

**CONTRACT FOR COLLECTION AND HAULING OF WASTE AND RECYCLABLES FOR  
THE CITY OF SHERBURN, MN**

THIS CONTRACT, dated the 1<sup>st</sup> day of January, 2014, between the City of Sherburn, a Minnesota corporation under the laws of the State of Minnesota (hereinafter called City) and Waste Management, Inc., a corporation under the laws of the State of Minnesota (hereinafter called CONTRACTOR).

WITNESSETH:

WHEREAS, the CITY has found and determined the public health and safety of the CITY will be promoted and preserved by maintaining a mandatory refuse and recycling program within the corporate limits of the CITY.

WHEREAS, the CITY seeks to contract with a private CONTRACTOR for the collection, transportation, disposal of solid waste and recyclables produced, kept and accumulated from all residential dwellings within the corporate limits of the CITY; and

WHEREAS, the CONTRACTOR desires to provide the services to the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. Definitions.

"Solid Waste" means wastes, refuse, garbage and rubbish of all kinds that accumulate in the ordinary operation of a household or municipal establishment with the exception of any Hazardous Material. See "Appendix C" for further information on materials not covered by this contract.

"Residence" means any separate and distinct residential unit in which one or more persons reside. As applied to any multiple-residence building, each distinct and separate living unit with each building shall constitute a separate residence.

"Recyclable" means any of the items listed on "Appendix B".

SECTION II. Term.

This agreement shall be in effect for the period of three (3) years, commencing on January 1, 2014 and continuing through December 31, 2016. After the initial term, the contract may be extended for one (1) year terms by mutual agreement of the parties.

SECTION III. Services to be provided by the Contractor.

- A. The CONTRACTOR shall collect solid waste weekly and recyclables every other week from all residential households. Collection of residential solid waste and recyclables shall not commence before 7:00 a.m. If one of the following observed Holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, falls on a weekday on or before the normal collection day, the collection of solid waste and recycling shall be one day late.
- B. The CONTRACTOR shall transport and deliver all residential solid waste generated in the CITY to a county and PCA approved disposal site.
- C. The CONTRACTOR shall provide and maintain 64-gallon, wheeled recycling carts for all City residential customers and shall be responsible for the handling, sorting and processing of all recyclable materials. All recyclable materials, collected from the residential households, shall become the ownership of the CONTRACTOR.
- D. The CONTRACTOR shall provide a bid for CITYWIDE cleanups upon request by the CITY. The bid will include trucks and labor for the event.
- E. The CONTRACTOR shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory collection, transportation, and disposal of solid waste and recyclables. The CONTRACTOR shall make every effort to maintain established scheduled pick-ups unless conditions such as weather may be too adverse to perform its services in a safe manner. In such cases, the CONTRACTOR shall perform its services as soon as safe conditions allow. Any contents spilled shall be cleaned up and disposed of immediately in a workmanlike manner and all work to be performed hereunder shall be done so as to protect to the highest extent possible the public health and safety.
- F. The CONTRACTOR shall provide all equipment necessary for the collection, transportation and disposal of refuse and recyclables. Except where the nature of the reuse material to be transported presents practical difficulties, all trucks shall be designed and built specifically for refuse collection and shall be of the covered, all-metal type so that the refuse being collected and transported will not blow, fall, or leak from the vehicle. All equipment used by the CONTRACTOR, in the performance of this contract, shall be maintained in a clean and sanitary condition.
- G. The CONTRACTOR shall maintain a local or toll free phone number, which is answered during normal business hours, to provide convenient contact with CITY residents.
- H. The CONTRACTOR shall provide free of charge one (1) eScrapTracker container each year for use by the CITY for the collection and disposal of electronic waste. The container will be placed at a location of the CITY's choosing.
- I. The CONTRACTOR shall provide free of charge up to two (2) LampTracker boxes each year for use by the CITY for the collection and disposal of 4' fluorescent light tubes. This will be model VLJ that will hold 64-T8 tubes or 30 T-12 tubes.

- J. The CONTRACTOR shall provide free of charge waste and recycling service for all City of Sherburn facilities. These facilities include CITY HALL, CITY SHOP, MUNICIPAL LIQUOR STORE, COMMUNITY CENTER, FIRE HALL, STREET BARRELS, CITY PARK, SOUTH PARK, TEMPERANCE LAKE RIDGE, CEMETERY and the LIBRARY.

SECTION IV. Charges and Billing.

The CONTRACTOR, as billing agent for the CITY, shall establish and maintain individual household accounts for the purpose of invoicing their refuse and recycling services on a quarterly basis. The CITY shall provide the CONTRACTOR upon request with an updated list of occupied and vacant households to assist in the invoicing of the households for services rendered. See "Appendix A" for the service options and rate schedules.

Rates shall be valid for the initial term of the contract. Subsequent renewals will be subject to a three (3) percent increase in the base rate. In the event, the CONTRACTOR would incur any actual increases in: disposal costs, any new or increased government taxes/fees, the CITY agrees that these costs will be passed on to the residents.

SECTION V. Insurance

The CONTRACTOR shall carry and file policies/certificates therefore with the CITY of public liability insurance of \$1,000,000 limits, and property damage insurance of \$100,000 limits. The CONTRACTOR shall indemnify, hold harmless and defend the CITY from any and all claims and causes of action, which may be asserted against the CITY on account or any act, or omission of CONTRACTOR or its employees and agents in connection with its performance of the work. The CONTRACTOR shall pay all its bills and/or claims for wages, salaries and supplies incurred in the operation of the collection service.

SECTION VI. Contractor Performance

Upon failure of CONTRACTOR to fulfill any of the provisions of this Agreement, the CONTRACTOR has 30 days after notification by the CITY to correct the deficiencies. If after 30 days the CONTRACTOR has not come into compliance, the CITY may declare, at its option, the Agreement terminated and may thereafter hire such replacement services as may be necessary to perform the service contemplated by this Agreement.

SECTION VII. Assignments and Sub-Contractors.

The CONTRACTOR shall not assign this Agreement or any interest therein or any privilege or right granted therein without the written consent of the governing body of the CITY. Consent to one assignment shall not be deemed consent to any subsequent assignment; neither shall the CONTRACTOR subcontract all or any portion off the work to be performed hereunder without the written consent of the government body of the CITY.

SECTION VIII. Other Activities by the Contractor.

The CONTRACTOR shall be free to contract with any commercial or industrial customers in the CITY for solid waste hauling/disposal and/or recycling services. The charges for such services

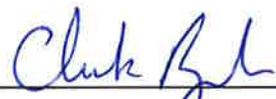
and all collection therefore, shall be a matter solely between the CONTRACTOR and the commercial or industrial customer.

IN WITNESS WHEREOF,

CITY OF SHERBURN

WASTE MANAGEMENT, INC.

By:   
City of Sherburn Mayor

By:   
Chuck Rynda – Vice President

By:   
City Administrator

**Appendix A**

**Effective January 1, 2014**

**RESIDENTIAL REFUSE SERVICE OPTIONS**

**32 Gallon Cart.....\$9.65 plus tax per month**

**64 Gallon Cart.....\$12.91 plus tax per month**

**96 Gallon Cart.....\$16.14 plus tax per month**

**(Refuse service subject to state and county taxes)**

**RESIDENTIAL RECYCLING SERVICE**

**Recycling Rate for Every-Other-Week Collection**

**\$3.47 per month per cart**

**Residents will have the option of 32-gallon, 64-gallon or 96-gallon recycling carts. All residents will initially receive a 64-gallon cart. There will be a one-time option to switch cart sizes at no cost after 60 days and prior to 90 days from the beginning of the contract.**

## Appendix B

### Comprehensive List of Items Collected for Recycling

Office Paper

Envelopes – NO Tyvek (reinforced fiber) or padded envelopes

Magazines and Catalogs

Newspapers and Inserts

Telephone Books

Post-It Notes

Junk Mail (unopened OK)

Paperback Books

Soft Cover Manuals

Hard Cover Books

File Folders

White/Pastel Packing Paper (NO tissue paper)

White Boxboard or Card Stock

Soft Drink or Beer Cartons

Cereal Boxes – remove inner packaging

Paper Bags or Other Brown Paper

Gray Paperboard, Boxboard, Egg Cartons

Dark-Colored Accordion Files

Plastic Bottles and Containers (#1 - #7)

Plastic Lids and Tubs (#1 - #7)

Plastic Water Bottles

Plastic Coffee Containers

Margarine & Yogurt Containers

Milk Cartons

Juice Boxes (and similar cartons)

Aluminum Cans

Metal Cans

Glass (no window glass or ceramics)

Cardboard

No Plastic Bags

## **Appendix C**

### **Unacceptable Materials**

**Household and industrial hazardous waste; electronic waste; batteries; tires; bulky waste such as mattresses or sofas; asbestos; chemicals; oils and oily rags; medicines or medical waste; florescent tubes and light bulbs; liquid wastes such as paints, thinners & removers; yard waste; appliances; air conditions; hot water heaters; furnaces. Most bulky items and appliance may be directly contracted for removal by the resident.**

## Resolution 2014-14

### ADDENDUM TO REFUSE/RECYCLING CONTRACT

WHEREAS, this addendum to the "Waste Management of Minnesota and Sherburn, MN – "CONTRACT FOR COLLECTION AND HAULING OF WASTE AND RECYCLABLES FOR THE CITY OF SHERBURN, MN" (Contract) beginning January 1, 2014, by and between Waste Management of Minnesota, Inc. ("Contractor") and the City of Sherburn, a Minnesota municipal corporation ("City"), is for the sole purpose of adding an addition rate level for seniors; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHERBURN, MINNESOTA, AS FOLLOWS:**

By mutual agreement between the Contractor and the City, the rate for households where all residents are at least 65 years of age will be fifteen (15) percent lower than the standard rate. This only applies to the 32-gallon trash cart and the recycling rate. The initial monthly rate will be \$8.20 for trash and \$2.95 for recycling. Adjustments will follow the guidelines specified in the Contract; and

All other terms and conditions of the original "CONTRACT FOR COLLECTION AND HAULING OF WASTE AND RECYCLABLES FOR THE CITY OF SHERBURN, MN" that began January 1, 2014, shall remain in effect.

WASTE MANAGEMENT OF MINNESOTA, INC.

  
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Chuck Rynda – VP Area Controller

DATE: 7-7-14

CITY OF SHERBURN

  
\_\_\_\_\_

Mayor

DATE: 7-7-14

VOTE:

\_\_\_\_\_ D. Behne \_\_\_\_\_ C. Behne \_\_\_\_\_ Ross \_\_\_\_\_ Ringnell \_\_\_\_\_ Olson