Minn. Stat. 471.59 to enter into an agreement for the establishment of a contract for services; and

WHEREAS, the Lyon County Board of Commissioners and the Yellow Medicine County Board of Commissioners authorize their respective county to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

I. Term of Agreement. The term of this Agreement shall be from the date it is fully executed and shall remain in effect until December 31, 2014, unless earlier terminated as provided herein. It is the intent of the parties that termination or expiration of this Agreement shall not relieve either party of any obligation arising under the terms of the Agreement prior to the effective date of the termination or expiration, including without limitation the obligations to pay all costs incurred during the term of this Agreement.

II. Lyon County's Obligations. Lyon County, through its Environmental Department, shall provide the following services to Yellow Medicine County.
A. Solid waste education and reduction programs including, but not limited to, the development and distribution of educational materials, radio, and newspaper ads; presentation to community organizations, schools, and at the Yellow Medicine County Fair and preparing articles for water planning.

B. Develop, implement, and administer special waste programs (e.g. tires, appliances, waste pesticide and container collection, fluorescent bulbs, business waste, used oil and oil filters, yard waste and lead acid batteries).

C. Develop solid waste program budget.

D. Plan and implement Household Hazardous Waste Mobile unit collection events in Yellow Medicine County.

E. Aid in the development and implementation of the solid waste management plan.

F. Provide solid waste facility inspection services.

G. Draft grant applications for solid waste programs.

H. Administer recycling contracts.

I. Prepare SCORE reports and other reports necessary for the operation of solid waste programs.

J. Attend Yellow Medicine County Board meetings as needed and/or requested.

K. Provide up to Three Hundred (300) hours of service under this Agreement to Yellow Medicine County.

III. Yellow Medicine County Obligations.

A. Yellow Medicine County shall pay for purchased services at the rate of $40.00 per hour. The hours of service shall not exceed Three Hundred (300) hours as outlined in II.K above.
B. Yellow Medicine County shall pay to Lyon County the federally allowed mileage reimbursement directly related to the services to be provided under this Agreement. Mileage shall be calculated from the Lyon County Public Works/HHW Facility.

C. Bulk copying and other copying as is convenient shall be done by the Yellow Medicine County Planning and Zoning Office. Preparation of bulk mailings shall be done through the Yellow Medicine County Planning and Zoning Office as it is available to do so.

D. Yellow Medicine County shall reimburse Lyon County for actual expenses, including the mileage noted above, equal to the cost thereof which Lyon County incurs in the performance of services directly related to this Agreement up to a maximum amount of $2500.00. Reimbursable expenses shall include, but are not limited to:

1. Reasonable and necessary expenses of transportation and subsistence, incurred in travel.
2. Expense of long-distance or toll telephone calls, telegrams, and other communications.
3. Photocopying costs (.05 per copy).
4. Advertising costs shall be billed to the Yellow Medicine County Planning and Zoning Office.
5. Equipment rental costs after approval of the rental in writing by Yellow Medicine County.
6. Postage

IV. **Payment.** Lyon County shall, within fifteen (15) working days following the last day of each calendar month in which services were provided and/or costs were incurred, submit an invoice and request for payment on an invoice acceptable to Yellow Medicine County. The invoice shall itemize:
i. the hours of service rendered;
ii. the date such services were provided;
iii. a general description of the services provided;
iv. the amount and type of all reimbursable expenses being charged to the Agreement; and
v. the dates of the performance period covered by the invoice.

Yellow Medicine County shall make payment to Lyon County within fifteen (15) working days of the date on which the invoice is received.

V. Minnesota Law to Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Agreement shall be venued in the State of Minnesota.

VI. Employees. Employees of the Lyon County Environmental Department shall provide the services to Yellow Medicine County outlined herein and are and shall remain employees of Lyon County with respect to any and all work performed under this Agreement.

VII. Liability. Yellow Medicine County will hold harmless and indemnify Lyon County from any claims, liability loss, demands, costs and expenses of any kind, including attorney’s fees, which may be incurred by reason of act or omission of Yellow Medicine County, its officers, employees or agents related to this agreement. Lyon County will hold harmless and indemnify Yellow Medicine County from any claims, liability loss, demands, costs and expenses of any kind, including attorney’s fees, which may be incurred by reason of act or omission of Lyon County, its officers, employees or agents to this agreement.

VIII. Termination of Agreement. This Agreement may be terminated with or without cause by either party upon thirty (30) days written notice. Notice of Termination shall be made by certified
IX. **Modifications.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the Authorized Representatives of both parties.

COUNTY OF LYON  
YELLOW MEDICINE

COUNTY OF

Dated this ____ day of ____________, 2013  
Dated this ____ day of ____________, 2013  

By:  

Chairperson, Board of Commissioners

County Administrator

By:  

Chairperson, Board of Commissioners

County Administrator