



***MUNICIPAL SOLID WASTE AND RECYCLING  
SERVICE AGREEMENT BETWEEN THE  
CITY OF BAYPORT AND  
TENNIS SANITATION, LLC.***

**January 1, 2021 - December 31, 2023**

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# AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Tennis Sanitation, LLC, "Contractor," and the City of Bayport, a municipal corporation of the County of Washington, State of Minnesota, "City;"

## **1 TERM OF THE AGREEMENT.**

The term of this Agreement shall be January 1, 2021, through December 31, 2023.

- 1.1** The City and Contractor, by mutual agreement, may elect to extend the Agreement, on mutually agreed terms and conditions. Nothing in this Agreement shall be interpreted to imply or infer that the City or Contractor is committed to such extensions.
- 1.2** The City reserves the right to terminate this Agreement for material breach or unsatisfactory performance by Contractor. Termination shall not affect the City's right to make a claim against Contractor or its Performance Bond for the damages on account for such a breach.

## **2 SCOPE OF THE AGREEMENT.**

The Contractor shall furnish all labor, skill and equipment as shall be necessary and adequate to provide for the satisfactory collection, transportation, and proper separation and processing of the Municipal Solid Waste (MSW), Recyclables, and Yard Waste from all residential dwellings in the City.

## **3 DEFINITIONS.**

All items or phrases used in this Agreement shall have the meaning given to the terms in Minn. Stat. 115A.01 – 115A.03, the City of Bayport 2040 Comprehensive Plan, the Washington County Waste Management Master Plan 2018—2036, and any updates to those Plans approved by the City or the County. Specific items listed in each definition shall be considered examples of the type of Solid Waste or Recyclables within each category.

- 3.1** "Abatement." The processes required to remove an assessment once charges have been certified to the county auditor for collection with the real estate taxes.
- 3.2** "Appliances." A device or instrument, especially an electrical device, designed to perform a specific function for household use. (Examples: washer, dryer, water heater, toaster, microwave, dehumidifier, air conditioner, etc. "
- 3.3** "Bulk Waste." Furniture, large toys, bicycles, lawnmowers, lawn chairs, carpet, and other Solid Waste with weights or volumes greater than those allowed for bags or Carts. Bulk Waste does not include construction debris, hazardous waste, or Consumer Electronics. (Examples: doors, windows, mattresses, etc.)
- 3.4** "Cart," or "Curbside Cart." Containers for MSW, Recyclables, or Yard Waste equipped with wheels and a lid in the following standardized sizes (approximate capacities): 35-gallon (Small), 65-gallon (Medium), 95-gallon (Large) further referred to as "Small", "Medium", or "Large."

- 3.5** "Collection." The aggregation and transportation of Solid Waste from the place at which it is generated and includes all activities up to the time when it is delivered to a processing facility.
- 3.6** "Commercial Structures." Buildings that contain 5 or more dwelling units; and buildings with commercial, industrial, professional, governmental, or institutional uses and which are located in the appropriate zoning district. Buildings with home occupations shall be considered residential structures
- 3.7** "Consumer Electronics." Any discarded device generated in a Residential Unit with a circuit board, including (but not limited to): televisions, computers, laptops, tablets, computer monitors, peripherals (e.g., keyboard, printer, mouse, etc.), cell phones, PDAs, DVD recorders/players and video cassette recorders/players, and fax machines.
- 3.8** "Contractor." The City's Solid Waste Contractor, Tennis Sanitation, LLC.
- 3.9** "Curb" or "Curbside." That portion of the right-of-way adjacent to paved or traveled roadways, including alleys.
- 3.10** "Curbside Solid Waste and Recycling Services." The Solid Waste collection services specified within this Agreement.
- 3.11** "Disposal." The treatment, utilization, processing, transfer, or deposit of Solid Waste.
- 3.12** "Excess Household Waste." Normal household waste that exceeds the capacity of the resident's Cart and is subject to a special fee for pick up.
- 3.13** "Hazardous Wastes." Defined in state statute, state rule, and county ordinance. Wastes are hazardous in Minnesota when they display one or more of these characteristics: ignitability, corrosivity, reactivity, toxicity, lethality, or are an oxidizer. These materials are not accepted at curbside Solid Wastes collection.
- 3.14** "Holidays." Any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day
- 3.15** "Mixed Municipal Solid Waste (MSW)." Defined in accordance with Minn. Stat. 115A.01 – 115A.03, including garbage, refuse, rubbish, trash, and other solid waste from residential and community activities that the generator of the waste aggregates for collection. MSW does not include auto hulks, street sweepings, ash, construction debris, tree and agricultural wastes, tires, lead-acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams. Also referred to in this Agreement as "garbage".
- 3.16** "Non-targeted materials." Materials that are not designated by the City as Recyclable.
- 3.17** "Normal Household Waste." Mixed Municipal Solid Waste typically generated by Residential households.

- 3.18** "Processing." The sorting, volume reduction, baling, containment, or other preparation of Recyclables delivered to a facility for transportation or marketing purposes
- 3.19** "Processing center." A facility in which solid waste and recyclable materials are processed. The facility will conform to all applicable rules, regulations, and laws of state, local or other jurisdictions.
- 3.20** "Recyclables." - All those materials which are required to be recycled under Appendix B.
- 3.21** "Residential Structure" shall include dwellings zoned as single-family, multi-family, apartments consisting of four or fewer units, including apartment dwellings, condominium and townhouse buildings, Bed and Breakfast, short-term rental operations, and businesses operating out of a residence. Single-family residences shall constitute one unit. Each unit of a multiple unit dwelling will constitute one unit.
- 3.22** "Resource Recovery Facility." A waste and recycling facility contracted by and/or operated by the Ramsey/Washington Recycling and Energy Board (R & E Board) in which Solid Wastes are processed.
- 3.23** "Single-sort Recycling." The required Recyclables Collection method in which items designated as "Recyclable materials" or "Recyclables" are placed in a Recycling Cart, without being sorted, for Curbside Collection.
- 3.24** "Solid Wastes." Any aggregate mention of the wastes for which Collection services are provided in this Agreement, including MSW, Recyclables, Bulk Waste, Yard Waste, etc.; the general term for the Wastes addressed by this Agreement.
- 3.25** "Source Separated Organic Materials (SSOM)." Includes food waste and other compostable organic materials that are source-separated for recovery. Also referred to as "Food waste/Organics" and "Source Separated Organics."
- 3.26** "Yard Waste." Grass trimmings, leaves, garden wastes, twigs, and miscellaneous tree seeds and cones, and bundled brush not exceeding four (4') feet in length or forty (40) pounds per bundle.

#### **4 BILLING.**

- 4.1** Contractor shall be responsible for billing and collecting charges from all units serviced under this Agreement, which shall include apartment dwellings, including condominium and townhouse buildings, Bed and Breakfast operations, and businesses operating out of a residence. Contractor shall immediately report to the City all premises that discontinue solid waste services. The Contractor shall be compensated for the billing responsibility per unit as established by resolution of the City Council.
- 4.2 Residential Solid Waste & Recycle Material Collection (Fees).**

The Contractor's service fees for residential and multi-family complexes using Carts

for solid waste and recycling material collection shall be determined in accordance with the fee schedule attached hereto as Appendix "A". This schedule will be in effect during the period of January 1, 2021, through December 31, 2023. The fees will be adjusted by no more than 4.0% for the period of January 1, 2022, through December 31, 2022, and by no more than 4.0% for the period of January 1, 2023, through December 31, 2023. In addition, the contractor may charge an additional \$0.08 per \$1.00 increase imposed by the Resource Recovery Facility. In the event the Contractor should incur any other actual increases in government taxes/fees, the City agrees to negotiate with the Contractor to rectify the inadequacies. Both parties must agree upon these other adjustments.

Multi-family residences of three (3) or more units and businesses operated out of a residence shall be entitled to choose the MSW Cart size at the normal rate, or in lieu of Carts, a dumpster of similar capacity. If a dumpster is provided in lieu of a Cart, refer to Section 8.2 for more information.

**4.3 Certification of Unpaid Bills.** The Contractor shall make reasonable efforts to collect payments past due. Delinquent accounts will be contacted by the Contractor via email, mail, or telephone if the account holder has not made payment 15 days after receiving two consecutive unpaid invoices or has a balance equivalent of two invoices. After the time of contact, the Contractor shall allow the account holder a reasonable amount of time not to exceed 10 days to make payment. If the Contractor has not received payment by the due date specified, the Contractor will certify the delinquent account information to the City and invoice the City for the delinquent charges. The City will pay the Contractor for the delinquent charges within 30 days of the charges being certified to the City. The Contractor shall certify to the City all unpaid invoices and charges which are 60 days or more delinquent by August 30 of each contract year to facilitate the City's assessment of the unpaid invoices and charges. Nothing in this section shall prevent the Contractor from certifying any new or additional delinquent charges incurred before or after the certification deadline.

**4.4 Treatment of Payments Made Post-Certification.** Contractor will not accept any further delinquent payments from account holder after certifying delinquent charges to City, Any delinquent payments received by Contractor after certification to City will be treated as a credit for future charges and not as satisfaction on delinquent charges.

## **5 DISPOSITION OF MATERIALS.**

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

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

**5.3** Contractor shall dispose of Yard Waste at a properly permitted and/or licensed

compost site. The Contractor shall, upon the request of the City, inform the City in writing of the place and method of disposal and of any changes in the place or method.

- 5.4 Contractor will comply with Minnesota Statutes 115A.46 and 115A.47 by delivering all waste generated by municipal activities and all waste generated through waste services contracts/agreements arranged for by the City on behalf of its residents to the Ramsey/Washington County Recycling and Energy Board (R&E Board) Facility located in Newport, MN.

## **6 COLLECTION LOCATION, SCHEDULE, AND DAILY SERVICE HOURS.**

- 6.1 Contractor shall make MSW curbside pickup at all residential units in the City one time per each week during the term of this Agreement. All MSW from each dwelling, including yard waste, bulk waste, and other material shall be collected on the same day.
- 6.2 Single-sort Recycling shall be picked up every week on the same day as MSW and other materials are collected.
- 6.3 Daily service hours shall be between the hours of 7:00 a.m. and 7:00 p.m. No Collection service shall take place outside of these hours.
- 6.4 After the Contractor has picked up the MSW and Recycling from a residence, the Contractor shall return all carts to a point that does not impede the roadway.
- 6.5 The Contractor shall make arrangements with aged or physically impaired residents to accommodate collection and return of their MSW and Recycling Carts, instead of requiring them to make their Carts available at Curbside for pickup.

## **7 QUANTITY LIMITS.**

- 7.1 The fee for collection of Normal Household Waste shall be as provided in the Rate Schedule as adopted and amended by resolution of the City Council.
- 7.2 Contractor shall provide curbside pick-up for Appliances, Consumer Electronics and Bulk items and charge according to Bulk item fee list.
- 7.3 The Contractor shall not be obligated to collect tires, rocks, sod, cement, dirt, stumps, or logs in excess of four inches (4") in diameter.

## **8 VOLUME BASED MSW SYSTEM.**

Volume/Weight-based MSW fees must be offered to each residence, in compliance with MN Stat. 115A.93 sub. 3.

- 8.1 The Contractor shall furnish and deliver Carts for MSW in small, medium, and large sizes to residents. Residents shall be allowed to choose the number and size of the Cart(s) for their residence and will be billed according to the Rate Schedule as established by resolution of the City Council. If the Contractor chooses to supply Carts that are slightly larger than the sizes listed above, it shall be considered in compliance with this provision. Carts will remain the property of the Contractor.
- 8.2 The purpose of this section is to ensure that all dumpster accounts are equally charged by size and number of service days.

Multi-family residences of three (3) or more units and businesses operated out of a residence shall be entitled to choose the MSW Cart size at the normal rate, or in lieu

of Carts, a dumpster of similar capacity. If a dumpster is provided in lieu of a Cart, the rate charged for the dumpster shall be at the rate negotiated directly with the Contractor.

Multi-family complexes currently using dumpsters rather than carts will be charged by size and number of service days.

Bulk Rates for multi-family residents of three (3) or more units and businesses operated out of a residence shall be the same as for single-family units, unless otherwise directly negotiated with Contractor.

The Contractor will notify the multi-family complexes that elect to use a dumpster in lieu of Carts before any change in rates are implemented.

- 8.3** In the event a resident desires collection of waste in excess of the Cart size it has selected, the Contractor shall pick up the excess waste and bill the resident directly on the resident's bi-monthly invoice in the amount of \$3.00 for each additional 35-gallon bag or equivalent of excess household waste.
- 8.4** The Contractor shall not be obligated to change Cart size at intervals of less than three (3) billing quarters and upon less than thirty (30) days' notice.
- 8.5** The rate for collection per month shall be as stated on the Rate Schedule as, "Adopted and amended by resolution of the City Council."
- 8.6** Residents who will be continuously absent from the City for more than 90 days shall be entitled to a reduced rate to \$0.00 per month during the period of their absence. Notification shall be made by the Resident to the Contractor that they will be absent for more than 90 days.

## **9 MSW TIPPING FEES/HAULER REBATE.**

- 9.1** It is agreed by the Contractor and the City that disposal rates are a combination of tipping fees and hauler rebates. The Contractor is entitled to increase disposal rates by \$0.08 for every \$1.00 increase in tipping fee. Notwithstanding this right of rate increase, in the event that the net of tipping fees and hauler rebates increase or decrease in any given 12-month period, either party may request a rate adjustment by contacting the other party. Any rate adjustments that vary from the \$0.08/\$1.00 adjustment, shall be negotiated between the parties and approval will not be unreasonably withheld. A maximum of one (1) adjustment per 12-month period is allowed.
- 9.2** The tipping fee at the R&E Board Facility in 2020 is \$82.00 per ton and the Hauler Rebate is \$0.00 per ton. The tipping fee at the R&E Board Facility in 2021 is \$84.00 per ton and the Hauler Rebate is \$0.00 per ton. The net disposal cost for 2021 is \$84.00 per ton. Any non-tipping fee increases or decreases in 2021, 2022, 2023 in disposal cost will be negotiated between the City and Contractor.

## **10 RECYCLING AND MISC COLLECTION.**

- 10.1** The pickup of Recyclables shall be unlimited.
- 10.2** Residential Units. Contractor shall provide a minimum of one (1) 65-gallon Cart for the collection of "Single-sort" Recycling per residential unit. Residents shall be allowed to choose the number and size of the Recycling Cart for their residence at no additional charge. Residents who choose a smaller size Recycling Cart will not

receive a discount or reduced recycling charge.

- 10.3** Multi-family residences. Three (3) or more units and businesses operated out of a residence shall be entitled to choose the Recycling Cart size of their choice. Carts will remain property of the Contractor.
- 10.4** Washington County and the Contractor shall jointly approve the list of Recyclables collected by Contractor. The list must remain current with the Washington County List of Standard Recyclables; Contractor may add Recyclables for which it has stable markets. Current recyclables are included here as “Appendix B.”
- 10.5** Single-sort Recycling shall be picked up every week on the same collection day of the week as a resident’s MSW and Yard Waste.
- 10.6** Contractor shall assist in the Recycling publicity and public education at the request of the City. Contractor agrees to cooperate in the development and distribution of educational material to help reduce Solid Waste generation and improve Recycling practices and disposal attitudes and habits.
- 10.7** Contractor agrees to replace worn or unreadable Recycling stickers on Carts as part of the continued education of residents on Recycling
- 10.8** Contractor shall be responsible for annually informing residents of the “Single- sort” Recycling program. The City shall be informed and receive copies of all information distributed to Bayport residents. The City requires the Contractor to publish and mail to each service address an annual public education brochure that contains the following Recycling information for City residents:
  - 
  - List of materials to be included for Recycling
  - Examples of non-targeted materials that cannot be recycled in the City’s Recycling program
  - General information about Curbside Recycling and multi-family Recycling instructions
  - How to prepare materials
- 10.9** Holiday Trees. Contractor will collect Holiday Trees the first two weeks of January at no cost to the residents. Collection of Holiday Trees outside of this designated collection period will be subject to fees determined by the Contractor. Advertisement and/or notice of this service to residents is the responsibility of Contractor. Notice must be made at least one-week before collection begins.
- 10.10** Clean-Up Day. Contractor will coordinate with City to conduct at least one Citywide Clean-Up Day per calendar year during either spring or fall. Clean-Up charges will be billed directly to the city.

## **11 DATA RETENTION AND REPORTING.**

- 11.1** Contractor shall compile and retain Solid Waste data and report county-required data to Washington County. In addition, the Contractor shall furnish the City copies of Solid Waste reports that are submitted to Washington County when requested. Failure to furnish this data to the County within 20 business days of it being due shall entitle the City to withhold any payments due to the Contractor until the data is received by the County.
- 11.2** Contractor must also provide to the City upon request any data generated as a result

of this Agreement that is required by Washington County including data pertaining to household participation rates.

## **12 COOPERATION.**

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

## **13 COMPLAINTS.**

**13.1** The Contractor shall establish and maintain an office for accepting complaints and resident calls. The office shall be in service during the hours between 8:00 a.m. and 4:30 p.m., Monday through Friday, except Holidays. The address and telephone number of the office and any subsequent changes shall be given to the City in writing.

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

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

## **14 DISPUTE RESOLUTION.**

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

**14.2** In the event a dispute shall arise between the Contractor and the City, with respect to the amount of monthly compensation entitled to the Contractor from the City, duly appointed City and Contractor representatives should meet and endeavor to resolve the differences. In the event the dispute cannot be so resolved both the City and Contractor shall be bound by the terms and conditions of this Contract. Disputes that require legal action will be dealt with in Washington County District Court. This contract shall be construed in accordance with the laws of the State of Minnesota.

## **15 MUNICIPAL FACILITIES COLLECTION REQUIREMENTS.**

**15.1** Contractor shall collect and dispose, without additional charge, such MSW and Recycling as is the responsibility of the City, or which is accumulated by the City, or for the City, including Recycling and MSW from all City-owned facilities:

- City Hall, 294 Third Ave. N.
- Public Works Building, 98 Second Ave. S.
- Bayport Public Library, 582 Fourth St. N.
- Fire Station, 1012 Fifth Ave. N.
- Nature Center, 1215 Inspiration Pkwy S.

**15.2** Contractor and City shall mutually determine appropriate size receptacles based on need.

15.3 In the event of a natural disaster within the City, the Contractor shall make dumpsters available as necessary for the cleanup at a price to be negotiated at the time the service is rendered.

## 16 EQUIPMENT.

16.1 Vehicles used for the Collection of Recyclables shall be clearly signed on both sides as a Recycling Collection vehicle. In addition, all Collection Vehicles used in performance of the Agreement shall:

- Be marked with the name and telephone number of the Contractor prominently displayed on both sides of the truck. The lettering must be at least three (3) inches in height
- Operate within the weight allowed by Minnesota Statutes and local ordinances;
- Be duly licensed and inspected by the State of Minnesota;
- Have a two (2) way communication device;
- Have a first aid kit;
- Have an approved fire extinguisher;
- Have warning flashers;
- Have a broom, shovel and absorbent material for cleaning up solid or fluid spills;
- Have warning alarms to indicate movement in reverse;
- Have a sign on rear of vehicle which states *"This vehicle makes frequent stops"*;
- All of the required equipment must be in proper working order.
- All vehicles must be maintained in proper working order and be as clean and free of offensive odors as possible.

## 17 PERSONNEL REQUIREMENTS.

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

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

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

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

- Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- Make a concerted effort to have at all times a presentable appearance and attitude.
- Wear a uniform and employee identification badge or name tag.
- Drive in a safe and considerate manner.

- Manage Carts and multiple family Carts in a careful manner so as to avoid spillage and littering, or damage to the Cart. Carts should not be thrown once emptied.
- Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- Avoid damage to property.
- Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

## **18 LICENSES AND PERMITS.**

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

## **19 OPTIONAL SEASONAL YARD WASTE CART RENTAL.**

**19.1** Contractor will offer an option for Yard Waste Cart use. For a monthly-use fee of \$7.00, Tennis Sanitation will provide a 95-gallon (approximate size) Cart for residents to place Yard Waste in. The Cart may be utilized year after year, during the period of this Agreement. The fee will be an additional cost to the resident. The carts will remain the property of the Contractor. Yard-waste service shall not be prorated. Each additional paper compostable bag next to Yard Waste cart for weekly pick up is chargeable at \$2.00 per additional bag.

**19.2** The optional Yard Waste Cart eliminates the need for residents to purchase the compostable bags now required by Minnesota State Statute as materials can be placed loose into the Cart. Any Yard Waste outside of the Cart must still be in compostable bags or bundled and tied. The carts will remain the property of the Contractor.

**19.3** Contractor will offer an option for a one time pick up for Yard Waste. The Yard Waste would need to be placed into paper compostable bags, and be prescheduled for pick up by 9am on Friday. The per bag Yard Waste charge is \$4, with a \$8 minimum.

## **20 SCHEDULES.**

**Severe Weather.** The Contractor may postpone Collections due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but not be limited to, those cases in which snow, sleet, ice, or cold temperatures might jeopardize the safety of the Contractor's staff or result in unsafe driving conditions. If Collections are postponed, the Contractor shall notify the City within one (1) hour of the determination being made. Upon postponement, Collection will be made on the immediately following business day or the immediately following Saturday, whichever is soonest.

## **21 CHANGE IN COLLECTION SCHEDULE.**

**21.1** Contractor may request a change in the schedule by requesting the change in writing to the City at least sixty (60) days from the proposed date of the requested change. Any change in schedule must be approved by the City before being implemented. A change shall be affected only upon prior, written authorization from the City and upon publication at least once in a newspaper of general

circulation in the City during the week before the change.

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

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

## **22 INSURANCE REQUIREMENTS**

**22.1** Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Agreement and shall remain continuously in force for the duration of the Agreement. The Contractor shall provide Certificates of Insurance to the City as evidence of the required insurance coverage requirements by approximately December 15 of each year. Contractor's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement. Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled without at least thirty (30) days advanced written notice to the City or in case of non-payment of premium, at least ten (10) days written notice of cancellation. Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and be authorized to do business in the State of Minnesota. The Contractor and its sub-contractors shall secure and maintain the following insurance:

A. Workers Compensation Insurance. Workers compensation insurance as specified by state and federal law. Coverage shall include Employer's Liability with minimum limits as follows:

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

B. Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury and property damage which may arise from operations under the Agreement with minimum limits as follows:

- \$2,000,000 – per occurrence
- \$4,000,000 – annual aggregate
- \$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages should be included:

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

C. Business Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury and property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under this Agreement with minimum limits as follows:

- \$2,000,000 – per occurrence combined single limit for bodily injury and property damage

This insurance includes a cause of loss where there is a spill of fuels, lubricants, and other noxious substances used in the vehicle for its operation. Insurance must cover bodily injury, property damage and the cost of cleanup.

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

## **23 TRANSFER OF INTEREST.**

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

## **24 NON-ASSIGNMENT AND BANKRUPTCY.**

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

## **25 PERFORMANCE BOND, PAYMENT BOND.**

**25.1.** This Agreement specifies requirements for a performance bond in the case of the Contractor's failure to perform contracted services. The performance bond shall be for a minimum of \$50,000. The responsibility for renewal is the responsibility of the Contractor.

**25.2** This Agreement specifies requirements for a payment bond in the case of the Contractor's failure to properly pay for goods and equipment, including vehicles, used in performance of the Agreement. The performance bond shall be for a minimum of \$50,000. The responsibility for renewal is the responsibility of the Contractor.

## **26 GENERAL COMPLIANCE.**

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

**26.2** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee

between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or subcontractors of the Contractor only and not of the City; and any and all claims that might arise, including worker's compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

**27 HOLD HARMLESS.**

The Contractor agrees to defend, indemnify and hold harmless the City, its officers, and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from negligent act or omission, misfeasance or malfeasance of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this Agreement, any resulting environmental liability that is a result of this Agreement or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Agreement.

**28 ACCOUNTING STANDARDS.**

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

**29 RETENTION OF RECORDS.**

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

**30 DATA PRACTICES.**

**30.1** The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

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

**31 INSPECTION OF RECORDS.**

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

all relevant data.

**32 APPLICABLE LAW.**

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

**33 AGREEMENT TERMINATION.**

**33.1** The City may cancel the Agreement if the Contractor fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured after thirty (30) days written notice has been provided.

**33.2** The City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Agreement is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by the Contractor under this Agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

**34 EMPLOYEE WORKING CONDITIONS AND CONTRACTOR'S SAFETY PROCEDURES.**

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

**35 AGREEMENT AMENDMENTS.**

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

**36 MISSED COLLECTIONS AND CLEANUPS.**

**36.1** If the Contractor shall fail to make a Collection at any residence, it shall do so within twenty-four (24) hours after notification from the City or resident of the address where the Collection was not made.

**36.2** If the Contractor's operations result in the damage or destruction of an MSW or Recycling Cart, it shall replace the Cart within one (1) service day after notification from the City or resident of the address where the Cart was damaged.

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

**37 CURBSIDE RULES AND REGULATIONS.**

**37.1** The City agrees to enact and to continue in effect reasonable regulations obligating its citizens to make the MSW and Recycling Carts reasonably accessible to the Contractor on the day of Collection.

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

1. That residential Solid Waste services are mandatory and collectable only by the authorized Contractor;
2. That the consumer shall be responsible for the damage or loss of a Cart caused by their negligence and shall be liable to the Contractor for this damage, except that reasonable wear is expected;
3. That no mixing of MSW, yard waste, or hazardous waste is permitted;
4. That no Cart be unreasonably compacted by stuffing or otherwise;
5. That a 35-gallon bag of waste not exceed 30 pounds, and a bag of yard waste not exceed 40 pounds;
6. After Collection by the Contractor, Cart shall be returned by the Contractor to a point that does not impede the roadway.

**38 GUARANTY OF NONDISCRIMINATION.**

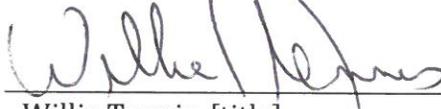
**38.1** Contractor agrees that during the life of the Agreement, the Contractor will not, within the State of Minnesota, discriminate against any employee or applicant for employment because of race, color, creed, national origin or ancestry, or sex and will include a similar provision in all subcontracts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

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

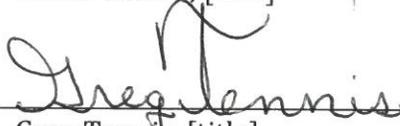
**39 RENEWAL TERMS.**

Nothing in this Agreement shall be construed to require an extension of this Agreement. Upon expiration of the Agreement, the City and Contractor, shall upon mutual agreement extend the Agreement; or the City may invite additional Agreement applications or proposals or terminate the Agreement without further action.

**Tennis Sanitation, LLC**



Willie Tennis, [title]



Greg Tennis, [title]

**City of Bayport**



Susan St. Ores, Mayor



Adam R. Bell, City Administrator

**APPENDIX "A" - SOLID WASTE & RECYCLING MONTHLY RATE SCHEDULE**

<b>January 1, 2021 - December 31, 2021</b>			
<b>Type of Service</b>	<b>Small Container (35 gal)</b>	<b>Medium Container (65 gal)</b>	<b>Large Container (95 gal)</b>
Solid Waste	\$8.38	\$11.28	\$15.33
Recycling	\$8.00	\$8.00	\$8.00
Taxes	\$3.75	\$5.05	\$6.86
<b>Total</b>	<b>\$20.13</b>	<b>\$24.33</b>	<b>\$30.19</b>
<b>January 1, 2022 - December 31, 2022</b>			
<b>Type of Service</b>	<b>Small Container</b>	<b>Medium Container</b>	<b>Large Container</b>
Solid Waste	\$8.72	\$11.73	\$15.94
Recycling	\$8.32	\$8.32	\$8.32
Taxes	\$3.90	\$5.25	\$7.13
<b>Total</b>	<b>\$20.94</b>	<b>\$25.30</b>	<b>\$31.39</b>
<b>January 1, 2023 - December 31, 2023</b>			
<b>Type of Service</b>	<b>Small Container</b>	<b>Medium Container</b>	<b>Large Container</b>
Solid Waste	\$9.07	\$12.20	\$16.58
Recycling	\$8.65	\$8.65	\$8.65
Taxes	\$4.06	\$5.46	\$7.42
<b>Total</b>	<b>\$21.78</b>	<b>\$26.31</b>	<b>\$32.65</b>

## APPENDIX “B” - RECYCLABLES

**RECYCLABLES:** Recyclable Materials or Recyclables: The current list of recyclables includes:

◆ **Textiles**

Clothes and linens	Shoes and boots
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◆ **Paper and Corrugate**

Food containers (cartons, juice boxes, cereal boxes, pizza boxes, and similar)	Common household office cardboard (tissue boxes, packaging, toiletries, etc.)
Boxboard (including cereal, cake, chip, and cracker boxes; Aseptic juice cartons and milk cartons)	Newspapers and regular office paper
Phone books, junk mail, magazines and similar	Brown paper bags
Advertising inserts	Catalogs
School paper	Corrugated cardboard

◆ **Glass** - All glass food or beverage jars and bottles (clear, brown, or green)

◆ **Metal**

Steel, tin, aluminum, or bi-metal cans or small containers
Small scrap metal (silverware, hangers, pots, pans, small car parts, foil, etc.)
Aerosol cans

◆ **Plastics**

All rigid plastic containers (plastics 1 through 7, excluding #6 Styrofoam)
non-bottle tubs (food containers, kitty-litter pails, laundry baskets, etc.)
drained motor oil bottles
Landscape edging
Large plastic – playhouses and similar plastic children’s toys

**RECYCLABLES do not include the following:**

Styrofoam	Garbage	Dishware
Mirrors	Window or auto glass	Vinyl siding
Light Bulbs	Ceramics	Motor oil
Porcelain	Plastics unnumbered	Hazardous waste
Plastic bags	Black deli/microwave trays	
<b>Excluded Materials:</b>	Fiber containing, or that has been in contact with, food debris	
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.	

If loads of the mixed recyclables materials not meeting Contractor’s specifications for acceptable recyclables, Contractor shall have the right to reject the load in whole or in part, or to handle the contaminated load (i.e., landfill disposal) and impose additional reasonable charges on Customer.