



# Board of County Commissioners Agenda Request



**Requested Meeting Date:** March 9, 2021

**Title of Item:** Recycling Contract

- REGULAR AGENDA
- CONSENT AGENDA
- INFORMATION ONLY

**Action Requested:**

- Approve/Deny Motion
- Adopt Resolution (attach draft)

- Direction Requested
- Discussion Item
- Hold Public Hearing\*

*\*provide copy of hearing notice that was published*

**Submitted by:**

Terry Neff

**Department:**

Environmental Services

**Presenter (Name and Title):**

Jessica Seibert, County Administrator

**Estimated Time Needed:**

10

**Summary of Issue:**

On December 15, 2020, the Board approved of soliciting bids to operate the Aitkin County Recycling Center and recycling drop-off locations. We received one bid from Waste Management, Baxter, MN. On February 9, 2021, the Board accepted the Request for Proposal and authorized entering into a contract with Waste Management. Attached is the contract that has been reviewed and approved by Attorney Jim Ratz and myself. I recommend the County Board of Commissioners approve of the contract and authorize the Board Chairs signature on the document.

**Alternatives, Options, Effects on Others/Comments:**

Advertise for Request for Proposals and see if there is any other interested companies to bid on the recycling proposal. Or hire staff and purchase equipment to operate the facility and unattended drop-off locations.

**Recommended Action/Motion:**

Approve the contract and authorize the Board Chairs signature on the document.

**Financial Impact:**

Is there a cost associated with this request?

Yes

No

What is the total cost, with tax and shipping? \$ 150,000.00 (approximate)

Is this budgeted?

Yes

No

Please Explain:

**RECYCLING AGREEMENT**

THIS AGREEMENT ("Contract"), is made and entered into this March 9, 2021, by and between the County of Aitkin, a political subdivision of the State of Minnesota, hereinafter "County" and Waste Management of Minnesota, Inc. located at 7968 Industrial Park Rd, Baxter, MN 56425, hereinafter "Contractor".

For the purpose of this Contract, Waste Management of Minnesota, Inc. shall be deemed an Independent Contractor, and not an employee of the County. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor under this Contract, shall not be considered employees of the County. Any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or the Contractor shall in no way be the obligation or responsibility of the County.

**WITNESSETH:**

WHEREAS, County has determined that reduction of the County's solid waste stream through county-wide recycling is in the public interest; and

WHEREAS, County has requested proposals from qualified companies interested in performing county-wide recycling services for the County; and

WHEREAS, the proposal of the Contractor has been received and determined by the County to be the most responsive proposal received at the best services value for the estimated costs; and

WHEREAS, representatives of the County and the Contractor have met to negotiate the detailed terms of this Contract contained herein;

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

1. **DEFINITIONS:** The terms used within this Contract shall be defined according to the definitions contained in Attachment A: "Program Definitions" (incorporated herein to this Contract).
2. **CONTRACTOR'S OBLIGATIONS:**
  - A. **Receipt of materials at County Recycling Facility.** Contractor shall provide the installation, routine maintenance and servicing of equipment for the drop-off system for receiving Recyclable Materials at County's Recycling Facility.
    1. **Collection at Drop-Off Recyclable Materials** This collection service element pertains only to Recyclable Materials deposited by residents at Designated Drop-Off Centers as listed in Attachment B. This collection element does not pertain to the collection of materials from residents via "curbside collection" programs

(pick-up on a house-to-house, or business-to-business basis) that may be offered by Haulers as services to their customers.

The County reserves the exclusive right to designate and establish new or alternative Designated Drop-Off Centers to be serviced by the Contractor within Aitkin County. The Contractor shall commence servicing alternative Designated Drop-Off Centers within thirty (30) days after written notice of said designation. In the event the County establishes a new Designated Drop-Off Center (s), any additional compensation to be paid by County to the Contractor for servicing said site or sites shall be negotiated and agreed upon before the Contractor shall be obligated to service the same.

2. Provide and Maintain Containers The Contractor shall provide and install Containers with adequate capacity and dimensions to serve the recycling program needs.
3. Servicing Containers The Contractor shall provide adequate servicing of the Containers. Containers shall be promptly removed and replaced by empty containers unless otherwise described herein for on call Containers.
4. Drop-Off Center Clean-Up The Contractor shall clean up Recyclable Materials deposited by residents at the designated drop-off site. No material, debris, litter or other form of Nonrecyclables resulting from the Recycling Program shall be left at the site by residents. The Contractor is not responsible for the removal of Hazardous Waste. In the event, Nonrecyclables are left at the site, Contractor shall have the right to pass through the costs for handling including but not limited to disposal fees, transportation the Nonrecyclables.

The Contractor's employees shall handle all Containers with reasonable care to avoid damage, shall replace all Containers in an upright position, and shall immediately clean up and dispose of any contents thereof that may be spilled during Contractor's collection process.
5. Frequency of Collection from Unattended Drop-Off Sites The Contractor shall remove Containers on an "on-call" basis from Unattended Drop-Off Centers.
6. One-Day Notice for Collection of Unattended Drop-Off Center Containers The County will require the Site Host to monitor the unattended Container(s) to determine when it needs servicing. The Site Host shall contact the Contractor to request servicing of Container(s). The Contractor shall have one business day from its receipt of said notice to provide collection of the Container and replacement with an empty Container. Contractor is not responsible for the actions of any site host including a site host's failure to contact the Contractor to request service.
7. Use of the County Recycling Facility The Contractor may use the County's Recycling Facility for receipt and transfer of the Recyclable Materials for delivery to a Material Processing Facility. Contractor shall have the right to use the County Recycling Facility as a transfer station for Recyclable Materials and/or solid waste.

8. Weights in Containers May be Estimated Amounts of Recyclable Materials collected in Containers may be estimated, rather than weighing each Container, using standard industry practices. The methodology for such estimates shall be noted within monthly collection reports.
9. Collection Records The Contractor shall maintain a log of all collection operations by Designated Drop-Off Center. Site-by-site data to be collected shall include, but are not limited to: if applicable, date and time of collection; gross, tare and net weight of Recyclable Materials collected; and notes about overall cleanliness of the site (e.g., illegal dumping, etc.).
10. Monthly and Annual Collection Reports The Contractor shall provide a monthly report to the County including a summary of collection data, in a format mutually agreed to by the parties. Monthly reports shall be due by the 15<sup>th</sup> of each month for data covering the previous month. Monthly collection reports shall provide site-by-site and total data including, but not limited to: frequency of collection; net weight of recyclables; net weight of MSW if an Attended Drop-Off Site; generalizations about levels of contamination in the recycling containers; and generalizations about the overall cleanliness of the site.

Monthly and annual collection reports shall provide, at a minimum, data about the source and type of tons received by the Contractor at the County Recycling Facility, including, but not limited to: Aitkin County Drop-Off Center recyclables collected pursuant to the collection requirements of this Contract; Aitkin County residential recyclables curbside; and Aitkin County non-residential recyclables.

Annual reports shall provide sum totals for each year of data contained in the monthly reports, in a format specified by the County. Annual reports shall be due by February 15 of each year for data covering the previous year.

**B. Public Relations / Public Education**

1. Brochure The Contractor shall publish a recycling public education brochure that itemizes the list of acceptable and nonrecyclable as specified by the County. The brochure shall also have Recyclables preparation instructions for residents. The Contractor shall provide the County with a draft of the brochure for approval prior to final printing and dissemination.
2. Phone Answering System The Contractor shall implement and maintain a phone answering system that provides answers to residents questions about the County's recycling programs and provides a direct means of communicating service complaints.

The office or answering service shall be in service with continuous supervision during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 p.m. Saturday. Address and telephone number of such office or answering service and any changes therein shall be the address and telephone number of the Contractor.

- 3. Relations with Site Hosts The Contractor may assist the County in maintaining and improving good relations with Site Hosts. The Contractor will be encouraged to provide other services or amenities to increase the incentives for hosts of Unattended Drop-Off Centers to improve site monitoring, however, Contractor shall not be obligated to provide other services or amenities.
- 4. Instructional Signs at Drop-Off Centers To the extent allowed by the Site Host, the Contractor shall provide and install signs at each designated drop-off site that itemizes the type of Recyclable Materials acceptable and unacceptable for each commodity. The Contractor shall provide the County with a draft design and mock-up (including actual text) of the signs for County approval before final production and installation. Notwithstanding the foregoing, Contractor is not responsible for supervising or manning the Designated Drop Off Centers.

**C. Receipt/Transfer of Recyclable Materials**

- 1. Operation of County Recycling Facility The Contractor shall operate and maintain the County's Recycling Facility. The County owns the land and building only. Routine operations and maintenance shall be the responsibility of the Contractor. Routine operations and maintenance shall include, but not be limited to: operation / payment of all utilities, routine site / building clean-up, litter control, snow plowing, minor repairs, etc. Capital improvements including major repairs or replacement of building and/or building fixtures such as heating system, driving surfaces, shall be the responsibility of the County. Payment of taxes relating to real estate and personal property owned by County is the responsibility of County. The Contractor shall acquire, install and maintain its own equipment for receiving and transferring Recyclable Materials at its own expense.

The County Recycling Facility shall be open to the public for depositing materials during the following hours:

Monday through Friday:	7:30 a.m. to 4:00 p.m.
Saturday:	8:00 a.m. to 12:00 p.m.
Sunday:	Closed
Holidays:	Closed

These are the minimum hours that the County's Recycling Facility shall be open to the public for purposes of depositing materials at the County's Recycling Facility. These hours may not reflect the actual hours for receipt and/or transfer of Recyclable Materials at the County's Recycling Facility.

The Contractor shall specify the annual holiday schedule where the County Recycling Facility will be closed to the public. This holiday

schedule should be included in the annual brochure published by the Contractor (see Subsection 2.B.1).

2. Receipt or Transfer of Materials from Designated Drop-Off Centers The Contractor shall specify in writing the intended plan of operations for the County's Recycling Facility including, but not limited to: safety, storage (both inside and outside the building), and other materials handling (e.g., forklift, bobcat, etc.). The basic components of the County's Recycling Facility operating plan may not be changed without prior written approval by the County.
3. Operation of County Recycling Facility. The Contractor shall only be responsible for providing the equipment, equipment installation, and operation of the equipment for receiving and transfer of Recyclable Materials at the County's Recycling Facility and is not responsible for the building or building's fixtures.
4. Material Handling Data The Contractor shall maintain ongoing records on the amounts in tons of Recyclable Materials received and transferred including Nonrecyclables or contamination.
5. Monthly and Annual Reports The Contractor shall summarize material handling data in monthly and annual reports to the County. Monthly reports shall be due by the 15<sup>th</sup> of each month for data covering the previous month.

Monthly and annual material handling data reports shall provide, at a minimum, data about the source and type of tons received at and/or transferred from County's Recycling Facility, designated drop-off recyclables collected pursuant to the collection requirements of this Contract.

Identities of end-markets may be kept confidential by the Contractor. Annual reports shall provide sum totals for each year of data contained in the monthly reports. Annual reports shall be due by February 15 of each year for data covering the previous year.

### 3. TERM / TERMINATION OF THE CONTRACT

- A. Five Year Term The initial term of this recycling services Contract shall be for five years, with five, one-year extension options. The initial Contract term shall begin March 15, 2021 and expire March 14, 2026. Thereafter, this Contract may be extended or renewed upon mutual agreement of the parties in writing.
- B. County's One-Year Extension Options The Contractor may request a one-year contract extension if written notice of such request is received by the County by twelve (12) months prior to current expiration date. Granting requests for contract extensions shall be at the sole discretion of the County and shall not be appealed. Contract extensions will provide for the same service levels and pricing as per this Contract (with any escalators applied as per Section 5.H).

- C. **County Retains Right to Extend and Postpone Contract Termination Date**  
The County shall retain the rights to extend the Contract at any time and to postpone the initial Contract termination date, subject to a written amendment executed by the Contractor and County.
- D. **Termination of Contract Due to Contractor Default** The County may, after giving Contractor and the surety seven days written notice and to the extent permitted by laws and regulations, terminate the Contract due to Contractor default. Default can include one or more of the following actions by the Contractor:
1. **Failure to Perform** the required work as specified in this Contract, and fails to correct the deficiency within 30 days after receiving written notice from the County. In addition to other services, if the Contractor repeatedly fails to perform the services itemized in Section 4.K "Liquidated Damages", the Contractor may be deemed to be in default of this Contract.
  2. **Violation of Any Law or Regulation** of any municipal, county, state or federal laws, rules, regulations, ordinances and specifications.
  3. **Filing for Bankruptcy or Insolvency** If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;  
  
If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency.
  4. **Assignment of this Contract** without the prior written approval of the County.
- E. **Contractor Termination of the Contract Services** Contractor may stop service or terminate the Contract if, through no act or fault of the Contractor, the County Recycling Program is suspended for a period of more than ninety days by the County or the County fails to perform any other obligations under the Contract. Contractor may, upon seven day's written notice to the County, terminate the Contract and recover from the County payment for completed services.
- F. **Program Re-Evaluation** The design and performance of the program shall be re-evaluated at the one-year and two-year anniversary dates of the Contract. If program changes are recommended by the County or Contractor that affect service costs, this will be considered a triggering event for renegotiation.
4. **LEGAL AND INSURANCE REQUIREMENTS**
- A. **Ownership and Responsibility of Material** Upon collection from the Designated Drop-Off Centers, all Recyclable Materials in and immediately around the containers becomes the property and responsibility of the Contractor.

Any other nonhazardous waste materials resulting from illegal dumping at any Unattended Drop-Off Center may be handled by Contractor in its sole discretion. Contractor reserves the right to increase rates charged the County and/or assess contamination charge in the event such nonhazardous waste material becomes excessive.

- B. Indemnification** The Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which the County may suffer or for which it may be held liable, arising out of or resulting from the Contractor's or his agent's or employee's negligent actions in the performance of this Contract. Prior to the commencement of the Contract, the Contractor shall furnish the County certificates of insurance 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.

- C. Independent Contractor** The Contractor shall be deemed an independent Contractor, and not an employee of the County. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor, per this Contract shall not be considered employees of the County. Any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or the Contractor shall in no way be the obligation or responsibility of the County.
- D. Contractor Performance Bond** The Contractor will be required to furnish financial assurance to compensate the County for losses that may be incurred in the event Contractor fails to faithfully perform Contractor's obligations under this Contract. Said financial assurance shall be \$175,000.00 and shall take the form of a corporate surety bond, or in lieu thereof, an irrevocable letter of credit. Said financial assurance shall stay in effect throughout the contract period.
- E. Worker's Compensation Insurance** The Contractor shall provide and maintain worker's compensation insurance as required by law.
- F. Insurance** Contractor shall provide and maintain at all times while this Contract is in effect Comprehensive General Liability Insurance insuring against liability imposed by law for bodily injury or death, in the minimum sum of \$1,500,000 any one person and in the minimum sum of \$1,500,000 for two or more persons for the same occurrence, and for damage of property in the minimum sum of \$500,000. The County of Aitkin shall be named as an additional insured on said policy for incidents arising out of the Contractor's negligent performance of this Contract, which shall provide that the coverage may not be terminated or changed by the insurer except upon thirty days (ten days for nonpayment) written notice to the County Auditor. All endorsements shall apply to both bodily injury or death and property damage coverages. The Contractor is also required to provide no fault motor vehicle insurance under the Auto Liability Insurance with regard to all

motor vehicles used in carrying out the terms of this Contract, in the same amounts specified.

- G. Auditing** The Contractor shall allow the County to examine Contractor's books, records, documents, and accounting procedures and practices relevant to the operation of the County's Recycling Facility and/or records pertaining to the transfer of materials to a Materials Recovery Facility.

The Contractor shall also allow the Legislative Auditor or the State Auditor as appropriate to examine Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract.

- H. Non-Discrimination** Contractor agrees that Contractor shall not discriminate against any employee, applicant for employment or other person, supplier, or contractor because of race, color, religion, sex, marital status, national origin, disability or public assistance.

- I. Assignment and Subcontracting** Neither the County nor the Contractor shall assign the Contract, or any part thereof, nor shall either the County or the Contractor sub-contract this Contract or any part thereof without the prior written approval of the other party.

The Contractor may not assign any parts of this Contract via sale, merger or acquisition of the Contractor's company without the prior written approval of the County. The County, at its sole discretion, may elect to fully enforce the provisions of the Contract, rebid or renegotiate the Contract if the Contractor sells, merges or is acquired. The County shall specify its decision and schedule for how to continue the recycling services as specified in this Contract within its written response to the Contractor.

- J. Compliance with All Laws, Rules, Regulations and Licensing Requirements** The Contractor and the County shall comply with all applicable municipal, county, state and federal laws, regulations, ordinances and specifications provided to Contractor in writing. The Contractor shall be licensed by Aitkin County as a solid waste hauler and shall pay the required annual County license fees. The County is responsible for maintaining permit for the County Recycling Facility. The Contractor shall obtain all other municipal and county licenses applicable to collect, handle, store, transfer, remove, transport or dispose of nonhazardous solid waste or Recyclables within Aitkin County.

- K. Liquidated Damages** The County and Contractor agree, in addition to any other remedies available to the County, the County may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations:

1. Failure to service and collect drop-off containers within the one business day limit as specified in Section 2.A.3 ("Servicing Containers") and Section 2.A.6 ("One-Day Notice for Collection of Unattended Containers") - \$100 per incident. Contractor shall not be responsible for Site Host or the County's failure to notify Contractor.

2. Failure to provide monthly and annual reports as specified within Sections 2.A.10 and 2.C.5 - \$200 per incident.
3. Failure to respond to legitimate service complaints in a reasonable, professional and timely manner - \$50 per incident.

These amounts are liquidated damages for losses suffered by the County, and not a penalty.

- L. Dispute Resolution Process** The County and the Contractor agree to first use the following process to resolve disputes about issues related to the performance of this Contract. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as a fact-finding opportunity to identify the issue, clarify the problem, review this Contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within 30 days of the initial dispute resolution meeting, or specify an alternative schedule and deadline for resolving the issue. This dispute resolution process shall be considered as one alternative to the County declaring the Contractor in default as per Section 3.D of this Contract. Nothing in this Contract section, Dispute Resolution Process, shall be construed or implied to reduce, eliminate or otherwise affect the rights of the County to use any and all other means of legal remedies.
- M. Contact Persons for Legal Notices** The Contractor identifies Steve Boe, who shall be designated to receive all notices and communications on behalf of the contracting parties with regard to the Contract. Written notice required to be provided to the County pursuant to this Contract shall be provided to the County Solid Waste Administrator, Department of Environmental Services, Aitkin County Courthouse, Aitkin, MN 56431. Written notice required to be provided to the Contractor pursuant to this Contract shall be provided to the Waste Management District Manager, 7968 Industrial Park Rd S, Baxter, MN 54625.
- N. Performance** Contractor shall see that all work done pursuant to this Contract is accomplished with work forces and equipment which are adequate to insure the satisfactory collection and disposal of said materials at all times. Failure to perform may be excused only by an event of Force Majeure as defined in section T.
- O. Conflict of Interest** Neither the Contractor nor its employees either presently have, nor shall acquire interest, direct or indirect, in the Contract in any manner forbidden by law. No County official, or deputy or clerk or employee of such official, shall be directly or indirectly interested in this Contract.
- P. Severability** This Contract is subject to the laws of the United States of America, the State of Minnesota and Ordinances of the County of Aitkin. In the event that any provision of this Contract shall be held to be contrary to law or Ordinance by a court of competent jurisdiction from whose final judgment or decree no appeal

has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of the Contract shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Contract.

- Q. Governing Law** This Contract shall be deemed to be a contract made in the State of Minnesota and shall be interpreted and construed in all respects in accordance with the laws of the State of Minnesota applicable to contracts wholly to be performed therein.
- R. Modification** Any alterations, variations, modification or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County and Contractor and attached to this Contract.
- S. Integration** The Parties agree that the entire Contract between the Parties is contained herein and that this Contract, including any and all exhibits attached hereto, supersede all oral Agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous agreements between the Contractor and the County or either of them relating to the subject matter hereof.
- T. Force Majeure** Contractor's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, Contractor shall notify the County immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

## 5. PAYMENTS AND RECORDS

- A. Monthly Invoices** The Contractor shall submit monthly invoice statements for payment for services rendered to the County for payment by County said invoice statements to be submitted to the Aitkin County Department of Environmental Services.
- B. Service Components** Monthly invoices shall specify the following level of services:
- 1. Collection for Unattended Drop-Off Centers** The Contractor shall be paid on a per call dump or weekly/monthly dump schedule for the 8 yard dumpsters, and a per haul charge for the 20 yard containers as set forth in Attachment D.

- C. **Payment for Services** The County shall pay the Contractor for services rendered as invoiced within 30 days from the date of invoice
- D. **Compensation / Prices for Contract Services** The County and the Contractor agree that the pricing in Attachment D shall be paid by the County:
- E. **Data Practices** The County shall designate a management official as the responsible authority for the County.
- F. **County Record of Complaints** Complaints on service received by the County will be recorded in writing listing time, date, and name along with the address and telephone number of the person making the complaint on forms furnished by the County. A written copy of the complaint listing the nature of complaint shall be submitted to the Contractor. Monthly reports to the County by the Contractor shall identify the complaint and follow-up action taken.
- G. **Annual Adjustments** The fees established in Attachment D shall be annually adjusted on March 15<sup>th</sup> by the change in the Water, Sewer, and Trash (WST) Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics (CPI-U; U.S. City Average – Urban Index, Water and sewer and trash collection services; December 1997=100). In addition, the charges shall be adjusted to reflect any applicable new or increases in federal, state, county, or local taxes or fees.
- H. **Transition Period Clean-Ups** The Contractor may perform clean-ups of sites closed or transitioned from permanent, unattended Drop-Off Centers to scheduled pick-up, attended sites. Costs of such clean-up will be estimated by the Contractor based on the volume and frequency of material to be collected and removed. The Contractor shall provide such estimates immediately upon request of the County. The County shall retain the right to contract with other haulers for the clean-up services at its sole expense.

In Witness whereof, the Parties hereto set their hands.

By the duly elected or appointed representatives of **AITKIN COUNTY**:

_____	<u>3/9/2021</u>
BOARD OF COMMISSIONERS, CHAIRPERSON	Date

_____	<u>3/9/2021</u>
COUNTY ADMINISTRATOR	Date

_____	<u>3/9/2021</u>
DIRECTOR OF ENVIRONMENTAL SERVICES DEPARTMENT	Date

_____	<u>3/9/2021</u>
AITKIN COUNTY ATTORNEY	Date

By the duly appointed representatives of the **CONTRACTOR**.

The Contractor acknowledges by his/her signature on this document that the Contractor has received a copy of this Contract and is in full agreement with the terms as imposed upon the Contractor by this Contract and that the Contractor will comply with those terms and conditions.

_____	_____
Waste Management of Minnesota, Inc.	Date

**Attachment A**  
**PROGRAM DEFINITIONS**

1. **“Containers”** means covered roll-off boxes, dumpsters or other suitable types of container systems (e.g., front load dumpsters) for collection of single stream Recyclable Materials and must provide adequate covering to prevent littering and precipitation from getting into the materials; adequate capacity; and ease of access by residents to deposit recyclable materials (e.g., unloading height not too high).
2. **“Contamination”** or **“Contaminants”** means nonrecyclable materials deposited in the containers that are not acceptable as Recyclable Materials as defined in the Contract. Contractor shall have the right to initiate and impose a contamination charge in the event Contaminants reach an unacceptable level, in the sole discretion of Contractor.
3. **“Contractor”** means the County’s contracted recycling service vendor as per this Contract.
4. **“County Recycling Facility”** means the Aitkin County Recycling Facility located at 36488 400<sup>th</sup> Ave, Aitkin, Minnesota.
5. **“Designated Drop-Off Center”** means a specified facility for storage of recyclable materials. These facilities may be attended or unattended and will be located at site locations and schedules as specified by the County.  
  
Attachment B is the current list of designated drop-off centers, including description of specific site locations and schedules of operations.
6. **“Site Host”** means the site sponsor, agency or business. The container may be on or near host’s property. If the site is an Unattended Drop-Off Center, the site host will designate a contact person responsible for monitoring the recycling container as it fills up.
7. **“Haulers”** means solid waste management and / or recycling firms that provide collection services to residents and businesses in or near the Aitkin County region.
8. **“Materials Recovery Facility”** is a general term and means a recycling facility that sorts, processes and markets Recyclable Materials.
9. **“Recyclables Collection”** means taking up of all Recyclable Materials accumulated in Containers at Designated Drop-Off Centers and the transporting of the Recyclable Materials to a Materials Recovery Facility where they can be processed and / or transferred for marketing.
10. **“Recyclable Materials”** means those “minimum list of materials” identified by the County in Attachment C.
11. **“Recycle/Recycling”** means the process of collecting, processing and preparing recyclable materials and reusing them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.
12. **“Unattended Drop-Off Centers”** are Designated Drop-Off Centers that do not have staff present whereby residents are asked to unload their own recyclables without supervision.

Unattended Drop-Off Centers, in general, are open 24-hours per day, seven days per week, as specified by the County in Attachment B.

13. "Hazardous Waste" is any hazardous waste as defined in the Aitkin County Solid Waste Ordinance, state and/or federal laws.

ATTACHMENT B - LIST OF DESIGNATED DROP-OFF CENTERS

Site No.	City/Location	Establishment (As Host for Site)	Service Type/Materials <sup>(b)</sup>	Minimum Frequency of Service <sup>(c)</sup>
1.	Aitkin/County Courthouse	Aitkin County	Unattended/Cardboard only	On Call
2.	Aitkin/County Recycling Center	County/Contractor	Attended service	Empty as needed (On-site)
3.	Aitkin/High School	High School	Attended service (For school use only)	On Call
4.	Aitkin/Rippleside Elem School	Elementary School	Attended service (For school use only)	On Call
5.	Hill City	<i>Sonny's Citgo</i> (Hwys 200 & 169)	Unattended service	1 <sup>st</sup> and 3 <sup>rd</sup> Monday thru Thursday <sup>(c)</sup>
6.	Hill City School	School	Unattended/Cardboard only (For school use only)	On Call
7.	Long Lake Conservation Center	Conservation Center	Unattended service	On Call
8.	Malmo	<i>Malmo Cenex</i>	Unattended service	2 <sup>nd</sup> and 4 <sup>th</sup> Monday thru Thursday <sup>(c)</sup>
9.	McGrath	1865 Café	Attended service	2 <sup>nd</sup> Wednesday of the Month 10:00am – 12:00pm
10.	McGregor School	School	Unattended service (For school use only)	On Call
11.	Savanna State Park	MN Dept of Natural Resources	Unattended service (For park guests only)	On Call (Seasonal)
12.	Sandy Lake Recreational Area	Army Corps	Unattended service (For park guests only)	On Call

Notes:

(b) "Service" means collection of all Single Stream Specifications set forth in Attachment C

(c) These Unattended Drop-Off Centers will have the Container dropped off by 11:00am on Monday and removed after 1:00pm on Thursday.

<u>Attachment C</u> <b>LIST OF DESIGNATED RECYCLABLE MATERIALS</b>		
<b>Acceptable</b>	<b>Items NOT recyclable ("Nonrecyclables")</b>	<b>Resident Preparation Instructions</b>
<b>Glass</b> Glass food and beverages containers – brown, clear, or green	Ceramic dishes, Dirty bottles, Bottles with caps Dinner Plates. Ovenware Clay pots Drinking glasses, crystal, broken glass Windowpanes, mirrors Light bulbs	No need to separate by color Remove lids Rinse to remove residue Do not break glass
<b>Plastic No. 1, 2 and 5</b> Plastic bottles with screw top only: Milk, pop, beverage containers, Laundry Soap, cool whip and butter tubs	Plastic Bags, Any type of plastic film Pails, tubs, plates, plastic cups, bowls, caps, lids, Ketchup cups Plastic utensils, dirty bottles, rubber products, Styrofoam cups and packing materials, polyvinyl sheeting, heat shrink wrap	Rinse to remove residue Do not try to recycle more than these types of bottles Throw away all other non-plastic
<b>Cans: Aluminum and Tin</b> Steel/tin cans Aluminum cans (emptied) Aluminum pie and meat tins	Wire strapping, dirty cans, aluminum foil, cardboard cans, appliances, power tools or batteries, metalized-look plastics, screw-on lids	Rinse to remove residue No need to remove labels

<b>Attachment C (continued)</b> <b>LIST OF DESIGNATED RECYCLABLE MATERIALS</b>		
<b>Acceptable</b>	<b>Items NOT recyclable ("Nonrecyclables")</b>	<b>Resident Preparation Instructions</b>
<p><b>Cardboard</b> Corrugated cardboard (cardboard from boxes with fluted center and two side panels) Clean Uncoated Paperboard (cereal, kleenex, chip and pizza boxes).</p>	<p>Chipboard, packing peanuts, cellulose packing, foil, plastic wrap, egg crate material, milk cartons, wood scraps Waxed or coated cardboard No meat or juice stained cardboard</p>	<p>Flatten boxes Remove plastic or waxed paper liners and all Styrofoam packing materials</p>
<p><b>Paper</b> Newspaper, magazines, catalogs, phone books Office paper: white or pastel Stationary/typing paper Envelopes: White, gold, brown, post-it notes, computer paper, Adding machine paper, manila folders, note paper, thermal fax paper, NCR (carbonless copy-through paper)</p>	<p>Blueprints, carbon paper, construction paper, food packaging, napkins, paper towels, paper plates and cups, tissue Metal bindings, plastic covers, Puzzle books, comic books, Rubber bands, paper clips, Adhesive labels and stickers Cellophane, foils</p>	<p>Must be dry, loose, unshredded, non-soiled paper</p>

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

The County shall pay Waste Management for a contamination fee with respect to any non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Waste Management's operating or profit margin. Without limiting the foregoing. Additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. To the extent allowed by law, Waste Management reserves the right upon notice to discontinue acceptance of any category of Recyclables set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at County's Cost.

**Drop-Off Center Collection Details Attachment D**

Pricing for the 8-yards is a per dump or scheduled monthly basis with transport and processing included in the cost. Pricing for the 20-yard roll offs are per haul, plus the transport and processing cost per ton.

Center No.	City/Location	Establishment (As Host for Site)	Service Type/Materials <sup>(b)</sup>	Container Counts and Service Frequency
1.	Aitkin/County Courthouse	Aitkin County	Unattended/Single Stream	1-8 Yard On Call \$62.50/Dump ~or~ Could schedule to weekly service with each 8 Yard costing \$218.00/month.
2.	Aitkin/County Recycling Center	County/Contractor	Attended/Single Stream	10-8 Yard Weekly Service \$2,180.00/Month (\$218.00/active dumpster/month on once per week service)
3.	Aitkin/High School	High School	Attended/ Single Stream (For school use only)	1-8 Yard On Call \$62.50/Dump ~or~ Could schedule to weekly service with each 8 Yard costing \$218.00/month.
4.	Aitkin/Rippleside Elem School	Elementary School	Attended/ Single Stream (For school use only)	1-8 Yard On Call \$62.50/Dump ~or~ Could schedule to weekly service with each 8 Yard costing \$218.00/month.
5.	Hill City	<i>Sunny's Citgo</i> (Hwys 200 & 169)	Unattended/ Single Stream	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
6.	Hill City School	School	Unattended/Single Stream (For school use only)	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
7.	Long Lake Conservation Reserve	Conservation Reserve	Unattended/ Single Stream	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
8.	Malmo	<i>Malmo Cenex</i>	Unattended/ Single Stream	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
9.	McGrath	Pour Lewey's	Unattended/ Single Stream	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
10.	McGregor School	School	Unattended/ Single Stream (For school use only)	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
11.	Savanna State Park	MN Dept of Natural Resources	Unattended/ Single Stream (For park guests only)	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
12.	Sandy Lake Recreational Area	Army Corps	Unattended/ Single Stream (For park guests only)	1-20 Yard On Call \$605.00/Haul \$125.00/Ton

**Attachment D (continued)**

Rates quoted are flat rates, no fuel, environmental, or cost recovery charges.

Containers will have tonnage reported as accepted pounds per yard and roll off services will have direct tonnage totals for billing and reporting.

Below is provided only as an example for pricing options.

Location	1-8-Yard On-Call (Price per requested dump)	1-8 Yard on weekly service (Truck scheduled to dump every week)	2-8 Yards on weekly service (Truck scheduled to dump every week)	2-8 Yards on twice per week service (Truck scheduled to dump twice per week)	10-8 Yards on weekly service (Truck scheduled to dump every week)	10-8 Yards on twice per week service (Truck scheduled to dump twice per week)
Aitkin/County Courthouse	\$62.50/Dump Charged every dump performed	\$218.00/Month Serviced weekly, monthly billing	\$436.00/Month Serviced weekly, monthly billing	\$860.00/Month Serviced twice per week, monthly billing	N/A Volumes too low for this option	N/A Volumes too low for this option
Aitkin/County Recycling Center	N/A Volumes too high for this option	N/A Volumes too high for this option	N/A Volumes too high for this option	N/A Volumes too high for this option	\$2,180.00/Month Serviced weekly, monthly billing	\$4,300.00/Month Serviced twice per week, monthly billing
Aitkin/High School	\$62.50/Dump Charged every dump performed	\$218.00/Month Serviced weekly, monthly billing	\$436.00/Month Serviced weekly, monthly billing	\$860.00/Month Serviced twice per week, monthly billing	N/A Volumes too low for this option	N/A Volumes too low for this option
Aitkin/Rippleside Elem School	\$62.50/Dump Charged every dump performed	\$218.00/Month Serviced weekly, monthly billing	\$436.00/Month Serviced weekly, monthly billing	\$860.00/Month Serviced twice per week, monthly billing	N/A Volumes too low for this option	N/A Volumes too low for this option

Commercial 8 Yard Containers have seasonal and volume flex options available to increase/decrease frequency of service or active dumpster count at the then current rate.