

**SECOND AMENDMENT OF CONTRACT
FOR COLLECTION OF RESIDENTIAL GARBAGE AND REFUSE**

WHEREAS, the City of Northfield, a Minnesota municipal corporation (the “City”), and Dick’s Sanitation Service, Inc., a Minnesota corporation (the “Contractor”), originally entered into a Contract for Collection of Residential Garbage and Refuse (the “Contract”) on December 18, 2012; and

WHEREAS, the City and Contractor subsequently entered into a Contract Amendment for Collection of Garbage and Refuse from Various City Facilities and the Downtown Area of Northfield (the “First Amendment”) on January 7, 2014; and

WHEREAS, the initial term of the Contract and Amendment expires March 31, 2019 unless extended by the Parties; and

WHEREAS, pursuant to paragraphs 8.a. and 14.k. of the Contract, the Parties now desire to extend and amend the Contract and First Amendment for an additional term as hereinafter provided.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Extension. Pursuant to paragraph 8.a. of the Contract, the Contract and First Amendment term is hereby extended from the original expiration date of March 31, 2019 until December 31, 2025.
2. Amendment. Paragraph 2, Standards for Collection, of the Contract is hereby amended as follows

Contractor shall collect all garbage, refuse, recyclables, organic food/wet waste, and yard waste as defined in the Code of Ordinances of the City, provided that it is put out for collection in containers and in a manner that meet the standards prescribed by the City. Bagged yard waste to which a yard waste tag is affixed shall be hauled if it is placed ~~in compostable bags and put~~ at curbside. If garbage, refuse, recyclables, organic food/wet waste, and yard waste is put out for collection in a manner not consistent with the standards prescribed by the City, Contractor shall not be obligated to collect such items, but shall inform the household resident of the proper method of putting such items out for collection.

It is the City’s desire that residential curbside recycling collection takes place bi-weekly on the same day and during the same hours as collection of garbage, refuse, organic food/wet waste, and yard waste. Rice County is responsible for the recycling program for all Rice County households and for providing compensation to the Contractor for recycling services. If the Contractor (under this Contract) is also the contractor for collection of recyclables under a contract with Rice County and/or Dakota County, then Collection service under this Contract shall be on the same day that recyclables are

collected within the City of Northfield. If another contractor begins providing collection services for recyclables under a contract with either or both Rice County and/or Dakota County, then the Contractor shall make available to that county contractor its route information to enable that contractor to collect recyclables on the same day refuse is collected. The City shall bill Dakota County residents for recycling services and pay such amounts to the Contractor providing the curbside recycling service as established by City Council Resolution #94-64.

Garbage, refuse, recyclables, organic food/wet waste, and yard waste collection related to any program under this Contract shall not include toxic or hazardous waste, or other materials prohibited by law, or considered unacceptable by the receiving disposal facility.

Contractor shall haul all garbage and refuse collected in the City to the Rice County Sanitary Landfill, unless directed to haul to another Minnesota Pollution Control Agency (MPCA) approved landfill by the City Council. If the Rice County Landfill is unexpectedly closed from time to time because of weather conditions (such as excessive wind), the Contractor shall haul refuse to another MPCA-approved facility mutually agreeable to the Contractor and the City's Public Works Director. The City will pay directly to the landfill or disposal facility the disposal costs (tipping fee) for garbage and refuse collected under this contract. The Contractor may not co-mingle garbage and refuse collected under this Contract with garbage and refuse collected under any other contract or from any other customer(s) under a subscription service. Organic food/wet waste and yard waste collected under this contract shall be hauled to an approved facility mutually agreeable to the City and the Contractor.

3. Amendment. Paragraph 4.a., Basic Service, of the Contract is hereby amended as follows:

Basic Service. The basic service for collection of garbage and refuse shall be one (1) twenty (20) gallon cart, one (1) thirty-five (35) gallon, one (1) sixty-four (64) gallon container, or one (1) ninety-six (96) gallon container, at the option of the customer. Should the City of Northfield by December 31, 2013 exercise the option to initiate the service for collection of organic food/wet waste (OFWW) and yard waste, the Contractor shall supply to each household one sixty-four (64) gallon container for that purpose. The Contractor shall supply such containers for the collection of garbage, refuse, recyclables and yard waste to all households and shall replace all lost, stolen, damaged or defective containers. If Rice or Dakota Counties, respectively, do not supply containers for recyclables, the Contractor shall supply containers for collection of recyclables with either one (1) sixty-four (64) gallon container, or one (1) ninety-six (96) gallon container, at the option of the customer. The Contractor shall coordinate directly with the respective counties regarding the same. Except as otherwise provided with respect to a county recycling program, aAll containers shall remain the property of the Contractor. The Contractor shall provide the City with a list of users for all three different container sizes for billing purposes on the first business day of each month.

4. Amendment. Paragraph 4.d., Brush Collection, of the Contract is hereby amended as

follows:

Brush Collection. Brush collection service must be provided by the Contractor when residents request this service by contacting the Contractor. This service must be provided all year. Brush is defined as hedge clippings, tree trimmings and branches. Limb size must be less than six (6) inches in circumference. The cost for this service shall be ~~\$2.00~~ **\$3.00** per bundle and will be billed to the customer directly for the service. All bundles shall be no more than 4 ft. long and 3 ft. in diameter and tied so that one person can easily handle it. The Contractor shall deliver the brush materials to the City of Northfield yard waste site or a site that has been approved by the Minnesota Pollution Control Agency and the City. For disposal of brush materials at the City of Northfield yard waste disposal site, which have been collected from residential customers covered by this Contract and from within the corporate limits of the City, there will be no charge to the Contractor.

5. Amendment. Paragraph 4.e., Yard Waste Collection, of the Contract is hereby amended as follows:

Yard Waste Collection. Until or unless the City exercises the option to initiate organic food/wet waste (OFWW) and yard waste per the Contractor's Proposal dated September 6, 2012, and attached hereto as Exhibit 1, yard waste collection service shall be provided for the collection of grass clippings and leaves by the Contractor. ~~Yard waste tags Paper compostable bags for this purpose~~ shall be provided by the Contractor for sale. The point of sale for yard waste tags within the City shall be at the EconoFoods Store located at 601 Division, Northfield MN. The Contractor shall be responsible for the sale of the yard waste tags ~~bags~~ and the cost of the tags affixed to yard waste bag on a per bag basis ~~bags~~ shall be payment for the Contractor's yard waste collection services. Contractor shall notify the City in the event of a change in point of sale location. The Contractor shall deliver the yard waste materials to the City yard waste site or a site that has been approved by the Minnesota Pollution Control Agency and the City. For disposal of yard waste at the City of Northfield yard waste disposal site, which has been collected from residential customers covered by this Contract and from within the corporate limits of the City, there will be no charge to the Contractor. Collection of yard waste materials shall take place between April 1 and May 15 (spring collection) and October 1 and November 15 (fall collection) each year. The ~~compostable-yard waste~~ bags that have purchased yard waste tags properly affixed to them shall be collected by the Contractor on the same day as garbage service is provided if set out at curbside by 7:00 A.M. the day of collection. Yard waste collection shall be provided by the Contractor only when residents request this service by contacting the Contractor during the above dates and properly affixing the purchased yard waste tags to yard waste bags. The Contractor may also sell yard waste tags to affix to bags to other local retail outlets and in that event shall charge such outlets ~~\$2.00~~ **\$3.00** per tag bag, provided that an outlet may mark up the cost from time to time.

If the City and Contractor agree that the Contractor will offer residents of the City carted yard waste service in addition to the tagged yard waste service provided above, the fee for such carted yard waste service charged to residents requesting such service shall be \$90.00 for the entire Spring to Fall season with carted yard waste picked up on a weekly

basis by Contractor during such season in a Contractor provided yard waste cart, which cart shall be provided at no cost (other than the above service cost) to each resident signing up for the carted yard waste service. The City and Contractor agree that the Contractor must have a minimum of 200 City residents signed up for the carted yard waste service in order to offer this service in the City.

6. Amendment. Paragraph 4.f., Organic Food/Wet Waste (OFWW), of the Contract is hereby amended as follows:

Organic Food/Wet Waste (OFWW). At any time during the life of this Contract, and at a time mutually agreeable to the City and the Contractor, the City may exercise an option to initiate ~~either a pilot program leading to city-wide full scale collection of OFWW, or full scale city-wide collection of OFWW without a pilot program.~~ The OFWW shall include the collection of yard waste and OFWW in a single container as detailed in the Contractor's proposal dated September 6, 2012, Exhibit 1. In the event the City decides to implement this program the Contractor's initial pricing indicated in the table included in Paragraph 9, below shall apply in the year this program is started will be \$7.97 per home. The initial rate shall be increased based on the same schedule and proportionate percentage increases as provided for refuse collection in Paragraph 9. Participation of all customers in the Contract service area will be required in order to implement this program. The City will pay directly to the OFWW landfill or disposal facility the disposal costs (tipping fee) for OFWW collected under this Contract. The Contractor may not co-mingle OFWW collected under this Contract with OFWW collected under any other contract or from any other customer(s) under a subscription service. Organic food/wet waste and yard waste collected under this Contract shall be hauled to an approved facility mutually agreeable to the City and the Contractor. The Contractor agrees to hold this pricing offer valid through the life of the Contract, or a date beyond that which is mutually agreeable to the Parties.

7. Amendment. Paragraph 4.g., White Goods and Electronics Collection, of the Contract is hereby amended as follows:

White Goods and Electronics Collection. Provided that a household resident makes special arrangements with the Contractor, the Contractor shall collect and dispose of large items commonly known as white goods, including but not limited to refrigerators, stoves, dishwashers, washers, dryers and mattresses. With prior notice by the Homeowner, the Contractor shall also collect and dispose of electronics devices including computers, keyboards, copiers, scanners, printers, fax machines, televisions, console televisions, video players/recorders, video cassette players/recorders, and other similar devices. The Contractor shall bill and collect from the householder directly. The costs for these services are outlined in the tables, below. These prices may be modified from time to time with City approval. These charges will also be charges on "Spring Clean-up Days." Described in sub paragraph h, below.

White Goods

Item	Charge	Item	Charge
Air Conditioner	\$35.00	Freezer	\$35.00
Brush (per bundle)	\$2.00 \$3.00	Mattress/Box Spring	\$20.00 \$35.00
	\$2.00 \$5.00 per tire; and \$10.00 per tire with rim		
Car Tire		Microwave Oven	\$25.00
Dishwasher	\$25.00	Refrigerator	\$25.00
Dryer	\$25.00	Stove	\$25.00
Washer	\$25.00		

Electronics	
	\$25.00
Price Per Item	\$40.00
Bulk (Price per Pound)	\$0.29

8. Amendment. The Contract is hereby amended to add a new Paragraph 4.i., as follows

Annual Load Audit. The Contractor shall once per year of this Contract select one truck with a full load of garbage and refuse collected from a route within the City to audit the contents thereof and prepare a written report of the same for the City. The audit shall involve the Contractor dumping one full load from one garbage and refuse collection truck, from a route within the City on a single day per year, on a flat surface under the ownership or control of the Contractor or an area the Contractor is otherwise authorized to use, and sift through the garbage and refuse collected in order to audit and report to the City the types of garbage and refuse being disposed of, and specifically audit and measure the amount of organic materials being disposed of.

9. Amendment. Paragraph 9, RATES AND PAYMENT, of the Contract is hereby amended to read as follows:

RATES AND PAYMENT.

The following shall be the maximum monthly rates for garbage and refuse collection per household unit:

Collection Fee Per Month Per Household							
Year	2019	2020	2021	2022	2023	2024	2025

Refuse	<u>\$7.70</u>	<u>\$7.70</u>	<u>\$8.00</u>	<u>\$8.00</u>	<u>\$8.30</u>	<u>\$8.30</u>	<u>\$8.60</u>
OF/WW	<u>\$7.97</u>	<u>\$7.97</u>	<u>\$8.30</u>	<u>\$8.30</u>	<u>\$8.60</u>	<u>\$8.60</u>	<u>\$8.95</u>
Alt. OFF/WW	<u>\$5.20</u>	<u>\$5.20</u>	<u>\$5.45</u>	<u>\$5.45</u>	<u>\$5.65</u>	<u>\$5.65</u>	<u>\$5.90</u>

The City shall collect the basic charges from residents and shall pay such compensation to Contractor on or before the 10th day of each month for the collection service billed during the preceding calendar month.

10. Amendment. Paragraph 14.k., General Terms, of the Contract is hereby amended as follows:

Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Contractor. In the event that during the term of this Contract, new innovations come forward in the industry for delivery of garbage, refuse, recyclables or OFWW collection and disposal services, this Contract may be re-opened at the election of the City for purposes of negotiating new or modifying or amending terms or conditions herein for purposes of implementing such innovations within the City. Contractor shall have the right of first refusal.

11. Ratification. Except as provided herein, all provisions of the Contract and First Amendment are ratified and confirmed by both Parties. Except as otherwise provided in this Second Amendment, all provisions of the Contract and First Amendment shall remain in full force and effect, and in the event of any inconsistency or conflict between this Second Amendment and the Contract, the Contract shall govern.

12. Recitals. The recitals hereto are hereby made a part hereof.

13. Execution. This Second Amendment may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document.

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*[Signature page to SECOND AMENDMENT OF CONTRACT FOR COLLECTION OF
RESIDENTIAL GARBAGE AND REFUSE]*

IN WITNESS WHEREOF, the Parties have hereunto executed this document effective on the date of the last signatory hereto.

CONTRACTOR:
DICK'S SANITATION SERVICE, INC.

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

*[Signature page to SECOND AMENDMENT OF CONTRACT FOR COLLECTION OF
RESIDENTIAL GARBAGE AND REFUSE]*

IN WITNESS WHEREOF, the Parties have hereunto executed this document effective on the date of the last signatory hereto.

CITY OF NORTHFIELD

By: _____
Rhonda Pownell, Its Mayor

Date: _____

By: _____
Deb Little, Its City Clerk

Date: _____