CHAMPLIN REFUSE & RECYCLING SERVICE CONTRACT

Between:

City of Champlin
And
Champlin Refuse, Inc.

Effective
January 1, 2021 to December 31, 2025

CHAMPLIN REFUSE & RECYCLING SERVICE CONTRACT

THIS CHAMPLIN REFUSE & RECYCLING CONTRACT, HEREIN AFTER "Contract" is made and entered into this 14th day of December, 2020 between the City of Champlin, a municipal corporation in the County of Hennepin, State of Minnesota, herein referred to as "City" and CHAMPLIN REFUSE, INC., a Minnesota corporation, herein referred to as "CRI".

R E C I TAL S

WHEREAS, the City requires the collection and disposal of garbage and rubbish and recyclables from residences in the City of Champlin; and

WHEREAS, CRI is engaged in the business of collecting and disposing of garbage and rubbish and recyclables; and

WHEREAS, the City desires to hire the services of CRI, and CRI desires to provide the services to the City;

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES:

1. Term.

A. Five (5) years. This Contract shall be in full force and effect for the period beginning January 1, 2021 and ending December 31, 2025.

B. Renewal. At the conclusion of this period, it is expected that the parties will wish to renew this contract for an additional four (4) years. Negotiations for said renewal shall begin January 1, 2024.

2. General Description of Services. CRI shall supply all labor, materials, and equipment necessary to make a complete collection of garbage, rubbish, yardwaste and recyclables from all residences in the City of Champlin. Collection of garbage, rubbish and yard waste shall take place at least once in each calendar week during the term of this Contract. Collection of recycling shall take place at least bi-weekly. CRI shall convey the garbage and rubbish and recyclables to an approved disposal site or recycling facility.

3. Definitions. For purposes of the Contract, the following terms shall have the following meanings:

A. Collection Service. Collection Service is a private operation engaged in collection and transportation of refuse and recyclables.

B. CRT's and Other Electronic items. July 2006 all Cathode Ray Tubes were banned from disposal in the normal trash service. They must be handled separately and recycled accordingly.

C. Day-Certain Collection. Day-Certain Collection is a City approved plan for weekly collection services by an established day-certain schedule. This schedule requires that a route must be collected on the same day of each week and is based on a five (5) day, Monday through Friday, work week. The only exceptions to the "day-certain" plan shall be during those weeks in which legal holidays, recognized in this contract, occur.

D. Disposal. Any Municipal Solid Waste (MSW) removed from a Hennepin County facility under this contract must be disposed of into the Hennepin County Solid Waste System. It may be delivered to the Brooklyn Park Transfer Station, the Hennepin Energy Resource Co. (HERC) facility, the Elk River Resource Recovery Facility (ERRRF), or the Freeway Transfer Station. This requirement exists for any waste under this contract whether from a roll-off container or any other type container, and whether or not it is co-mingled with non-Hennepin County facility MSW.

In addition to any other provisions within these specifications, any invoice for service must be accompanied by a receipt(s) from any of the aforementioned facilities, that documents delivery of them, prior to payment being made by the County.

E. Garbage. Garbage is organic waste, including discarded material resulting from the handling, processing, storage, preparation, serving and consumption of food.

F. Household Goods. Household goods are carpeting and padding, mattresses, chairs, couches, tables, and other such items of furniture.

G. Recyclables. Recyclables are reusable or reprocessable materials approved and agreed to by the parties hereto. Recyclables may include such items as newsprint, corrugated and ledger paper, magazines, catalogues, junk mail, phone books, plastic containers with a neck, glass, tin cans, aluminum, and other metal goods. Recyclables specifically exclude refuse and compost.

H. Refuse. Refuse is putrescible and non-putrescible solid waste from residences including garbage and rubbish and specifically excluding compost, recyclables, and toxic and hazardous waste. Refuse further excludes industrial, commercial agricultural, and construction garbage or rubbish and wastes.

I. Residential Dwelling Unit. A Residential Dwelling Unit is any habitable room or rooms located within a dwelling and used as a single habitable unit with facilities which are or intended to be used for living, sleeping, cooking and eating.

J. Rubbish. Rubbish is inorganic solid waste, including ashes, consisting of combustible and noncombustible waste, both such as wood, bedding, crockery, and other non-reusable waste. Rubbish also includes non-recyclable types of glass, cardboard and metal cans.

K. Toxic and Hazardous Waste. Toxic and hazardous wastes are waste materials including but not limited to poisons, pesticides, herbicides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive materials, fluorescent light bulbs and similar

harmful chemicals and wastes which require special handling and must be disposed of in a manner to conserve the environment and protect the public health and safety or any other waste subject to regulation under applicable law.

L. Unacceptable Waste. Unacceptable waste is waste non-hazardous waste that the landfill or disposal facility, under its polices, will not permit to be deposited in its facility.

M. White Goods. Large household items including refrigerators, stoves, dishwashers, washers and dryers, and water heaters.

N. Yard Waste. Leaves, grass clippings, garden waste, sod, and brush and branches less than ten inches in diameter. Yard waste also includes Christmas trees but does not include wreaths or other materials containing metal, ornaments, etc.

O. Household Hazardous Waste. "Household Hazardous Waste" means those wastes that cannot be disposed of through recycling or refuse collection. These wastes include but are not limited to: aerosol spray cans, ammunition and explosives, cleansers, paint, paint thinner, staining products, varnished, insect repellent spray cans, smoke detectors. Any hazardous substance as defined by the MPCA in section 115B.02 Subdivisions 8.13 and 15. Sections 115.01, Subdivision 13 or Section 116.06 Subdivision 4.

4. Refuse Collection Service.

A. Description.

(1) . Refuse Collection Service shall include the collection of:

(a) All household refuse contained within the cart from residential dwelling units in the City of Champlin.

(2) . Refuse Collection Service shall not include the collection of:

(a) Toxic and Hazardous Wastes or Unacceptable Waste.

(b) Problem materials such as batteries, tires, construction material, motor oils, and paint in liquid form.

(c) White Goods and CRT's

(d) Yardwaste, limbs, brush, and other items.

(e) Recyclables.

(f) Animal waste and solid waste materials resulting from industrial, commercial and agricultural operations, and from community activities.

(g) Earthen fill, boulders, rock and other materials normally handled in construction operations, solids or dissolved material in domestic sewage or other significant pollutants in waste water effluent, dissolved materials in irrigation return flows, or other common water pollutants.

B. Containers. Refuse collection shall be from one (1) approved refuse container per Residential Dwelling Unit. Each Residential Dwelling Unit shall be supplied a cart. Residents have the option of a 90-gallon container, 60-gallon container or 32-gallon container.

C. Location. Residential Dwelling Units shall have, as required by City ordinance, their cart located at the boulevard adjoining the curb on or before 6:00 a.m. on the designated day of collection.

D. Frequency. Each Residential Dwelling Unit shall have its refuse collected a minimum of once per week.

5. Recyclable Collection Service

A. Description. Recyclable Collection Service shall include the collection of all recyclables using a Single Sort system-from all Residential Dwelling Units in the City of Champlin.

B. Location. Residential Dwelling Units shall have their recyclables in containers provided by CRI located at the boulevard adjoining the curb on or before 6:00 a.m. on the designated day of collection.

C. Frequency. Recyclable Collection Service shall be provided for each Residential Dwelling Unit on a day-certain basis a minimum of bi-weekly.

D. Containers. Residents shall initially be provided one 68-gallon container. They shall have the option of switching to a 32-gallon or 90-gallon container or adding an additional container.

E. Education. CRI shall provide at their cost a mailing to all residents describing the recycling program and including a collection schedule calendar.

6. Additional Collection Service. Requests for pickup of additional items shall be made to the hauler. Charges for pickup of additional items and for additional service shall be billed by the hauler to the resident owner at the prices stated in Attachment A hereto. If charges for a specific service or item are not listed on Attachment A, services and rates will be negotiated and agreed-to by the hauler and resident.

This contract shall not create an exclusive agreement between the City and CRI for the provision of additional collection services. Yard Waste service is exempt from the city's right to contract with other providers than CRI, as outlined in this Attachment A. This applies exclusively to curbside collection service; this shall not impact the ability of the City to contract with a yard waste site for drop-off service or to establish a municipal yard waste drop-off site.

A. Description. Additional collection service shall include (1) the collection of white goods, CRT's, yard waste, limbs and brush ("Additional Items") and (2) collection of additional items from a location other than the boulevard adjoining the curb ("Additional Service").

B. Location. Residential Dwelling units, unless additional service has been requested by the resident, shall have their additional items located at the boulevard adjoining the curb.

C. Frequency. Additional items shall be collected from Residential Dwelling Units upon request based on the prices stated in Attachment A hereto. Additional Collection Service shall be rendered by CRI upon request by the resident owner and at the regular frequency of Collection Service.

7. Spring Clean-up Services. The City shall negotiate with CRI for Spring Clean-up Services when a Spring Clean-up is designated.

8. Route Audit (Refuse Cart). CRI will perform a route audit on refuse service levels in March of each year of the Contract. This audit will be provided to the city to determine discrepancies in the cart size listed from the actual cart size. CRI shall not change refuse cart sizes without prior authorization from the City of Champlin. CRI shall be responsible for the total cost to the City of any refunds necessary as the result of an unauthorized refuse cart exchange carried out by CRI.

9. Auto-Notification System. Those companies within CRI that have auto-notification systems (telephone/text/email/similar) shall establish a list of Champlin customers based off the information provided by the City of Champlin. This notification system must be used to notify Champlin customers of any changes in service due to planned or unforeseen situations (i.e. weather)

10. Service Schedule

A. Hours. CRI shall perform all Refuse Collection Services between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, except when an emergency exists, at which time CRI shall notify the City of such emergency. CRI may perform collection services on Saturday when a holiday falls on a weekday.

B. Collection Days. CRI shall provide Day-Certain Collection. Unless otherwise agreed to by the parties hereto, Collection Services will be Monday through Friday.

(1) CRI may request a change in the day of pickup by requesting such change in writing to the City at least fourteen (14) days from the proposed date the requested change is to take affect. A change shall be effective only upon authorization from the City and fourteen-day notice to the resident.

(2) CRI shall bear all costs involved in notifying residents of approved schedule changes.

(3) CRI may request a change in the route schedule by requesting such change in writing to the City at least thirty (30) days from the proposed date the requested

change is to take affect. A route change shall be effected only upon authorization from the City.

C. Holidays. CRI will observe the following legal holidays on which their offices and operations will be closed. The legal holidays are:

(1) New Year's Day (January 1)
(2) Memorial Day
(3) Independence Day (July 4)
(4) Labor Day
(5) Thanksgiving Day
(6) Christmas Day (December 25)

When holidays fall on a weekday, the collection for each day of that week after the holiday shall be made one (1) day later.

D. Certified Pickups. Only such pickups shall be made as have been certified by the City, and CRI shall not be entitled to payment for any pickups made and not certified by the City. In the event that a Residential Dwelling Unit has been certified for Collection Service, and the City wishes to discontinue such service at such Residential Dwelling Unit, the City shall notify CRI to that effect at least one week prior to the date of discontinuance of such service.

E. Street Improvements. The City reserves the right to improve any street or ally for this or which may prevent CRI from traveling its accustomed route or routes for collection within reason. No additional compensation will be made for interference.

F. Administration. The City shall act as representation for CRI and shall maintain sufficient personnel to handle complaints, changes in service and/or to receive instructions.

(1) The City shall maintain receipts from haulers carrying Champlin refuse exclusively. The receipts shall be submitted to the City on a weekly basis. If receipts are not submitted, payment will be withheld.

(2) The City shall bill and collect monies due from residents for Collection Service.

(3) CRI shall provide notice to the City of any change in stock ownership of CRI, and CRI shall provide the City with an affirmative undertaking regarding this Contract by the buyer of the CRI stock.

11. Price (s)

A. Collection Service. The City shall pay CRI one price for Refuse Collection and a separate price for Recyclable Collection.

(1) The price for Refuse Collection shall consist solely of collection and transportation costs to the Brooklyn Park Transfer Station, payroll, administrative

costs, worker's compensation insurance, general insurance, and fuel costs and is meant to compensate for the cost of providing collection service to each Champlin household under the terms of this contract.

(2) The price for Recyclable Collection shall include collection and transportation costs to a marketing or processing center, disposal of recycling material, payroll, administrative costs, worker's compensation insurance, general insurance, and fuel costs and is meant to compensate for the cost of providing collection service to each Champlin household under the terms of this contract.

(3) The City shall pay to CRI or its assigns a monthly amount per Residential Dwelling Unit (Residential Dwelling Unit Price) serviced by CRI based on the number of Residential Dwelling Units submitted to the City by CRI.

(4) Residential Dwelling Units with more than one (1) refuse cart shall be charged the Residential Dwelling Unit Price for each refuse cart. This will not require an additional payment for recycling carts.

(5) Each month CRI shall submit an invoice to the City stating the number of units serviced during the previous month for refuse. The cost per Residential Dwelling shall be multiplied times the number of Residential Dwelling Units collected by CRI for the same month. The City shall make payment to CRI within thirty (30) days of receipt of said invoice.

(6) The prices for refuse and recycling collection shall be as follows:

Refuse:	Recycling:
$6.66 (Year 2021)	$4.47 (Year 2021)
$6.88 (Year 2022)	$4.92 (Year 2022)
$7.10 (Year 2023)	$5.17 (Year 2023)
$7.33 (Year 2024)	$5.38 (Year 2024)
$7.58 (Year 2025)	$5.60 (Year 2025)

(7) If any of the following occur:

1. Any local, state or federal law or tax on the collection or disposal of refuse, is imposed or is either increased or decreased so as to directly and significantly impact CRI's costs in providing services under this agreement; or
2. The City requests a change in service levels in the services provided by CRI under this agreement, which change would significantly effect CRI's costs in providing services under this agreement; or
3. The cost to CRI of diesel fuel exceeds $5.00 per gallon for a continuous period of more than 60-days.

Then either party may call to reopen the contract for a review of the impact of such events on CRI's costs and charges.

B. Additional Collection Services. Charges for pickup of additional items and for additional service shall be made directly to the hauler by the resident owner at the prices stated in Attachment A hereto.

C. Disposal Costs. The City is responsible for all disposal costs based on weight tickets supplied by Hennepin County and the haulers on a weekly basis (tipping fees only).

D. Disposal Fines and Penalties. CRI and the haulers are responsible for all fines and penalties imposed by any governmental agency relating to the hauling or disposal of refuse, and they shall hold the City harmless therefrom.

E. Late Fees. Any and all payments due under this Contract shall bear interest at the rate of six percent (6%) per annum from the date due to the date of payment. CRI can discontinue providing service if payment is not made within 30 days of the date due on Additional Services only.

12. Liquidated Damage.

A. Notice. To assure Day-Certain Collection and a satisfactory Collection Service, CRI will provide a means for call-back service on any Residential Dwelling Unit missed on the scheduled day of collection. In the event that this call-back service is not performed by CRI within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) after CRI has received notice from the City that it has received a complaint that a Residential Dwelling Unit has been missed ("Default"), CRI shall pay liquidated damages to the City. Notice by the City to CRI shall include the name, address and telephone number of the complaining party and the date of the complaint.

B. Damage Amount. Verified failure to make the collection shall be cause for the City to deduct $10.00 as liquidated damage from the monthly payment due CRI, in addition to deduction of the Residential Dwelling Unit Price for that unit.

C. Exceptions. For purposes of this Contract, CRI shall not be deemed to be in Default where its inability to perform is the result of conditions beyond the control of CRI, including, but not limited to civil disorder, acts of God, inclement weather severe enough that trucks cannot make collections, changes in applicable statutes, regulations, and ordinances; provided, however, that CRI shall exhaust every reasonable remedy to correct the conditions resulting in its nonperformance. In the event that CRI fails to provide Collection Service to a Residential Dwelling Unit because of any of the above conditions, the CRI shall have five(5) days (excluding Saturdays, Sundays and holidays) to provide such service. Provided further, however, that CRI shall not be deemed to be in Default of this Contract where its inability to perform results from labor disputes or disposal facility closures.

13 . Performance Guarantee.

The City may withhold payment from CRI for failure to perform pursuant to this Contract.

14 .Liability Insurance.

Each hauler shall, at all times during the term of this contract, procure and maintain commercial general liability insurance and shall also procure and maintain fleet/auto/truck liability insurance on every vehicle used to perform services under this agreement. This insurance shall cover claims for bodily injuries, including death, and as well as from claims for property damage occurring as a result of the insured haulers or by a subcontractor or by anyone directly or indirectly employed by the hauler under this contract performance of or failure to perform their duties under this contract.

Insurance minimum limits are as follows:

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

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

The City must be named as an Additional Insured via blanket-form endorsement.

Such insurance as required by this section shall not limit the amount of coverage afforded within any policy period. Certificates of Insurance for all such coverage, shall be delivered to the City before the commencement date of the term of this agreement, and Certificates of Insurance for all renewal policies, shall be delivered to the City at least ten (10) days before the expiration date of the policy then in force.

Commercial Automobile Liability Insurance. Hauler is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under this Contract, and in case any work is subcontracted the Hauler, will require the subcontract to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

- $1,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage.
- In addition, the following coverages should be included: Owned; Hired, and Non-owned Automobiles.

Additional Insurance Conditions:

- Hauler'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 Hauler's performance under this Contract.
- Contractor's Certificate of Insurance shall be supplemented with a blanket-form notice of cancellation endorsement providing that coverage afforded under the polices shall not be cancelled without at least thirty (30) days advanced written notice to the City, or in the case of non-payment of premium, at least 10 days' written notice of cancellation, except workers compensation.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Hauler's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.
- The Hauler is required to submit a Certificate of Insurance acceptable to the City as evidence of the required insurance coverage requirements. Updated Certificates of Insurance shall be provided to the City each year at least 10 days prior to the expiration of the policy or policies.

15. Worker's Compensation Insurance.
Each hauler shall at all times during the term of this contract maintain, at the haulers' expense, as required by the laws of the State of Minnesota relating to Worker's Compensation Insurance, Worker's Compensation Insurance policies, and shall hold the City harmless from all liability from any cause that may arise by reasons of injury of any employee of any hauler who may be injured while performing work under the provisions of this agreement. Certificates of Insurance from the insurance companies shall be provided to the City prior to the commencement of this agreement, and at least ten (10) days prior to all subsequent renewals.

The Hauler must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Hauler will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability with minimum limits are as follows:

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

16. Performance of Contract.

A. Supply Necessary Items. CRI shall supply all labor, material, and equipment necessary for the carrying out of this Contract.

B. No Claims. CRI agrees to pay all persons doing work or furnishing skill, tools, machinery, or materials or insurance premiums or equipment or supplies and all just claims for such work, material, equipment, insurance, and supplies in and about the performance of this Contract.

C. Indemnification. CRI further agrees to take all precautions to protect the public against injury and to save the City harmless from all damages and claims of damages that may arise by reason of any negligence of CRI or CRI's agents, or employees while engaged in the performance of this Contract, and will defend and indemnify the City against all claims, liens, expenses, and claims for liens, for work, tools, machinery, materials, or insurance premiums or equipment or supplies, and against all loss by reason of the failure of CRI in any respect to fully perform all obligations of this contract.

17. Equipment.

A. Vehicle Protection. All trucks or motor vehicles used by CRI shall be water tight so as not to allow the leakage of liquids or refuse while hauling the same and shall be covered to prevent the scattering of its contents upon the public streets or private properties in the City. Should any refuse or recyclables be dropped or spilled in collecting or transporting, it shall be immediately cleaned up. A broom and a shovel shall be carried on each vehicle at all times for this purpose.

B. Cleaning. All vehicles shall be kept in clean and sanitary condition.

C. Painting. The truck shall be painted and numbered, and shall have the hauler's name and website painted in letters of a contrasting color, at least three (3) inches high, on each side of the vehicle and the number painted or a decal.

D. Maintenance. The trucks shall be maintained in good working order. They shall be equipped to meet all federal, state and municipal regulations concerning vehicles used on public roads and maintained to meet these standards.

E. Vehicle Inspection. All vehicles used in the performance of this Contract shall be available for inspection at least once each year.

F. Description of Vehicles. CRI shall furnish the City with a written description of all vehicles and equipment to be used within the City of Champlin and in performance of this Contract.

G. Safety Equipment. Each collection vehicle shall have a flashing light warning system, fire extinguisher (CO2 type), property backup alarms and all other safety equipment as required by applicable regulations and the law.

18. Personnel Requirements.

A. Responsibility

(1) There shall be no limitation on the size of the hauler's collection crew, so long as they are sufficient to fulfill the requirements of the contract.

(2) Each collection crew shall adhere to all applicable ordinances of the City of Champlin, and all of those rules, regulations, and conditions for refuse collection as established by the City.

B. Driver.

(1) The driver must have a valid Minnesota CDL License.

(2) The driver must adhere to all traffic laws.

C. Collector

(1) The driver and collector(s) shall at all times have a courteous attitude toward the general public.

(2) The driver and collector(s) shall be of sound character, competent, sober, and free of non-prescription drugs or controlled substances throughout the entire work day.

(3) The driver and collector(s) shall have the ability to remember the order of collection and location of all containers on the assigned routes.

(4) The driver and collector(s) shall make a concerted effort to have at all times a presentable appearance.

(5) The collector(s) on each crew shall be physically able to perform their duties and be at least eighteen (18) years old.

(6) The collectors shall perform their work in a neat and a quiet manner and clean up all refuse or recyclables spilled in collection under any circumstance.

(7) All containers shall be placed on the boulevard adjoining the curb.

(8) Damage to containers or property shall be avoided.

(9) Gratuities shall not be accepted.

(10) Consumption of any beverages containing alcohol, any non-prescription drugs or controlled substance shall be forbidden during or before work hours of any collection day.

(11) Before the start of each collection day, the collection crew shall check to see that the collection vehicle is equipped with at least one broom and shovel for use in cleaning up refuse or recyclables spilled during collection or hauling.

19. Supervision. All services to be performed for the City by CRI pursuant to the terms of this Contract shall be supervised by such employee, agent, or officer of the City as designated.

20. Safety. CRI shall provide and maintain all sanitary and safety accommodations for the use and protection of its employees as may be necessary to provide for their health and welfare and comply with federal, state and local codes and regulations, as well as those of other bodies and tribunals having jurisdiction. Employee safety and sanitation facility regulations are set forth in Minnesota Statute 182 and in the Department of Labor and Industry's Labor Safety Code (LISC 73-75).

21. Title. Title to all refuse, rubbish and recyclables collected shall remain vested in CRI until delivered to a disposal facility. However, CRI will not take title to toxic and hazardous waste, household hazardous or unacceptable waste, title to which shall remain with the generator of such waste. CRI haulers shall have the right to reject its acceptance of any waste containing any toxic and hazardous waste household hazardous waste or unacceptable waste at any time; and this right should not be limited by time.

22. Subletting or Assignment of Contract. No assignment or subletting of this contract by CRI will be permitted, nor shall the delegation of CRI's obligation hereunder to another, without the express written consent of the City, whose consent will not be unreasonably withheld. CRI and the haulers shall be held responsible for full and faithful performance of this contact.

23. Non-Discrimination. The provisions of Minn. Stat. Section 181.59 which relates to civil rights and discrimination shall be considered a part of this contract as if fully set forth. This Contract may be canceled or terminated by the City, and all money due or to become due hereunder may be forfeited for the violation of the terms and conditions of this paragraph.

24. Health Regulations and Ordinances. The Contractor shall acquaint itself with all pertinent City Ordinances and shall comply with all health regulations and Ordinances of the City of Champlin and the State of Minnesota in effect at this time or hereafter adopted.

25. Arbitration. Any dispute or controversy arising under this Agreement, between the City and CRI or the haulers, shall upon 30 days written notice by either party to the other, be submitted to binding arbitration, to be heard by a single arbitrator of the parties' selection, or, if the parties cannot agree on the identity of the arbitrator, by an arbitrator selected by a judge of the Hennepin County District Court, to be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. It is not a requirement of this clause that the selected arbitrator be an American Arbitration Association arbitrator. The arbitrator's authority shall include, but not be limited to, the termination of the contract.

26. Haulers Agents of CRI. For purposes of carrying out the obligations of CRI and the haulers, under this agreement, the haulers shall be deemed agents of CRI.

27. Hold Harmless. CRI and its' haulers shall defend and save the City harmless from any and all claims arising out of the intentional or negligent acts or omissions of CRI or the haulers in the performance of their obligations under this agreement, and they shall reimburse to the City all costs, disbursements and attorneys fees the City may incur as a result of the negligence, breach of contract, or other intentional or negligent conduct by CRI or the haulers.

28. Governing Law. This Contract is governed in all respects by the laws of the State of Minnesota, and all obligations are enforceable in accordance there with; and CRI, where required, must obtain all licenses or permits to transact a refuse collection business in the City of Champlin.

29. Notice. Except as otherwise herein provided, all notices required to be served by either party on the other shall be in writing and forwarded by certified mail to the principal office of the party to which notice is given, as follows:

To the City of Champlin:
City of Champlin
Attn: City Clerk
11955 Champlin Drive
Champlin, Minnesota 55316

To CRI:
Champlin Refuse, Inc.
c/o Randy's Environmental Services
Deb Gatz
1051 McKinley Parkway
PO Box 169
Delano, MN 55328

All notices shall be effective when received.

30. Severability. All parts and provisions of this Contract are severable. If any part or provision of this Contract shall be held invalid, the remainder of this Contract shall remain in effect.

31. Disputes. Any disputes or controversies arising out of the interpretation of the provisions of this Contract shall be submitted to arbitration in accordance with the provisions of Paragraph 25 of this Contract.

32. Independent Contractor. CRI is declared to be an independent contractor, and nothing in this Contract shall be construed to create the relationship of employer and employee between the City and CRI or its agents, or make CRI, its agents, or employees, subject to City Civil Service Rules.

33. Entire Agreement. This Contract with Attachment A incorporated herein by reference is the entire agreement between the parties. No modification of this Contract shall be valid or effective, unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 14th day of December 2020.

CITY OF CHAMPLIN
A MUNICIPAL CORPORATION

By: _____
Ryan Karasek, Mayor

By: _____
Roberta Colotti, CMC, City Clerk

CHAMPLIN REFUSE, INC.

By: _____
Debora R. Gatz, President, CRI

ATTACHMENT A
CHAMPLIN REFUSE SERVICE CONTRACT

Charges for Additional Items Based on Curbside pickup
The City Reserves the right to contract with other providers for these services concurrent with the provision of these services by CRI

Item Year	2021	2022	2023	2024	2025
Mattress or box spring	$60.00	$61.95	$63.97	$66.21	$68.52
Chair (Recliner Style)	$45.00	$46.47	$47.98	$49.66	$51.40
Couch	$50.00	$51.63	$53.31	$55.18	$57.12
Hide-a-bed	$65.00	$67.12	$69.31	$71.74	$74.25

Additional Items and service rates are to be negotiated between the hauler and the resident.

Yard Waste Services
Options to service yard waste:

- On call Minimum fee of $20.00. This request and fee will collect 5 bags without incurring addition fees as outlined below. Customer to pay hauler direct.

  Year 2021 $2.00
  Year 2022 $2.50
  Year 2023 $3.00
  Year 2024 $3.50
  Year 2025 $4.00

- Annual Rate optional yard waste collection services as follows, with rate adjustments subsequent years are to be as detailed below.

  Year 2021 $71.51
  Year 2022 $76.51
  Year 2023 $81.51
  Year 2024 $86.51
  Year 2025 $91.51

- Partial, first season August 1 to last full week in November
  Year 2021 $53.06
  Year 2022 $54.12
  Year 2023 $55.20
  Year 2024 $56.30
  Year 2025 $57.43

Customer to pay hauler direct. When a resident subscribes to the Annual service, it includes the use of a yard waste cart. The full yard waste season is the second full week in April thru the last full week of November, weather permitting. There is a 20 grass/leaf bag and/or 5 bundles of brush limit on either the on-call collection or weekly collection.

The City provides drop-off yard waste service to its residents through a contract with the Maple Grove Yard Waste site.

Curbside Organics Collection Services

CRI shall provide curbside collection of organics at the time the city is required by Hennepin County or the State of Minnesota to provide organics collection, or sooner if it becomes operationally convenient. Unless otherwise mandated by law, the program model shall be determined by the city. Some models are; opt in subscription based or an all-in program. Billing of the program to be determined by the model. If opt in, those customers who wish to order service, shall contract with and pay the hauler directly for the service. The rate shall be uniform and negotiated with the City. If all in, the service will be billed by the City of Champlin.

Charges for Additional Service

Back door collection service	$120.00/year

The customer is to request and pay hauler direct for this additional service.

Cleaning of Refuse/Recycling cart	$30.00 per time

The customer is to request and pay hauler direct for this additional service.

Refuse, Recycling or Yardwaste Cart Exchange Charges

- The cost to exchange refuse or recycling containers shall be $20.00 per exchange.
- A waiver of the Cart Exchange Fee will be given for new homeowners for 60 days from when they become the account holder.
- There is a one (1) time per year waiver of the cart exchange fee, per household.
- There will be no charge for the removal of a cart or replacement of a broken or damaged cart due to normal wear and tear or caused by hauler.

Christmas Tree Collection shall take place during the first two (2) weeks of January. $2,500.00 per year shall be paid by the City of Champlin to Champlin Refuse, Inc.