



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
JUNE 1, 2021
6:30 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

PUBLIC HEARINGS

1. Conduct a public hearing and consider the proposed contract for organized residential solid waste collection.

Staff Report No. 86

2. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



STAFF REPORT NO. 86
CITY COUNCIL MEETING
6/1/2021

REPORT PREPARED BY: Rachel Lindholm

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
5/27/2021

ITEM FOR COUNCIL CONSIDERATION:

Conduct a public hearing and consider the proposed contract for organized residential solid waste collection.

EXECUTIVE SUMMARY:

The City is looking to organize collection predominantly for the economic and environmental benefits. Ensuring that all residents have adequate waste management services and are paying the same rates for these services is essential to making the system more equitable.

Organized collection helps the City streamline education to residents about proper waste disposal, including curbside recycling, organics recycling, bulky item and electronics recycling, and reuse opportunities. This helps the City collectively send less trash to landfills and incinerators, which also contributes to city, county, and state goals regarding waste reduction.

This effort also aligns with several of the City's sustainability goals, including those outlined in the City's Climate Action Plan, Richfield's Solid Waste Management Goals, and county and state solid waste management plans. The environmental benefits include less air pollution from having more efficient truck routes. Fewer trucks and more efficient routes also mean safer driving throughout the city, with the former being one of the most common complaints residents have historically had.

*All contract information presented at the work session is in the attached contract and powerpoint presentation. The attached contract is not finalized in its entirety. Any updated, final details will be presented at the city council meeting on June 8th.

RECOMMENDED ACTION:

Conduct and close a public hearing about the proposed contract.

Please send any questions prior to the public hearing to Rachel Lindholm at rlindholm@richfieldmn.gov (please copy Director Markle and City Manager Rodriguez).

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

- In November 2018, Hennepin County revised Ordinance 13 declaring that cities with 10,000+ residents must make curbside organics collection available to all residents in 1-4 unit buildings by 1/1/22.
- Also in November 2018, Richfield launched a 2 site organics drop-off program, which immediately started to grow rapidly.
- On 6/11/19, Council voted to approve the organization of curbside recycling and organics hauling.
- After some legal concerns sidelined the original process, at the 2/24/20 work session, staff presented options for next steps to council and received direction to pursue researching and planning organization of trash, recycling, and organics collection.
- At the 11/20/20 work session, staff received direction from Council to officially start the process of considering organized collection and begin negotiations with haulers.
- Staff held several virtual "listening and learning" sessions for Richfield residents and community members in December 2020. For the past 5+ months, staff have had weekly meetings with the participating haulers to negotiate terms of service and create the draft proposal.
- A Council work session was held on 5/11/21 where staff explained the scope of services and pricing associated with the proposed organized collection contract.
- A virtual public listening session was held on 5/20/21 for residents to share their comments and feedback with the City Council.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Richfield City Code - Chapter VI, Section 601
 - City Code will need to be updated to reflect organized collection practices and requirements.
- Richfield Climate Action Plan
- Richfield Solid Waste Management Goals
- Hennepin County Ordinance 13
- MN State Statute 115A.94

C. CRITICAL TIMING ISSUES:

- Hennepin County's residential organics collection mandate goes into effect on 1/1/2022, and Richfield is striving to have curbside organics collection implemented before the deadline.
- The City is hoping to having curbside collection implemented before the winter/colder weather due to logistical benefits and ease of transition for residents.
- In order to have enough time to properly implement the program this fall, Council approval is needed in the near future.
- Richfield will be hosting a GreenCorps member in Fall 2021 and organized collection education is a large part of this member's workplan.

D. FINANCIAL IMPACT:

- The goal of organized collection is to reduce service rates. The City is confident that this will happen for most residents.
- This program will utilize existing staff time, minimally impacting staffing costs.
- There will not be any new charges or fees for residents from the City. Household service fees will still be billed to residents for collection services rendered by a household's hauler, as they are currently.

E. LEGAL CONSIDERATION:

- Legal process to organize collection is outlined in MN Statute 115A.94.
- Notice of the public hearing was published in the Sun Current newspaper on 5/20/2021.

ALTERNATIVE RECOMMENDATION(S):

Propose revisions to the draft contract.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
<div>  MN State Statute 115A.94 </div>	Backup Material

▣	Hennepin County Ordinance 13	Ordinance
▣	Hennepin County Solid Waste Mgmt Plan	Backup Material
▣	Richfield Climate Action Plan	Backup Material
▣	Richfield Residential Solid Waste Goals	Backup Material
▣	Draft Residential Contract	Contract/Agreement

115A.94 ORGANIZED COLLECTION.

Subdivision 1. **Definition.** "Organized collection" means a system for collecting solid waste in which a specified collector, or a member of an organization of collectors, is authorized to collect from a defined geographic service area or areas some or all of the solid waste that is released by generators for collection.

Subd. 2. **Local authority.** A city or town may organize collection, after public notification and hearing as required in subdivisions 4a to 4f. A county may organize collection as provided in subdivision 5. A city or town that has organized collection as of May 1, 2013, is exempt from subdivisions 4a to 4f.

Subd. 3. **General provisions.** (a) The local government unit may organize collection as a municipal service or by ordinance, franchise, license, negotiated or bidden contract, or other means, using one or more collectors or an organization of collectors.

(b) The local government unit may not establish or administer organized collection in a manner that impairs the preservation and development of recycling and markets for recyclable materials. The local government unit shall exempt recyclable materials from organized collection upon a showing by the generator or collector that the materials are or will be separated from mixed municipal solid waste by the generator, separately collected, and delivered for reuse in their original form or for use in a manufacturing process.

(c) The local government unit shall invite and employ the assistance of interested persons, including persons licensed to operate solid waste collection services in the local government unit, in developing plans and proposals for organized collection and in establishing the organized collection system.

(d) Organized collection accomplished by contract or as a municipal service may include a requirement that all or any portion of the solid waste, except (1) recyclable materials and (2) materials that are processed at a resource recovery facility at the capacity in operation at the time that the requirement is imposed, be delivered to a waste facility identified by the local government unit. In a district or county where a resource recovery facility has been designated by ordinance under section 115A.86, organized collection must conform to the requirements of the designation ordinance.

Subd. 4. [Repealed, 2013 c 45 s 7]

Subd. 4a. **Committee establishment.** (a) Before implementing an ordinance, franchise, license, contract, or other means of organizing collection, a city or town, by resolution of the governing body, must establish a solid waste collection options committee to identify, examine, and evaluate various methods of solid waste collection. The governing body shall appoint the committee members.

(b) The solid waste collection options committee is subject to chapter 13D.

Subd. 4b. **Committee duties.** The committee established under subdivision 4a shall:

(1) determine which methods of solid waste collection to examine, which must include:

(i) the existing system of collection;

(ii) a system in which a single collector collects solid waste from all sections of a city or town; and

(iii) a system in which multiple collectors, either singly or as members of an organization of collectors, collect solid waste from different sections of a city or town;

(2) establish a list of criteria on which the solid waste collection methods selected for examination will be evaluated, which may include: costs to residential subscribers, impacts on residential subscribers' ability

to choose a provider of solid waste service based on the desired level of service, costs and other factors, the impact of miles driven on city streets and alleys and the incremental impact of miles driven by collection vehicles, initial and operating costs to the city of implementing the solid waste collection system, providing incentives for waste reduction, impacts on solid waste collectors, and other physical, economic, fiscal, social, environmental, and aesthetic impacts;

(3) collect information regarding the operation and efficacy of existing methods of solid waste collection in other cities and towns;

(4) seek input from, at a minimum:

(i) the governing body of the city or town;

(ii) the local official of the city or town responsible for solid waste issues;

(iii) persons currently licensed to operate solid waste collection and recycling services in the city or town; and

(iv) residents of the city or town who currently pay for residential solid waste collection services; and

(5) issue a report on the committee's research, findings, and any recommendations to the governing body of the city or town.

Subd. 4c. Governing body; implementation. The governing body of the city or town shall consider the report and recommendations of the solid waste collection options committee. The governing body must provide public notice and hold at least one public hearing before deciding whether to implement organized collection. Organized collection may begin no sooner than six months after the effective date of the decision of the governing body of the city or town to implement organized collection.

Subd. 4d. Participating collectors proposal; requirement. Before establishing a committee under subdivision 4a to consider organizing residential solid waste collection, a city or town with more than one licensed collector must notify the public and all licensed collectors in the community. The city or town must provide a period of at least 60 days in which meetings and negotiations shall occur exclusively between licensed collectors and the city or town to develop a proposal in which interested licensed collectors, as members of an organization of collectors, collect solid waste from designated sections of the city or town. The proposal shall include identified city or town priorities, including issues related to zone creation, traffic, safety, environmental performance, service provided, and price, and shall reflect existing haulers maintaining their respective market share of business as determined by each hauler's average customer count during the six months prior to the commencement of the exclusive negotiation period. If an existing hauler opts to be excluded from the proposal, the city may allocate their customers proportionally based on market share to the participating collectors who choose to negotiate. The initial organized collection agreement executed under this subdivision must be for seven years. Upon execution of an agreement between the participating licensed collectors and city or town, the city or town shall establish organized collection through appropriate local controls and is not required to fulfill the requirements of subdivisions 4a, 4b, and 4c, except that the governing body must provide the public notification and hearing required under subdivision 4c.

Subd. 4e. Parties to meet and confer. Before the exclusive meetings and negotiations under subdivision 4d, participating licensed collectors and elected officials of the city or town must meet and confer regarding waste collection issues, including but not limited to road deterioration, public safety, pricing mechanisms, and contractual considerations unique to organized collection.

Subd. 4f. **Joint liability limited.** Notwithstanding section 604.02, an organized collection agreement must not obligate a participating licensed collector for damages to third parties solely caused by another participating licensed collector. The organized collection agreement may include joint obligations for actions that are undertaken by all the participating licensed collectors under this section.

Subd. 5. **Counties; organized collection.** (a) A county may by ordinance require cities and towns within the county to organize collection. Organized collection ordinances of counties may:

- (1) require cities and towns to require the separation and separate collection of recyclable materials;
- (2) specify the material to be separated; and
- (3) require cities and towns to meet any performance standards for source separation that are contained in the county solid waste plan.

(b) A county may itself organize collection under subdivisions 4a to 4f in any city or town that does not comply with a county organized collection ordinance adopted under this subdivision, and the county may implement, as part of its organized collection, the source separation program and performance standards required by its organized collection ordinance.

Subd. 6. **Organized collection not required or prevented.** (a) The authority granted in this section to organize solid waste collection is optional and is in addition to authority to govern solid waste collection granted by other law.

(b) Except as provided in subdivision 5, a city, town, or county is not:

- (1) required to organize collection; or
- (2) prevented from organizing collection of solid waste or recyclable material.

(c) Except as provided in subdivision 5, a city, town, or county may exercise any authority granted by any other law, including a home rule charter, to govern collection of solid waste.

Subd. 7. **Anticompetitive conduct.** (a) A political subdivision that organizes collection under this section is authorized to engage in anticompetitive conduct to the extent necessary to plan and implement its chosen organized collection system and is immune from liability under state laws relating to antitrust, restraint of trade, unfair trade practices, and other regulation of trade or commerce.

(b) An organization of solid waste collectors, an individual collector, and their officers, members, employees, and agents who cooperate with a political subdivision that organizes collection under this section are authorized to engage in anticompetitive conduct to the extent necessary to plan and implement the organized collection system, provided that the political subdivision actively supervises the participation of each entity. An organization, entity, or person covered by this paragraph is immune from liability under state law relating to antitrust, restraint of trade, unfair trade practices, and other regulation of trade or commerce.

History: 1987 c 348 s 27; 1989 c 325 s 26,27; 1990 c 600 s 1,2; 1991 c 337 s 46; 1993 c 249 s 20,21; 2013 c 45 s 1-6; 2018 c 177 s 1-8

ORDINANCE NUMBER THIRTEEN
RECYCLING
FOR HENNEPIN COUNTY

Adopted by the
Hennepin County Board of Commissioners
October 30, 1986

Amended on November 27, 2018

Section I Definitions

Section II General Provisions for Cities

Section III General Provisions for Multifamily Housing

Section IV General Provisions for Commercial Generators

Section V Shared Provisions for Multifamily Housing and Commercial Generators

Section VI Violations

Section VII Separability

Section VIII Provisions are Accumulative

Purpose

This Ordinance regulates the separation of Mixed Recyclables and Organic Material from Waste by Generators. This Ordinance is consistent with County adopted goals established by the Minnesota Pollution Control Agency in its Metropolitan Solid Waste Management Policy Plan and mandated by Minnesota Statute, section 115A.551, subdivision 2a, requiring a 75 percent Recycling rate by 2030. This Ordinance satisfies statutory obligations and is authorized pursuant to authority in Minnesota Statutes, section 115A.551 – 115A.553, and 473.811. The County Board of Hennepin County, Minnesota, does therefore ordain this Ordinance Thirteen.

SECTION I DEFINITIONS

The following words and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section.

“Anaerobic Digestion” means the process during which microorganisms break down Organic Material in the absence of oxygen in an enclosed vessel to produce energy and beneficial soil or agricultural supplements.

“Back-of-House” means the kitchen, food preparation, dishwashing, and storage areas of a commercial establishment that are not accessed by customers or the public.

“Beneficial Use” means an activity that serves to reuse nutrients through processing of Organic Material, such as consumption by humans or animals, Composting, Anaerobic Digestion, and additional methods as designated by the Department in collaboration with local facilities that manage Organic Material and further defined in Section IV.

“Bin” means any receptacle including but not limited to a barrel or cart that is used for the Collection, storage, or transport of Waste to a Collection Container serviced by a Hauler for transport to a Disposal Facility, Organic Material Management Facility, or Materials Recovery Facility.

“Bulky Items” means those items that are not included in regular Collection Service by a Hauler and include large items like mattresses and furniture that cannot fit into Collection Containers.

“Bureau” means the County Violations Bureau.

"Cities" mean statutory and home rule charter cities authorized to plan under Minnesota Statutes, sections 462.351 to 462.364.

"Collection" means the aggregation of Waste from the place where it is generated and includes all activities up to the time when the Waste is delivered to a Materials Recovery Facility, Organic Material Management Facility, or a Disposal Facility.

“Collection Container” means the receptacle that is provided, designated, and serviced by the Hauler for the Collection of any Waste, including but not limited to barrels, carts, dumpsters, roll-off containers, or compactors.

“Collection Service” means a service providing scheduled Collection of any Waste.

“Commercial Composting Facility” means a site used to compost Organic Material, including Food Scraps, which have been Source Separated as defined in Minnesota Rules, part 7035.0300, Subpart 105b, and which meets applicable State and local requirements for composting Organic Material.

“Commercial Generator” means an entity that is neither housing with Curbside Collection nor Multifamily Housing.

“Compost” means the product resulting from the controlled biological decomposition of Organic Material that has been sanitized through the generation of heat during the composting process and stabilized to the point that it is beneficial to plant growth and can be used as a soil amendment without further processing.

“Compostable” means that a material or product will biodegrade without leaving a residue or any toxicity in the soil. Any compostable plastics or lined papers must meet ASTM D6400 and ASTM D6868, respectively, as certified by the Biodegradable Products Institute or other similar independent certification bodies.

“Composting” means the controlled biological decomposition of Organic Material through an aerobic method of accelerating natural decomposition.

"County" means Hennepin County.

"County Board" means the Hennepin County Board of Commissioners and authorized representatives.

"Covered Generators" are any Commercial Generators of Organic Material that must comply with this Ordinance as stated in Section IV.

"Curbside Collection" means the pickup of Waste from residential households that are single family through fourplex and other residential households where each household has its own Collection Container, such as a townhouse.

"Department" means the Hennepin County Environment and Energy Department.

"Disposal Facility" means a Waste facility permitted by the Minnesota Pollution Control Agency (MPCA) that is designed or operated for the purpose of disposing of Waste on or in the land together with any appurtenant facilities needed to process Waste for disposal or transfer to another Waste facility.

"Food Scraps" means all material resulting from the production, storage, preparation, processing, cooking, handling, selling, or serving of food for human or animal consumption, including but not limited to, meats, grains, dairy, fish, fruits, and vegetables.

"Food-to-Animal Programs" means all Food-to-Animal-Feed Processing and Food-to-Livestock programs.

"Food-to-Animal Feed Processing" means the process of using grains, cereals, vegetable and animal by-products to create a feed for animals.

"Food-to-Livestock" means the process of re-using and recycling food and Food Scraps as feed for livestock, subject to regulation in Minnesota Statutes, sections 35.751 and 35.76.

"Generation" means the act or process of producing Waste.

"Generator" means any Person who generates Waste.

"Hauler" means any Person who owns, operates or leases vehicles for the primary purpose of Collection and transportation of any type of Waste.

"Household Hazardous Waste" means materials generated in a residential household, which includes any dwelling from a single unit to Multifamily Housing properties, that are in solid, semi-solid, liquid, or contained gaseous form that, because of quantity, concentration, or chemical, physical, or infectious characteristics, may (a) cause or

significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (b) pose substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. Categories of hazardous waste materials include, but are not limited to, explosives, flammables, oxidizers, poisons, irritants, and corrosives. Household Hazardous Waste does not include source, special nuclear, or M by-product materials as defined by the Atomic Energy Act of 1954, as amended.

“Materials Recovery Facility” means a permitted facility where Mixed Recyclables are received to be prepared for reuse in their original form or for use in manufacturing processes that do not cause the destruction of the materials in a manner that precludes further use. It does not include a manufacturer using recyclable materials as feedstock. This includes a transfer station where Mixed Recyclables are delivered, temporarily stored and sent to a facility where it is processed for Recycling.

"Metropolitan Council" means the council established in Minnesota Statutes, section 473.123.

"Mixed Recyclables" means materials that are separated from Waste for the purpose of Recycling, whether or not these materials are commingled for Collection.

"Multifamily Housing" means an apartment building, a condominium, a townhouse, a cooperative housing unit, or any other property where a property manager or association coordinates Collection Service for residents of the housing.

“Organic Material” means the portion of Waste that is Source Separated for the purpose of Beneficial Use, and may include food, Food Scraps and other materials as designated by the Department in collaboration with local Organic Material Management Facilities. For the purpose of this Ordinance, Organic Material excludes Yard Waste regulated in Minnesota Statute, section 115A.931.

“Organic Material Drop-off Site” is a site that accepts Organic Material self-hauled by residents for the purpose of collection and transport to an approved facility for Beneficial Use. The site may be a stand-alone site or be co-located at an existing Disposal Facility, Materials Recovery Facility, or transfer station.

“Organic Material Management Facility” means a facility where Organic Material is received and processed for Beneficial Use. This includes a transfer station where Organic Material is delivered, temporarily stored and sent to a facility where it is processed for Beneficial Use.

"Person" means any human being, any city or other public agency, any public or private corporation, any partnership, any firm, association, or other organization, any receiver, trustee, assignee, agent or other legal representative of any of the foregoing or any other legal entity.

"Recycling" means the process of collecting and preparing Mixed Recyclables and reusing the materials in their original form or using them in manufacturing processes that does not cause the destruction of those materials precluding further use.

"Responsible Party" means the owner or their designee of a commercial property or business including any Multifamily Housing building or complex covered under this Ordinance.

"Source Separation" means the separation of Mixed Recyclables and Organic Material from Trash at the source of Generation.

"Trash" means non-recyclable material that is designated for landfill or incinerator disposal by the Hauler. The term "Trash" does not include hazardous waste as defined in Minnesota Statutes, section 116.06, subdivision 11, or construction debris as defined in Minnesota Statutes, section 115A.03, subdivision 7.

"Waste" means all Trash, Mixed Recyclables, and Organic Material from residential, commercial, industrial, and community activities.

"Waste Reduction" or "Source Reduction" means an activity that prevents Generation of Waste or the inclusion of toxic materials in Waste, including reusing a product in its original form; increasing the life span of a product; reducing amount of material or the toxicity of material used in production or packaging; or changing procurement, consumption, or Waste Generation habits to result in smaller quantities or lower toxicity of Waste generated as defined in Minnesota Statutes, section 115A.03, subsection 36b.

"Yard Waste" means plant materials including grass clippings, leaves, weeds, garden plants, and brush and branches under four inches in diameter and four feet in length.

SECTION II GENERAL PROVISIONS FOR CITIES

Subsection 1: Mixed Recyclables Collection requirements

A. Curbside Collection of Mixed Recyclables

Cities shall have an ordinance to ensure the provision of Curbside Collection of Mixed Recyclables to residential households that are single family through fourplex and other residential households where each household has its own Collection Container for Trash. It is the responsibility of each City to enforce its ordinance relating to the Curbside Collection of Mixed Recyclables within the boundaries of the City.

B. Materials Accepted for Recycling

A City's Curbside Collection program must accept a list of Mixed Recyclables as selected by the County in consultation with haulers, local Material Recovery Facilities, and end markets. The County will update the list of materials as needed, distribute the list to City recycling coordinators, and post the list on the County's website.

Subsection 2: Organic Material Collection requirements

A. Curbside Collection of Organic Material

By January 1, 2022, Cities shall provide the opportunity to participate in Curbside Collection of Organic Material to residential households that are single family through fourplex and other residential households where each household has its own Collection Container for Mixed Recyclables. Curbside Collection of Organic Material must be provided year round on a weekly basis. A City may adjust Collection Service frequency with prior approval by the Department.

Cities shall make Curbside Collection of Organic Material available by contracting for citywide service or by requiring Haulers to provide the service. If a City does not provide Curbside Collection of Organic Material by contracting for citywide service, the City shall require Haulers to provide it. Haulers shall provide Curbside Collection of Organic Material upon request to households that have Curbside Collection for Mixed Recyclables.

Cities shall require Haulers to provide the following information annually, to the City:

- A description of how Organic Material will be collected.
- A communications plan that includes the method(s) and frequency of communications that notify residents of the availability of Curbside Collection of Organic Material.
- Instructions on how residents sign up for the Curbside Collection of Organic Material.
- A Curbside Collection schedule or calendar.
- Instructions on how residents should prepare Organic Material for Curbside Collection.
- The number of participants and tonnage collected.
- The Organic Material Management Facility where Organic Material is delivered.
- The contact information of a representative who works for the Hauler who can respond to inquiries related to the requirements of this Ordinance.

Cities shall share this information with the County as required by the reporting requirements in Section II, Subsection 4 of this Ordinance.

B. Curbside Collection exemption for Cities of the fourth class

If a City of the fourth class, as defined in Minnesota Statutes, section 410.01, chooses not to meet Section II, Subsection 2A of this Ordinance, it must provide at least one Organic Material Drop-off Site within its geographic boundaries by January 1, 2022. A City of the fourth class may partner with nearby Cities to meet this requirement with prior approval by the Department.

Subsection 3: Education requirements

Cities shall:

- Use County terminology on promotional materials when describing Mixed Recyclables and Organic Material guidelines, including the description of materials accepted and not accepted, as well as preparation guidelines.
- Use images approved by the County if using images of Mixed Recyclables and Organic Material.
- Provide information on the City's website, including materials accepted and not accepted, a Curbside Collection calendar, and links to County resources on waste management.
- Provide a guide on Mixed Recyclables and Organic Material to residents each year. The guide shall contain information on Curbside Collection, materials accepted and not accepted, and a Curbside Collection calendar.
- Complete two educational activities each year to promote Curbside Collection. The County will provide a list of activities to city recycling coordinators.

Subsection 4: City reporting requirements to the Department

Each City shall report all information relating to Waste Generation, Collection, and disposal within its boundaries to the Department. Such information shall include data on tonnage of Waste generated in the City, licensing and contract information, a description of Waste management programs, financial information, and any additional information as requested by the Department. Such information shall be provided on an annual basis by or on February 15th of each year or as otherwise directed by the Department.

Subsection 5: Failure to meet requirements

A. Compliance

It is the responsibility of each City to meet the requirements of this Ordinance. The implementation of the County requirements for Cities shall be the responsibility of each respective City. Nothing in this Ordinance shall preclude the Collection of Yard Waste, although Yard Waste Collection alone is not sufficient for a City to be compliant with the Ordinance. If a City should fail to implement the requirements by January 1, 2022, the enforcement provisions in this Ordinance, Section II, Subsection 5.B, shall come into effect.

B. County Enforcement

If any City fails to establish or implement any or all of the requirements in Section II of this Ordinance, the County Board may implement any of the requirements of this Ordinance within the boundaries of the City. The County Board, to the extent that it has assumed the responsibilities that the City has failed to assume, may seek reimbursement from a City for all costs, expenses, and expenditures that the County has incurred incident

to the adoption, implementation, administration, and enforcement of this Ordinance within the boundaries of a City through any means available under Minnesota law.

SECTION III GENERAL PROVISIONS FOR MULTIFAMILY HOUSING

Subsection 1: Mixed Recyclables Collection requirement

Upon execution, Cities shall have an ordinance that requires property owners of Multifamily Housing to provide Collection Service for lessees. Mixed Recyclables Collection Service must be available at all Multifamily Housing buildings within Hennepin County. It is the responsibility of each City to enforce its ordinance(s) relating to the Collection of Mixed Recyclables from Multifamily Housing within the boundaries of the City.

Responsible Parties must enter into an agreement with a Hauler or arrange service through a City contract to provide Collection Service to collect Mixed Recyclables from each building.

The agreement between the Responsible Party and Hauler must also provide for the Collection and delivery of these materials to a Materials Recovery Facility. Mixed Recyclables must go to a Materials Recovery Facility, and if Organic Material Collection Service is provided, Organic Material must be delivered to an Organic Material Management Facility.

Subsection 2: Education requirements

The Responsible Party must distribute written information about the Collection Service to each occupied building unit at the time of leasing and at least annually thereafter. If Collection Service for Organic Material is available, this information must include details pertaining to that program.

Educational material and instructions may be provided in print or electronic form and shall include, but not be limited to:

- Reasons to properly manage Mixed Recyclables, Organic Materials, and adopt practices that result in Waste Reduction.
- Mixed Recyclables and Organic Material guidelines, including the description of materials accepted and not accepted, as well as preparation guidelines.
- Disposal options for Household Hazardous Waste and Bulky Items.
- Location of Collection Containers for lessees to use.
- Contact information for the City or County for additional information.

Educational materials are available from the County. The County has the authority to request verification of annual education practices. A record must be kept to meet the self-inspection requirement in Section V, Subsection 3.A of this Ordinance.

Subsection 3: Bin and labeling requirements

Responsible Parties must make Collection for Mixed Recyclables convenient for lessees. Responsible Parties shall:

- Provide separate Bins for the disposal of Mixed Recyclables where Trash is also being collected in common areas, including, but not limited to laundry rooms, mail pickup area, and community rooms.
- Conveniently locate sufficiently sized Bins for the amount or volume of Waste generated.
- Affix a label on each Bin to indicate which Waste type should be placed inside the Bin. Replace label if it becomes damaged, faded, illegible, or when images or text conflict with the acceptable materials.

Labels on Bins must:

- Clearly and legibly state a Waste type and show images of acceptable materials for Mixed Recyclables and Organic Material.
- Be color-coded to differentiate the material being collected. The color blue must be used for Mixed Recyclables; green for Organic Material for Composting or Anaerobic Digestion; and red, gray or black for Trash.
- Include standardized and relevant terminology.
- Include preparation instructions where applicable.

Labels and signs that meet these requirements are available from the County.

SECTION IV GENERAL PROVISIONS FOR COMMERCIAL GENERATORS

Subsection 1: Mixed Recyclables Collection requirement

This Ordinance incorporates by reference the obligations placed on public entities, commercial buildings and sports facilities in Minnesota Statutes, section 115A.151, and all subsequent codifications.

Subsection 2: Organic Material Collection requirement

In addition to the obligations in Minnesota Statutes, section 115A.151, Covered Generators must implement a Collection program to divert food and Food Scraps from Back-of-House for Beneficial Use by January 1, 2020.

A. Covered Generators

Commercial Generators covered under this Ordinance include the following business classifications: restaurants; grocery stores; food wholesalers, distributors and manufacturers; hotels; hospitals; sports venues; event centers; caterers; nursing and residential care facilities; office buildings with dining services; farmers markets; food shelves and food banks; colleges and universities with dining services; shopping centers; airports; golf clubs and country clubs; and rental kitchens or shared use commercial kitchens. The County Board may annually designate by resolution additional business

classifications. Obligations under Section IV, Subsection 2 of this Ordinance will become effective for all added businesses one year after the County Board's resolution. The County will maintain a list of Covered Generators on its website.

Covered Generators are those aforementioned public, nonprofit, and for profit businesses that generate one ton of Trash per week or contract for eight cubic yards or more per week of Collection Service for Trash as of January 1, 2020.

B. Beneficial Use

For the purpose of this Ordinance, Beneficial Use of Organic Material includes the following:

- Donation of edible food for human consumption (must be done in combination with other management methods)
- Collection of food and Food Scraps for Food-to-Animal Programs (this may include either Food-to-Livestock or Food-to-Animal-Feed Processing).
- Collection of food, Food Scraps and other Compostable materials for Composting at a Commercial Composting Facility.
- Collection of food, Food Scraps, and other Compostable materials accepted for Anaerobic Digestion at an Anaerobic Digestion facility.
- Additional methods may be included but must be reviewed and approved by the Department.

In accordance with the 2013 Metropolitan Council Environmental Services Waste Discharge Rules, Prohibited Waste Discharges, section 406.21, directly disposing of any more than incidental amounts of food and Food Scraps through the public sewer system to avoid off-site disposal is prohibited and is not compliant with this Ordinance.

Nothing in this Ordinance shall preclude a Covered Generator or other licensed food establishment from donating leftover or unsold food that is fit for human consumption to a food shelf, food bank, shelter, or other food reuse program, or from implementing Source Reduction strategies to reduce their Generation of excess food and Food Scraps. In fact, the Department considers these management options of food to be of highest priority. However, unless the Covered Generator requests and receives a Variance in writing and signed by the Department, these actions alone shall not be considered sufficient compliance with this Ordinance.

C. Collection requirements

Food and Food Scraps must be Source Separated from other Waste in all Back-of-House areas where Organic Material is Generated and Collected. The Covered Generator shall abide by the following requirements:

- Provide sufficiently sized Bins for the amount or volume of Organic Material generated in any Back of House area.

- Conveniently locate each Bin in a manner to promote its use. Bins must be readily accessible to employees any time there is access to Bins for Trash.
- Affix a label on each Bin to indicate only Organic Material may be placed in the Bin. Replace label if it becomes damaged, faded, illegible or when images or text conflict with the acceptable materials.

Covered Generators must either obtain the proper license to self-haul or contract with a Hauler or service provider to collect and deliver all of a Covered Generator's food and Food Scraps to one or more Organic Material Management Facilities.

Where a building owner rents, leases, or lets space to a business that is a Covered Generator, the building owner is responsible to either provide a Collection system on behalf of the tenant or to facilitate and allow the tenant to set up their own Collection Service for Organic Material.

The building owner and Covered Generator shall not contaminate or commingle Organic Material that has been Source Separated in a manner that would make it unfit for an Organic Material Management Facility.

A Covered Generator may collect other Compostable material in addition to food and Food Scraps provided that the collected materials are appropriate for the intended Organic Material Management Facility.

D. Education requirements

Covered Generators shall post instructions on the separation requirements for Organic Materials in an area where such instructions will be visible to employees who are disposing of Organic Materials. The instructions shall state that Organic Material is required to be Source Separated and shall explain which materials must be Source Separated according to the intended Beneficial Use. The Department will post guidelines on accepted materials on the County website and regularly update such information.

Covered Generators shall provide training opportunities to all new employees and subcontractors performing work regulated by this Ordinance and review Collection procedures of Organic Materials with all employees and such subcontractors at least once per year. A record of trainings must be kept to meet the self-inspection requirement in Section V, Subsection 3.A of this Ordinance.

Subsection 3: Bin and labeling requirements

Responsible parties shall:

- Provide sufficiently sized Bins for the amount or volume of Mixed Recyclables generated if Bins for Trash are also provided.
- Conveniently locate sufficiently sized Bins for the amount or volume of Waste generated.

- Affix a label on each Bin to indicate which Waste type should be placed inside the Bin. Replace label if it becomes damaged, faded, illegible, or when images or text conflict with the acceptable materials.

Labels on Bins must:

- Clearly and legibly state a Waste type and show images of acceptable materials for Mixed Recyclables and Organic Material.
- Be color-coded to differentiate the material being collected. The color blue must be used for Mixed Recyclables; green for Organic Material for Composting or Anaerobic Digestion; and red, gray or black for Trash.
- Include standardized and relevant terminology.
- Include preparation instructions where applicable.

Labels and signs that meet these requirements are available from the County.

E. Variances

A Covered Generator or Responsible Party may seek a waiver from the Department of all or portions of Section IV, Subsection 2 of the Ordinance if one or all of the following special circumstances apply:

- Lack of adequate storage space for Bins and Collection Containers.
- Generation of Organic Material has been eliminated or substantially eliminated.
- Determination by a local health authority that Collection of Organic Material would conflict with MN Rules 4626 (Food Code) or other applicable state or federal food regulations.

The applicant must submit a form specified by the Department and include a signed affidavit. This form and guidelines will be supplied by the Department upon request.

When a Covered Generator requests a variance for Section IV, Subsection 2 of this Ordinance the Department will issue a written determination regarding that variance request within 30 working days.

To be effective, the variance must be in writing and signed by the Department or its designee. A variance may be revoked if one or more of the factors justifying the exemption no longer exist, or other changes in circumstances warrant revocation. Unless earlier revoked, a variance shall be effective for a period of three years from the date it was granted.

SECTION V: SHARED PROVISIONS FOR MULTIFAMILY HOUSING AND COMMERCIAL GENERATORS

Subsection 1: Collection requirements

A. Collection Container and Collection Service requirements:

The Responsible Party shall ensure that Collection Containers for Mixed Recyclables and Organic Material are as conveniently located for tenants and lessees to access as are Collection Containers for Trash. Collection Containers must be located in an accessible room or area, having appropriate aisle space that allows unobstructed access for the user. Access to Collection Containers for Mixed Recyclables and Organic Material must be allowed any time there is access to a Collection Container for Trash.

The Responsible Party shall ensure Collection Service is adequate for the Mixed Recyclables and Organic Material generated onsite. In the event that Mixed Recyclables or Organic Material are overflowing Collection Containers and subsequently being discarded as Trash, hauling frequency or Collection Container size must be adjusted within 30 days to accommodate the material being generated.

Collection Containers provided by contracted Haulers shall be maintained in clean and sanitary condition in accordance with all pertinent health statutes, ordinances, rules, and regulations. Collection Containers must be located in such a manner to prevent them from being overturned or from obstructing pedestrian or motor vehicle traffic or be in violation of any statute, ordinance, rule, or regulation.

B. Labeling requirements

Collection Containers must be labeled by Haulers to designate the type of material to be placed therein and must meet the following requirements. Labels must:

- Be visible from all points of access for the user.
- Clearly and legibly state a Waste type and show images of acceptable materials for Mixed Recyclables and Organic Material.
- Be color-coded to differentiate the material collected. The color blue must be used for Mixed Recyclables; green for Organic Material for Composting or Anaerobic Digestion; and red, gray or black for Trash.
- Include standardized and relevant terminology.
- Include preparation instructions where applicable.
- Be sized a minimum of 8 ½ inches by 11 inches and include Waste type in letters at least one inch high for Collection Containers that are barrels or carts.
- Be sized a minimum of 11 inches by 17 inches and include Waste type in letters at least one inch high for Collection Containers other than barrels or carts that are up to four yards in volume.
- Be sized a minimum of 18 inches by 24 inches and include Waste type in letters at least two inches high for Collection Containers larger than four yards in volume.
- Be replaced if damaged, faded, illegible or when images or text on the label conflict with materials accepted in Collection of Mixed Recyclables and Organic Material.

Labels and signs that meet these requirements are available from the County. Further specifications relating to Collection Containers may be designated by the Department and will be posted on the County's website.

Subsection 2: Enforcement

Enforcement provisions shall be applicable to any Responsible Party that fails to implement the requirements of this section by January 1, 2020. The implementation and enforcement shall be coordinated through the Department, which may cooperate with other governmental agencies in the furtherance of Section III, Section IV, and Section V of this Ordinance.

A. Warnings

The Department or any of its authorized representatives may issue a warning notice to any Person observed to be not in compliance with any provision of this Ordinance. The warning notice shall be on a form provided by the Department.

B. Misdemeanor

Any Person who fails to comply with the provisions of this Ordinance may be charged with a misdemeanor. It is a separate offense for each day that the violation occurs or continues.

C. Remedies Cumulative

No remedy established by this Ordinance is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance in equity or by statute.

D. Injunctive Relief

In the event of a violation or a threat of violation of this Ordinance, the County may institute appropriate actions or proceedings, including application for injunctive relief, action to compel performance, or other appropriate action to prevent, restrain, correct, or abate such violations or threatened violations.

E. Costs and Special Assessments

If any Person within the County collects or disposes of Mixed Recyclables or Organic Material in violation of this Ordinance, the County may take the necessary steps to correct such violations, and the resulting costs may be recovered in a civil action in any court of competent jurisdiction or, at the discretion of the County Board, the costs may be certified to the County Auditor as a special tax against the real property owned by such Person.

F. Citations

The Department or any of its authorized representatives shall have the power to issue citations for violations of this Ordinance.

a) Form of Citations: Citations shall contain at least the following:

1. The name and address of the Person charged with the violation or the owner or Person in charge of the premises at which the violation occurs.
2. The date and place of the violation.
3. A short description of the violation followed by the section of this Ordinance violated.
4. The date and place at which the Person receiving the citation shall appear and a notice that if such Person does not respond, a warrant may be issued for such Person's arrest.
5. The name of the representative issuing the citation.
6. Such other information as the Court may specify.

b) Issuance of Citations: Whenever any representative of the Department discovers any violation of this Ordinance, that representative may issue a citation to the Person alleged to have committed the violation and such citation shall be in the form specified in paragraph a) of this subsection. Such citation shall be made out in quadruplicate (4). One copy thereof shall be issued to the Person alleged to have committed the violation; one copy shall be filed with the Department; two copies thereof shall be filled with the Bureau.

G. Other Options allowed under Minnesota Law.

In addition to the above enforcement options, the Department reserves the right to exercise any other option available under Minnesota law existing at the time of an Ordinance 13 violation.

Subsection 3: Implementation

A. Self-inspection program

Every Responsible Party shall arrange for and maintain a program for self-inspection. The self-inspection program shall include confirmation acceptable to the Department that requirements listed under Section III; Section IV; and Section V, Subsection 1 are met. The Department may establish a self-reporting form to be completed within a regular interval no more frequent than annually, which may include, but is not limited to, program description, proof of hauling or other Waste management contract information, Waste Collection Service volumes and frequency, training plan, and financial information related to all Waste.

B. Department Inspection

Inspection and evaluation listed in Section V, Subsection 2 and Section V, Subsection 3 shall be completed in such a frequency to ensure consistent compliance by Responsible Parties and Haulers with Section III, Section IV, and Section V of this Ordinance. The Department shall provide the Responsible Party with written notice of any deficiencies, corrections, and the date by which the corrections shall be accomplished. At the Department's election, the Responsible Party shall allow the authorized representative of

the Department to collect samples of Waste to evaluate contamination levels. The Responsible Party shall allow free access at all reasonable times to inspect and copy all business records related to Waste collection. The Responsible Party shall report to the County upon request information such as the business name, address, and telephone number of each contracted Hauler, as well as the day(s) of pickup and days which Disposal Facility, Materials Recovery Facility or Organic Material Management Facility is receiving the material. The Responsible Party shall allow the authorized representative from the Department to record and document their findings in any reasonable and appropriate manner including, but not limited to, notes, photographs, photocopies, video recordings, audio recordings, and computer storage systems or other electronic media. When requested by an authorized representative of the Department, the Responsible Party shall provide photocopies or electronic copies of records including scans, electronic image files, or other electronic files of records.

C. Right of entry

Whenever necessary to perform an inspection to enforce any of the provisions of this Ordinance or whenever the Department has reasonable cause to believe that a Responsible Party is not compliant, the authorized representative of the Department may enter such building or premises during business hours to inspect to ensure compliance with this Ordinance. If such building or premises is occupied, the authorized representative shall first present proper credentials and demand entry. Advanced notice is not required. If such entry is refused or cannot be obtained, the Department shall have recourse to every remedy provided by law to secure entry including administrative search warrants. If the Responsible Party or other Person having control of the premises has previously stated that they will refuse to allow the authorized representative of the Department entry for inspections, then the Department shall have the authority to obtain an administrative search warrant in advance of an inspection at that premises, without first being denied entry.

SECTION VI VIOLATIONS

It shall be unlawful for any Person other than Haulers to distribute, collect, remove or dispose of Mixed Recyclables after said materials have been placed or deposited for Collection Service.

Pursuant to Minnesota Statutes, sections 115A.95 and 115A.553, it shall be unlawful for a Hauler to dispose of any Source Separated Mixed Recyclables or Source Separated Organic Material at a waste-to-energy facility or landfill.

Nothing in this Ordinance shall abridge the right of any Person to give or sell their Mixed Recyclables or Organic Material to any Recycling program lawfully operated for profit, non-profit or charitable purposes.

Nothing in this Ordinance shall abridge the right of any authorized Recycling program to lawfully operate within the County, subject to such other licenses or other regulations as may be required by law.

SECTION VII SEPARABILITY

The provisions of this Ordinance are separable. If any court of competent jurisdiction adjudges any provision of this Ordinance to be invalid, such judgment shall not affect any other provision of this Ordinance not specifically included in the judgment.

SECTION VIII PROVISIONS ARE ACCUMULATIVE

The provisions of this Ordinance are accumulative to all other current or future laws, ordinances, and regulations, covering any subject matter in this Ordinance.

HENNEPIN COUNTY
MINNESOTA



Solid Waste Management Master Plan

2018

On the path to zero waste landfilled

Approved by the Hennepin County Board of Commissioners on November 28, 2017

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Introduction

Background about the plan

State statute requires metropolitan counties to prepare master plans every six years that identify strategies to meet the recycling goals and objectives in the state's Metropolitan Solid Waste Management Policy Plan. The policy plan was adopted by the Commissioner of the Minnesota Pollution Control Agency (MPCA) on April 6, 2017, and establishes the framework for managing solid waste in the metro area through 2036.

The following key themes underlie all elements of the policy plan:

- Accountability
- Solid waste management hierarchy
- Generator responsibility
- Government as a leader
- Product stewardship
- Private sector initiative
- Environmental benefits

The MPCA's policy plan outlines aggressive goals, including specific and quantifiable objectives for eliminating the practice of land disposal of mixed municipal solid waste.

Policy plan goals

Management method	2020	2025	2030	2036
Recycling	51%	54%	60%	60%
Organics recovery	12%	14%	15%	15%
Resource recovery	35%	31%	24%	24%
Max landfill	2%	1%	1%	1%

The policy plan objectives are intended to maximize the upper end of the hierarchy, emphasizing product stewardship, source reduction, and reuse, and achieving the legislative goals for recycling and organics recovery.

Hennepin County developed its 2018 Solid Waste Management Master Plan to reach the goal of recycling 75 percent of waste by 2030. The master plan demonstrates the county's commitment to conserving natural resources, protecting the environment and ensuring public health and safety. The county is a national and regional leader in environmental management. The county has received national recognition for the Choose to Reuse program and other innovative waste prevention work. The county's Master Recycler/Composter program, Fix-it Clinics, environmental partners program, recycling grants and education resources have been replicated by many others. The county is also acknowledged nationally for leadership in organics recycling development, household hazardous waste programs and education campaigns. This master plan was developed with the goal of maintaining and strengthening this leadership position.

The plan was developed to be consistent with the Hennepin County Board of Commissioner's mission "to enhance the health, safety and quality of life of our residents and communities in a respectful, efficient and fiscally responsible way." It is also consistent with the Hennepin County Environment and Energy Department's mission of "protecting the environment and conserving resources for future generations" and overarching strategic goal that "Hennepin County's environment is preserved for future generations."

The first part of this plan describes the public engagement process used to gather input. The second part discusses progress on goals as well as opportunities and challenges. Part three sets forth the strategies the county plans to implement to meet the state goals. Appendices at the end of the plan provide additional detail about the solid waste management system.

This master plan is intended to guide waste management in the county through 2036, but most of the strategies focus on meeting the 2020 objectives established by the state in the policy plan. Other strategies will lay the foundation for achieving the long-term goals. Progress on implementing strategies will be reviewed regularly, and revisions and new strategies will be developed as appropriate to continue progress towards achieving the primary outcomes.

Engagement process

The county gathered input from 1,705 participants through meetings, one-on-one interviews and online surveys. Participants included residents, elected officials and representatives from businesses, business associations, cities, schools, community groups, multifamily property owners, haulers and other waste industry experts. Promotions of these activities included arranging in-person meetings, sending emails and letters to stakeholders, and including information in newsletters and social media.

Summary of public engagement activities

Activity	Participants
Online survey	1,235 residents
Meetings with city elected officials	35 elected officials and city managers
Meetings with hauler representatives	6 haulers
Meetings with city recycling coordinators	26 city staff
Focus group discussions with businesses that generate large amounts of food.	21 business representatives responsible for waste management decisions
Interviews with Building Owners and Managers Association (BOMA) Greater Minneapolis representatives, Minnesota Grocers' Association, Hospitality Minnesota (which includes the MN Restaurant Association, MN Lodging Association, and the MN Resort & Campground Association), and the Minneapolis Regional Chamber of Commerce.	10 executive leaders and representatives of primarily large corporate real estate companies.
Meetings with school representatives	12 adult school staff and 2 students
Online survey of school representatives	24 school recycling contacts
Online survey of business grant recipients	35 business recycling grantee
Green Partners environmental education network meeting	34 community group representatives
Interviews with multifamily property managers	6 property managers
Phone interviews with multifamily property managers	31 property managers
Interviews with construction and demolition industry professionals	31 industry professionals, including building reuse retailers, contractors, city building officials, construction waste processors and end markets
Waste sort engagement event	23 attendees, including county commissioners, city council aides, environmental organization executives, retail sustainability officers and reuse and organics industry representatives.
Online survey about proposed strategies	167 respondents, primarily residents
Solicited written feedback on proposed strategies	7 emails from primarily trade associations
	1,705 total participants

Communities represented

Residents from 39 of the county's 44 cities as well as representatives, including mayors, council members, managers and recycling coordinators, from 29 cities provided input.

Residents from:

- Bloomington
- Brooklyn Center
- Brooklyn Park
- Champlin
- Chanhassen
- Corcoran
- Crystal
- Dayton
- Deephaven
- Eden Prairie
- Edina
- Excelsior
- Golden Valley
- Greenfield
- Hanover
- Hopkins
- Independence
- Long Lake
- Maple Grove
- Maple Plain
- Medina
- Minneapolis
- Minnetonka
- Minnetrista
- Mound
- New Hope
- Orono
- Osseo
- Plymouth
- Richfield
- Robbinsdale
- Rockford
- Rogers
- St. Anthony
- St. Bonifacius
- St. Louis Park
- Shorewood
- Wayzata
- Woodland

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- Orono
- Plymouth
- Richfield
- Robbinsdale
- Rockford
- Rogers
- St. Louis Park

Key findings

Residential recycling has improved, but more recycling options are needed

- Residents emphasized increasing convenience by offering pickup services for items that currently need to be dropped off, such as plastic bags and batteries, or improving drop off options by adding more locations and expanding hours.
- Many residents need more capacity in their recycling carts. Many residents want recycling picked up weekly, while other residents asked for a larger recycling cart.

Interest in organics recycling is high, but the concept is still new

- Residents consider organics recycling to be important, and 62 percent said they would be very likely to participate.
- Businesses that generate large amounts of food waste have begun to implement organics recycling. Reasons they cite for starting their programs include having an individual who was passionate about the topic and a financial scenario that made sense. Other businesses have considered it but haven't made it a priority or found it was too expensive.

Barriers to organics recycling need to be addressed, and the benefits need to be better understood

- Barriers for residents include space for adding another cart, increased truck traffic, and odors.
- Barriers for businesses include finding space for outdoor containers, the need to conduct ongoing training for staff, and finding time to focus on an issue that isn't urgent.
- There is a need to better understand the benefits of organics recycling and the value of the compost that the food scraps are turned into. People say they participate in organics recycling to help the environment, to be less wasteful, to send less to landfills, and to create healthy soils.
- Promoting existing county incentives to businesses could build additional interest and support from businesses.
- Providing rewards for residents and business who participate in organics recycling programs should be explored.

There is openness to residential organics recycling requirements but concerns about implementation

- Residents expressed very strong support for requiring cities to provide residents the opportunity recycle organics by 2022.
- Most cities were accepting of the need for requirements, and their concerns were related more to the implementation rather than the requirement itself.
- Cities are concerned about what changes in the funding policy and an organics recycling requirement together would mean for the cost of recycling to their residents. Residents are not seeing the cost savings of reducing waste.
- County leadership is needed to determine the best collection methods and improvements to waste infrastructure to make organics recycling viable.

Organics recycling requirements for businesses that generate large amounts of food waste are not unexpected, and the suggested approach is sound

- Although few in the business community readily embraced requirements, the concept was not unexpected.
- Several businesses acknowledged that they likely wouldn't participate in organics recycling until it was required.
- The approach of the requirement made sense. Businesses told us a well-designed requirement implemented with county guidance and support would make requirements more palatable.
- Residents expressed very strong support for the business recycling requirement. They think this requirement will make a big impact on waste diversion.
- Some trade associations prefer voluntary strategies but all expressed interest in helping the county conduct stakeholder engagement.

People are willing to do their part to expand organics recycling if it is part of a broader effort

- Interest in the status of organics recycling in other locations came up in nearly all the discussions. For example, the business representatives asked about school organics programs, and residents strongly support an organics recycling requirement for businesses. There is a desire to see organics expanded as a broad effort and made available more widely, and individuals seem more willing to do more if others are also being asked to do more.

The educational and financial resources the county provides to encourage recycling are helpful

- The grants, recycling containers, education materials and technical assistance provided by the county are valuable to businesses, schools, multifamily properties and community groups.
- In general, the county is offering the right mix of resources for each sector. The barriers for each sector are unique but well understood.
- Partners that have received grants continue to want help with ongoing training needs and troubleshooting their programs.

Advocate for policies that reduce waste and help enforce existing requirements

- Many residents want the county to be more active in encouraging product stewardship, especially on plastic packaging and disposable products. Residents also want to see more done to enforce recycling requirements that are already in place for apartments, businesses and schools.

More education is needed

- Residents want very detailed lists of what can and can't be recycled or composted.
- Cities want the county to do more to promote organics recycling so residents better understand the benefits of organics recycling and the value of the compost.

Guiding principles

The following principles encompass the concepts and values that were used in the development of the strategies included in this plan. These principles also provide general guidance to support work plan activities and management decisions regarding solid waste.

Sustainability

The county should be a place where natural systems are in balance with the systems people need to live well – a place where people and systems are resilient and adaptable to both short-term and long-term changes. Sustainable materials management recognizes that products and materials vary in the environmental impacts they cause throughout their life cycles and should be managed accordingly. Advancing sustainability will mean responsibly managing natural and financial resources, ensuring that people have what they need to participate, and making strategic investments for the future.

Equitable access

The county strives to ensure equitable access to programs, services, assistance, resources and opportunities to protect the environment for its diverse community. The planning and delivery of programs, services and outreach are intended to meet people where they are both geographically and within the context of their environmental concerns, knowledge and actions. The county works with community members and organizations to understand their needs, interests, barriers and concerns in order to develop customized programs and outreach.

Meaningful involvement

Efforts to involve the public should go beyond building awareness by ensuring that people have access to information and an opportunity to participate in decisions about activities that may affect their environment and/or health and the tools to take action and make environmentally responsible changes in behavior. Decision-makers should seek out and facilitate the involvement of those potentially affected, ensuring that the public's concerns will be considered and their contribution can influence decisions. Outreach efforts engage our community and partners in developing the knowledge, skills, attitudes and motivation to work individually and collectively towards sustaining a healthy environment.

Data-driven decision making

Staff continually gather and analyze data, incorporate scientific research findings into program design, respond to industry trends, and adapt to the needs of the community. Deliberate evaluation of data and thoughtful planning help determine priorities and facilitate the development of creative solutions. The county will make the most of its resources by focusing on what is important and how to best meet established goals, whether that is through the implementation of proven best practices or new, innovative strategies.

Shared responsibility

We all have a responsibility - individuals, businesses, private sector and government - to prevent waste and recycle everything we can. The county's responsibility is to develop and implement policies, offer programs to reduce waste and expand recycling opportunities, offer financial and technical assistance, provide education, and engage our community. Residents and businesses need to prioritize waste prevention and recycling. Ultimately, the ability of the county to reach its waste goals will be determined by the everyday choices and behaviors of the county's 1.2 million residents and thousands of businesses.

Holistic approach

The challenges communities face are interrelated and require a holistic approach. The focus of this master plan is on solid waste management, but the county recognizes the importance of other programs within the Environment and Energy Department – from contaminated lands cleanup and hazardous waste inspections to tree planting and youth environmental education. The county also addresses environmental stewardship and human health through programs in other departments, including lead paint abatement, investment in public transportation, and aligning housing with access to transit services.

Financial stewardship

Advancing sustainability will mean responsibly managing natural and financial resources and making strategic investments for the future. The county will protect the environment and health of residents in a fiscally responsible way by allocating funds to leverage available resources, implementing cost-effective strategies and programs, providing strategic financial assistance, and improving the solid waste management infrastructure to ensure efficient operations. Policies and programs will maximize environmental benefits while being responsive to the economy and ensure the benefits are widely shared by residents and businesses.

Progress on goals

The county has made steady progress toward state goals and in 2016 diverted 82 percent of waste from landfills, a rate on par with national leaders. The county has made positive progress in reducing landfilling, increasing the processing of waste through waste-to-energy and increasing recycling since 2010 but still has a ways to go to reach the 2030 goals.

What's changed since the last plan in 2012



Improved recycling services

One-sort, materials added, public space recycling, container signage



Expanded organics

Minneapolis, St. Louis Park



Launched new reduction efforts

Fix-it clinics, Master Recyclers, Zero Waste Challenge, move out and bulky waste



Offered incentives

Businesses, schools, apartments, public spaces



Enhanced education

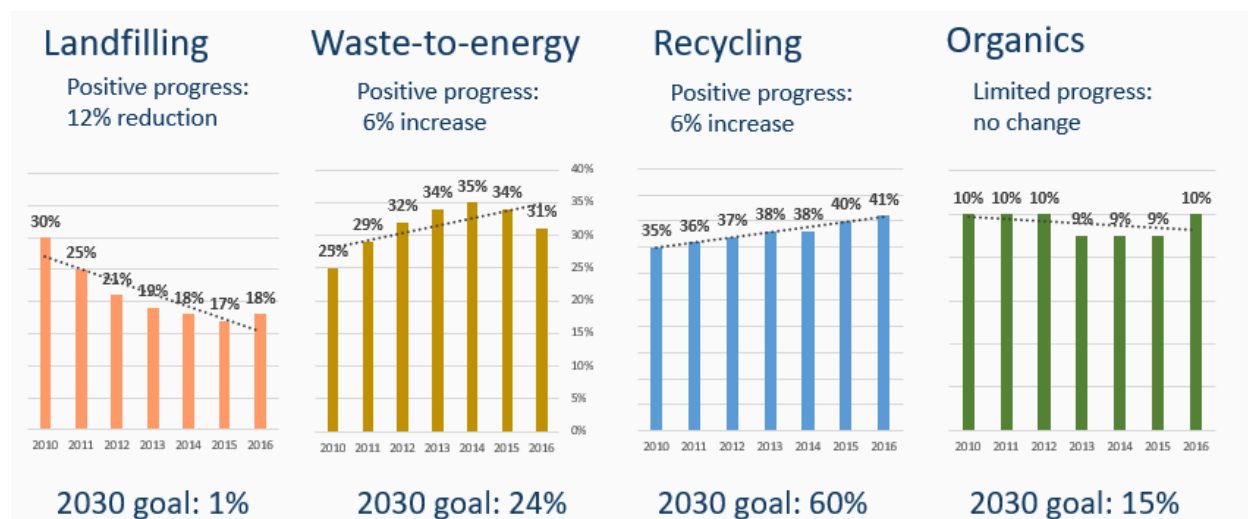
Recycle Everywhere, Choose To Reuse, Save the Food, Green Partners grants

Over the past six years, the county has made progress on the path to zero waste landfilled. The most noteworthy accomplishments include:

- Minneapolis moved to one-sort recycling.
- More materials are accepted in curbside recycling programs.
- There are more recycling options at parks and events.
- Signage on waste containers are better and more consistent.
- St. Louis Park started residential organics recycling service in 2013 and Minneapolis followed in 2015.
- The county started the business recycling grant program, Fix-It Clinics, the Master Recycler/Composter volunteer program, the Zero Waste Challenge, and the move out and bulky waste pilot program at multifamily properties.
- The Recycle Everywhere campaign reached wide audiences over five years.
- The Green Partners environmental education program strengthened collaboration with community groups.
- Innovative programs started by the county have been duplicated across the metro.

Incremental progress

With these efforts, progress toward our recycling goals has shown incremental but positive trends.



Landfilling is down, and more trash now goes to processing facilities that produce energy and recover metal for recycling.

Recycling has inched up about 1 percent every year even though changes in the waste stream have made progress more difficult. Reasons for this include that digital devices have displaced print media, packaging materials are lighter, and there are more non-recyclable plastics. In other words, there is less recyclable material per ton of waste generated, and it takes more recycling just to maintain the same recycling rate.

The diversion rate of organic materials has been flat for several reasons. The majority of organic materials is yard waste, which has a diversion rate that remains fairly consistent from year to year. Organics diverted to composting has increased significantly due to new business and residential organics recycling programs. However, those gains have been offset by decreasing participation in food-to-animals programs that recover bakery and cereal grain by-products to make livestock feed. Overall, there is plenty of room for improvement on organics diversion, and waste sorts repeatedly show that organics is the most common material in the trash.

Challenges and opportunities

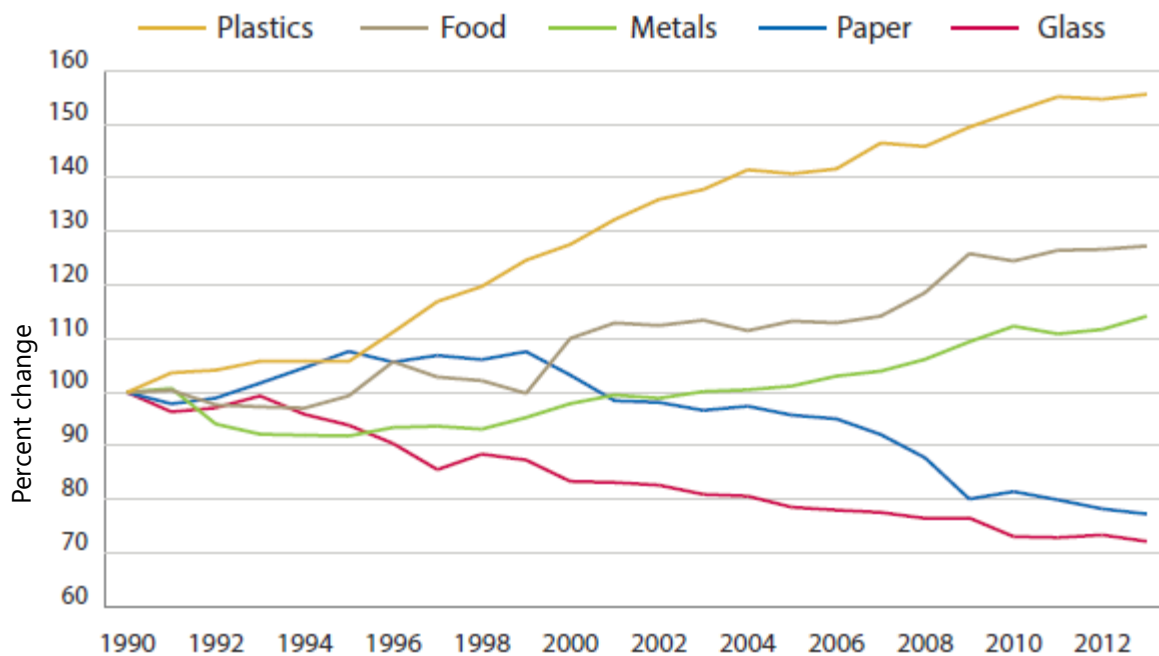
Trends in waste management

Hennepin County's ability to meet its recycling goals is impacted by trends in the waste management and recycling industries. Those trends include changes in the material mix, packaging getting lighter, processing costs increasing, and volatile commodity prices.

The evolving ton

The change in material mix – known as the evolving ton – is particularly challenging. There are less traditional recyclables by weight per ton of waste generated. Plastics, which have become increasingly prevalent in the waste stream, are light and take up a lot of space. Food waste continues to increase, but few people have the opportunity to participate in organics recycling. Meanwhile, the amount of paper in the waste stream continues to decline. All of these changes mean that people need to recycle more and better in order to maintain or increase the recycling rate.

Changes in waste generation (tons) of specific materials compared to a 1990 baseline



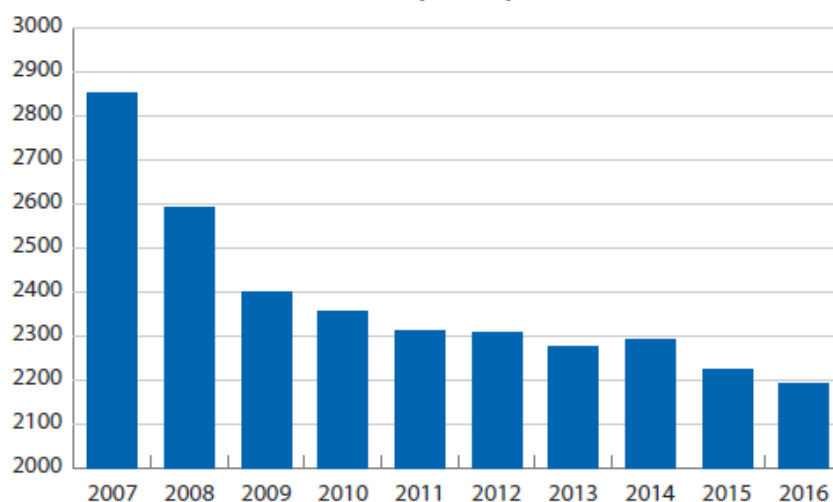
What does it take to get to 75%?

The county realizes that continued progress will require a detailed understanding of what is in the trash and what can realistically be recovered. The county conducted a residential waste sort at the Hennepin Energy Recovery Center (HERC) in May 2016 to support a data-driven approach to policy and program development.

The study found that achieving a residential recycling rate in excess of 60 percent is not realistic even with aggressive capture rate assumptions at levels that have never before been achieved. The study did not make conclusions about diversion of commercial waste, which has a higher proportion of recyclable and compostable materials. However, the viability of the state goal remains to be demonstrated even with optimistic assumptions about new recovery technologies, the development of new markets, and significant enhancements to collection programs.

It has become increasingly clear that weight-based recycling goals alone are an obsolete measure for evaluating overall progress made toward sustainable management of materials through waste prevention, reuse, recycling, and energy recovery. Because the realities of the evolving ton limit the usefulness of year-to-year comparisons, weight-based recycling goals on their own also have limited effectiveness for program planning. To address the shortcomings of weight-based recycling goals, Hennepin County has been keeping track of annual average waste generation per capita, which is the average amount of waste – trash, recycling, and organics – produced by a county resident in a year.

Waste generation in Hennepin County
Pounds per capita



Since 2007, average waste generation per capita in the county has decreased by 20 percent, which is a much greater decrease than the national reduction of about 4 percent since 2007. Moreover, recycling rates in the county have increased only incrementally during the same period. Although waste generation per capita is also impacted by the evolving ton, it is a more robust and useful measure of what residents and businesses in the county are doing overall to reduce disposal and sustainably manage materials. This measure also accounts for annual increases and decreases in population.

Therefore, the county will be placing more focus on waste generation per capita to inform and guide our efforts in the future. Weight-based recycling goals will remain, but they may become secondary goals as the county explores opportunities to use waste generation data to better inform programming. Likewise,

the county strongly encourages the state to re-evaluate its weight-based recycling goals, which are not realistic based on the materials found in today's waste streams.

The county will continue to track program-level results and report annually on the implementation of the strategies outlined in the master plan. The county will also rely on data collected by the state to evaluate progress toward the objectives established in the policy plan since solid waste haulers and permitted facilities now report directly to the MPCA. This data will be used to calculate recycling, organics recycling, resource recovery, and landfill numbers.

Moving forward

Despite the challenges, opportunities to divert materials from the trash still exist. The following strategies will lead diversion efforts to make progress toward state goals:

- Focus on organics, including increasing organics recycling and reducing food waste.
- Build momentum for waste prevention and reuse.
- Engage residents through outreach and education.
- Serve residents where they are (at home, at work, at school, at events and on-the-go).
- Promote drop-offs for hazardous waste and additional recyclables.
- Divert construction and demolition waste from trash.
- Recover resources from trash.
- Achieve more through collaboration.
- Lead by example in county operations.

Focus on organics

Diverting organic materials, which include food, food-soiled paper and compostable products, is the biggest opportunity to reduce our trash. Waste sort studies continue to show that organic materials are the largest proportion of our trash – making up about 25 percent of the trash stream. Diverting organics from the trash involves many different strategies: food waste prevention, food rescue for hunger relief, food to animals, composting, rendering, and anaerobic digestion.

There is a lot of work to be done on preventing food waste in the first place. Each year, 40 percent of food in the United States goes to waste, which means wasted water, energy, fertilizers, cropland and production costs. Raising awareness about the problem of food waste and implementing strategies in both the residential and commercial sectors is needed to address this social and environmental issue.

Recycling organics puts our trash to better use by turning it into valuable compost, which has many benefits. Organic materials decomposing in landfills generate methane, a potent greenhouse gas. Diverting organics to composting helps to reduce landfill methane emissions. Using compost also increases carbon storage in soil and improves plant growth, further increasing carbon sequestration. Soils are the largest source of carbon storage in the world, but soil erosion has decreased those benefits. Additionally, Minnesota's composting industry supports about 700 jobs and produces \$148 million in gross economic activity per year. The composting industry supports four to eight times more jobs on a per ton basis than landfilling operations.

There are many opportunities to increase organics recycling, which would make significant progress toward our recycling goals and maximize the benefits of composting. However, ambitious strategies, such as organics recycling requirements, are needed to push the system forward and make organics recycling more widely available.



Require residential organics recycling

It has been 15 years since Hennepin County conducted the first residential organics recycling pilot, and progress has been slow. Only 11 percent of households in Hennepin County have organics recycling service.

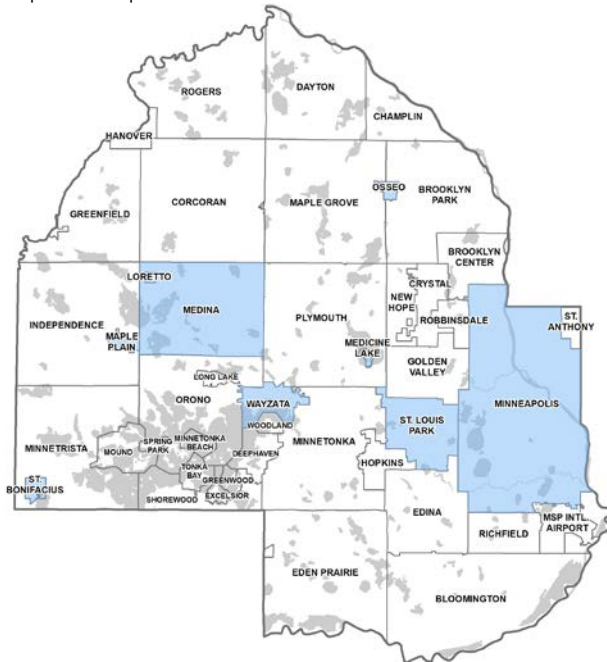
There are now nine cities in Hennepin County where organics recycling service is available citywide (highlighted in blue on the corresponding map), and several other cities have limited availability through one hauler in an open system. Experience from these programs shows that the best results are achieved when organics recycling is available citywide, the service is structured so that everyone pays by bundling organics service with recycling or trash, and implementation is supported by a comprehensive communications and outreach plan. Cities that have implemented such programs include Minneapolis and St. Louis Park, where participation is more than 40 percent and approaching 30 percent respectively.

Because of this, many cities do not have organics recycling service available, and participation in organics recycling in open cities is very low. However, residents are interested in organics recycling. In the residential survey for the master plan, residents said they consider organics recycling to be important, and 62 percent said they would be very likely to participate.

Strategies

- Revise Ordinance 13 in 2018 to require cities to provide residents the opportunity to recycle organics by 2022.
- Increase awareness about organics recycling and the benefits of participating and assist cities in setting up their programs leading up to the requirement.
 - Provide \$100,000 of funding for city organics recycling drop-offs annually through 2021.
 - Assist three to five cities to finance and implement organics recycling pilots to address barriers, test alternate collection methods, and evaluate different aspects of an organics recycling program.
 - Facilitate conversations with haulers to discuss collection options, pricing, and sharing benefits with residents such as cost savings for using a smaller trash cart and receiving finished compost.

Communities highlighted in blue already meet the proposed requirement.



- Provide sample contract language for organics recycling.
 - Continue to provide customized educational materials.
- Explore options to provide communities with compost for community gardens, city parks, or other projects.
- Evaluate the feasibility of working with compost facilities to offer bagged compost made from recycled organics.

Require organics recycling for certain businesses

During the past 12 years, the county has initiated multiple incentives to make recycling and organics recycling more attractive and financially feasible for businesses. These incentives include free technical assistance, lower tipping fees for organics, exemption from county solid waste fees, grants for containers and equipment, and free container labels and signs. In spite of this broad range of incentives, growth of organics recycling in the commercial sector has been slow.

Hennepin County's business recycling grants program has been successful at helping some businesses start organics recycling programs, but it has reached only a small fraction of businesses in the county. In focus groups, businesses who have started organics recycling say it's important to have an individual who is passionate about the topic to lead the effort and a financial scenario that makes sense. Other businesses said they have considered starting organics recycling but haven't been able to make it a priority or found that it was too expensive. Businesses say that finding space for outdoor containers, conducting ongoing training with staff, and finding time to focus on an issue that isn't considered urgent are all barriers to starting organics recycling.

No other reasonable incentives have been identified by staff, businesses, or the trade groups representing these businesses to significantly expand organics recycling in the commercial sector. Furthermore, the focus groups showed that most businesses are unlikely to implement organics collection without a requirement, and an organics recycling requirement was not unexpected.

Based on more than a decade of experience, staff recommend initiating an organics recycling requirement, in combination with existing incentives in order to make significant progress toward achieving the county's organics recycling goals.



Strategies

- Revise Ordinance 13 in 2018 to require businesses that generate large quantities of food waste to implement organics recycling by 2020. The approach to the proposed requirement includes:

1. The requirement would apply to businesses in the following sectors that generate one ton (eight cubic yards) of trash or more per week:

Restaurants	Sports venues and event centers
Grocery stores	Caterers and food trucks
Food wholesalers/distributors	Nursing/residential care facilities
Food manufacturers	Offices with dining services
Hotels	Farmers markets and food shelves
Hospitals	

This proposed approach to determine which businesses are subject to the requirements is recommended because it targets facilities likely to generate large quantities of organics first, manages processing capacity to avoid overwhelming the existing processors, and encourages the development of additional capacity by starting with large generators and phasing in smaller ones after costs hopefully decrease.

2. To be in compliance with the requirements, these businesses would need to:
 - Have organics recycling service.
 - Have collection containers in their back-of-house areas for food waste (front-of-house would be optional).
 - Meet a standard to ensure organics recycling service is being used effectively. (This standard has yet to be determined by the county)

Enforcement of the requirement will focus on targeted assistance and compliance that creates a level playing field.

During implementation, the county will facilitate cooperation with haulers and help businesses address barriers such as space constraints, training challenges, and cost effectiveness.

The county will communicate the requirements as part of a broader organics recycling effort that makes the case by promoting the environmental, financial, and social benefits.

- Before the requirement takes effect, the county will:

Target business recycling grants toward large food waste generators.

Further develop the requirement, including refining the approach to determining compliance based on feedback from stakeholders.

Develop infrastructure

To support the expansion of organics recycling in a cost-effective way, additional capacity is needed to receive, transfer and process organics close to where the organic materials are generated and collected.

Currently, compost sites are located on the outskirts of the metro area – not close to where the majority of organic materials are generated. Transporting organics directly to compost sites takes more time and money for haulers, which translates into higher costs for their customers. The organics area at the county's transfer station in Brooklyn Park is operating at full capacity. Additionally, the county has been challenged to find facilities to process organics since a composting facility that regularly received half of the county's organics closed in 2016.



In order to keep pace with the anticipated increase in organics recycling, the county will expand capacity at its transfer station and evaluate available short-term and long-term processing options.

Additionally, as in other areas of recycling, organics recycling presents several opportunities for the public sector to lead by example. Using finished compost in county operations is an untapped opportunity that the county intends to pursue to demonstrate the benefits of compost and support the development of end markets.

Strategies

- Consider expansion of the county's transfer station in Brooklyn Park to build an area dedicated to managing organics. Evaluate the use of pre-processing equipment as a part of the expansion at the Brooklyn Park Transfer Station that could remove contaminants from incoming organics, further increasing the amount of organic materials that can be managed.
- Explore options for working with private transfer stations to accept organics in order to add transfer capacity where none currently exists.
- Continue to work with local composters and the MPCA to increase composting capacity in the region by reopening the closed composting facility or adding capacity at other facilities.
- Create a plan for developing processing capacity, such as anaerobic digestion or other technologies that are capable of managing large quantities of organic materials and creating renewable, bio-based energy and green chemicals.
- Release a request for qualifications and proposals in 2018 for an anaerobic digestion project to be operational no later than the end of 2022.

Reduce food waste

As much as 40 percent of food produced for human consumption goes uneaten in the United States for many reasons. Of that wasted food, 43 percent is generated by consumers and 40 percent is generated by restaurants, grocery stores and foodservice businesses. So both residents and businesses play a significant role in preventing and reducing food waste in our communities.

Most consumers don't think they contribute to the food waste problem, believing they waste less food than the average person. The reasons people waste food is related to good intentions – they want to eat healthy, be a generous host, be good caretakers, and be adventurous eaters. There is also confusion over food labeling and when food is still okay to eat.

The commercial sector also faces many challenges in reducing food waste. Businesses need to realize that food waste is an issue, understand the safety and legal guidelines for food donation, know how to connect with hunger-relief agencies that can use excess food, and find a program that is convenient for them. Securing timely transportation is critical to getting food that is still good to eat from the generators of the excess food to hunger relief agencies that need the edible food. And an abundance of seasonal produce results in more food than food shelves and meal providers can use – an issue that can be addressed through further processing that allows produce to be stored and distributed during seasons when the availability of fresh produce is low.

Schools are another specific area where more could be done to reduce food waste. About 50 percent of waste from schools is organic materials, and there is a potential to capture uneaten food among those organics. Some schools are leading the way with successful examples of repurposing food through sharing tables and food donation.



Strategies

Commercial

- Develop a demonstration pilot with three to four businesses to test the use of technology-based solutions for food-related businesses to improve supply management by inventorying products, identifying waste issues, and pursuing reduction strategies.
- Partner with food shelves and community kitchens to match their needs with food that can be recovered from grocery stores, hotels, event centers, hospitals and nursing homes and transported to these hunger-relief agencies.
 - Evaluate and facilitate the development of app-based solutions to increase the amount of edible prepared food that is recovered.
 - Evaluate the feasibility of using Master Recycler/Composter volunteers and nonprofit job training programs to overcome the barrier of transporting food to hunger-relief agencies.
- Partner with the University of Minnesota's Institute on the Environment to evaluate options and determine the need for capturing and processing excess produce from farmers, retail and wholesale sources into food products that can be stored by hunger-relief organizations and later distributed to member agencies and clients.
- Encourage more food donation by finalizing safe handling guidelines that reduce the barriers to participation.
- Continue to use business recycling grants to incentivize food waste reduction and the environmental partners program to recognize business that donate food.

Schools

- Gather information from schools to document current practices on donating to food shelves or meal programs and create a food recovery best practices guide.
- Connect schools with resources to help them repurpose food in their own meals, donate food to hunger-relief organizations, and create sharing tables in their cafeteria where students can share extra food with their peers.

Residents

- Increase support of the national "Save the Food" campaign to raise awareness about the problem of food waste.
- Provide additional educational materials like flyers, education kits and activity guides and support the outreach efforts of our educational partners.

Build momentum for waste prevention and reuse

The county considers waste prevention to be any action taken to not produce waste of any kind – including generating recyclables and compost. But the survey results show that residents define waste prevention differently than the county, with residents considering composting and recycling to be key waste prevention actions. They also struggle to identify new waste prevention action to take.

When asked to name one action they currently take to prevent waste in the residential survey for the master plan, 21 percent of residents said they compost or participate in organics recycling and another 11 percent cited a recycling action. And when asked to name a waste prevention action that they want to be doing, 12 percent fewer residents even answered the question. Of those who answered, only 45 percent of the actions identified were a true waste prevention action, and many of those responses were people who want to do an action more consistently, such as remembering to bring reusable bags to the store all the time.

Residents reported many similarities among their current and aspirational actions. The most popular actions include using reusable bags, looking for the least amount of packaging, and avoiding disposable or single-serve items. Many residents noted that these items were difficult to recycle or not recyclable at all. These items also took up noticeable space in their trash or to store for reuse.

Surprisingly, actions to reduce paper use and donating household items were low despite the increase in opportunities to take these actions. Additionally, actions that the county has promoted widely – including buying used and fixing broken items – were not frequently mentioned.



Businesses are also still not familiar with waste reduction to a large degree, and very few businesses recycling grantees have used their grant funds toward any waste prevention efforts.

But there is high interest among residents in learning more about what they can do to reduce their trash. Articles on the county's Choose to Reuse website that take a deep dive into waste prevention actions have successfully spurred lively conversations about these topics, and the county's Zero Waste Challenge has received about 100 applications in each recruitment round from households wanting to learn what more they can do to reduce waste.



Support reuse retailers and community efforts

The reuse industry is made up of mostly independent retailers, franchisee retailers, and nonprofit organizations. Many in the industry do not have the resources to advertise their business, and therefore residents might not be aware of these options.

There has also been a recent growth in community-based and grassroots reuse efforts. One example is the sharing economy in which individuals borrow or rent goods owned by someone else.

The county encourages residents to support local reuse, rental, and repair retailers and highlights community reuse efforts through the Choose to Reuse program, which includes the Choose to Reuse website and annual coupon book. In an effort to reduce paper waste, the county began offering electronic coupons through the free Chinook Book app in 2013. Since then, the number of coupon books printed has decreased by 65 percent.

Another opportunity to support reuse is working with both traditional and reuse retailers to find outlets for materials that traditional retailers cannot sell. Traditional retailers commonly have items that don't sell, are incomplete or are missing parts, and most of these items end up being disposed of in our waste stream. This presents an opportunity to work with retailers and help connect them with the reuse industry so that these items may be reused or repurposed.

Strategies

- Promote the newly revamped Choose to Reuse website, which provides residents a searchable listing of local reuse retailers, articles on reuse topics, and local reuse events.
- Evaluate the Choose to Reuse coupon campaign and explore new ideas to encourage residents to shop at local reuse retailers.
- Monitor organizations involved in the sharing economy and identify opportunities to develop partnerships and offer support.
- Work with retailers to divert unsellable items by researching donations options and connecting retailers with nonprofit organizations who can sell or give items away to people who can use them.

Rethink consumption habits and promote repair

Every product manufactured impacts the planet through the resources required to produce it and the pollution generated throughout its lifecycle. When we must buy a product, the environmental impacts can be reduced by purchasing durable and made-to-last products, looking for products with recycled content, choosing to reuse products instead of buying new, and selecting products with minimal packaging. More education and awareness is needed to encourage consumption habits that focus on waste prevention.

Additionally, learning to repair and maintain can extend the life of the goods we own. Many household items are thrown away when they break or need mending because people lack the skills and confidence to repair their belongings. Fix-It Clinics provide residents the opportunity to get free, guided assistance from volunteers with repair skills on disassembling, troubleshooting and fixing their broken household items, including appliances, clothing, electronics, mobile devices and more. Fix-It Clinics teach valuable repair skills, build community connections and reduce the number of repairable objects thrown in the trash. Since 2013, nearly 80 percent of items brought into the Fix-It Clinics have been repaired, and the clinics continue to draw about 50 participants each month.

Strategies

- Continue to hold monthly Fix-It Clinics for residents to learn how to fix their broken household items.
- Promote the most popular, aspirational and impactful actions identified by residents, including using reusable bags, looking for the least amount of packaging, and avoiding disposable or single-serve items.
- Conduct research on consumption habits and waste prevention actions to inform the development of an education-based campaign focused on better consumption habits.

Encourage reuse during move out

When people move, they often make quick decisions about the goods they own, which can result in a lot of waste of reusable items. Making reuse a more convenient option can cut down on the waste created from moving. The county has been increasing reuse and donation opportunities by connecting multifamily properties with local reuse retailers. The properties set up a reuse collection point on-site, and the reuse partner picks up the materials to resell at their retail locations.

Strategies

- Continue and expand efforts to divert household goods and clothing for reuse and recycling from multifamily properties.
- Explore new options for keeping furniture and household goods out of the trash.

Find recycling options for items that cannot be reused

Despite their best efforts to resell, donate or otherwise reuse materials, reuse retailers and residents have materials that are not in good enough shape to be used again. A prime example is clothing and textiles. The county gets many calls from residents wanting to recycle their torn textiles. And although reuse retailers recycle unusable textiles, they don't want to advertise it because they prefer to receive high-quality goods and worry they will be inundated if they tell residents they will take it. To provide residents an option to recycle their clothing, shoes, bedding, curtains, tablecloths and toys that can't be reused or donated due to tears, stains and other damage, Hennepin County drop-off facilities now accept these items for recycling.

Strategies

- Continue to accept unusable textiles at the county's drop-off facilities for reuse or recycling into rags and other items.
- Explore recycling options for materials that cannot be repaired or reused.

Engage residents through outreach and education

The ability of the county to reach its solid waste management goals will be determined by the everyday choices and behaviors of the county's 1.2 million residents and thousands of businesses. When people choose to use less, recycle more and properly dispose of waste, their actions will be reflected in the county's waste management data and results.

The county promotes environmental stewardship by raising awareness about changes in recycling programs, promoting new opportunities, and generating excitement about recycling and waste prevention. The county also partners with community organizations to motivate behavior change, trains motivated residents to become champions in their communities, and works one-on-one with households to make lasting changes.



Communications and outreach

The county uses a combination of mass communications and one-on-one outreach approaches to provide information and help residents take action.

Strategies

- Develop high quality messages and materials supported by comprehensive communications and outreach plans, and deliver messages using mass communication channels, social media and direct outreach methods.
- Maintain and promote the Green Disposal Guide, an online guide to help residents find the best way to recycle, reuse or dispose of household items.
- Provide information about recycling and waste prevention programs, services and actions at events and through presentations.
- Provide tours of the Hennepin County Drop-off Facility in Brooklyn Park and the Hennepin Energy Recovery Center to a variety of groups.
- Develop and support youth environmental education programs that foster a connection to the natural world, promote understanding of our interactions with and impact on the environment, and motivate lifelong environmental stewardship.

Raise awareness for organics recycling

Many of the people who provided feedback on the master plan expressed interest in seeing a broad effort to raise awareness about organics recycling. Individuals seem more willing to participate in organics recycling if they see it being implemented across all sectors, including residential, commercial and schools. There is also interest in better understanding the benefits of organics recycling and the value of the compost that food scraps are turned into. People say they participate in organics recycling to help the environment, be less wasteful, send less to landfills, and create healthy soils.

Strategies

- Develop a campaign to raise awareness about the benefits of organics recycling, help address barriers, and motivate participation.
- Promote the campaign through advertising, media outreach, and community events.
- Weave messages into existing promotional materials to ensure consistency among sectors.
- Provide materials to cities and other partners to support and enhance their work.

Engage the community and conduct socially inclusive outreach

Effective community engagement is critical to the success of the county's efforts to increase recycling and waste prevention. Good community engagement focuses on the touchpoints, relationships and strategies that will lead to community trust and reduced disparities. Establishing sustainable relationships and conducting stakeholder analysis through a systematic and strategic approach will enable staff to better problem solve, consult the community, and collaboratively create better solutions.

A cross-department team formed in 2017 to advance Environment and Energy's strategy to reach lower income communities, communities of color, new immigrant communities and American Indians and to mobilize and integrate behavior change around environmental issues.

Strategies

- Develop and implement a five year plan to enhance relationships and engagement, enrich knowledge gathering, and embrace change in department operations to better serve residents, including those from lower income communities, communities of color, new immigrant communities and American Indians.
- Ensure equitable access to services by translating literature into multiple languages, offering interpreter services to non-English speakers, and training staff to know how to access these resources, understand bias in communication and increase cultural competencies.
- Work with community members and organizations to understand and respond to their needs, interests, barriers and concerns in order to develop customized outreach and authentic communications.

Work with community groups to engage communities and motivate action

Through the Green Partners environmental education program, the county provides funding, activity supplies, field trip transportation and project support to organizations that empower residents to reduce waste and increase recycling. Since 2012, 122 grants totaling more than \$1.3 million have been awarded.

The county recently started Green Partners Grow, a new pilot group that focuses on increasing participation in residential organics recycling programs through peer-to-peer outreach. Participating organizations receive training, funding and environmental education resources to conduct a project in their communities.



Strategies

- Conduct evaluation of the Green Partners grant program to reassess goals, analyze outcomes, check alignment with community needs, and develop future recommendations for environmental education grants.
- Train and support groups in the Green Partners Grow program to implement their projects and evaluate successes in order to inform organics recycling outreach.

Train Master Recycler/Composter volunteers

Master Recycler/Composter volunteers are trained on waste prevention, recycling and composting and then educate their peers and community through volunteer activities and waste diversion projects. More than 500 residents have been trained through the program since its launch in 2011, contributing more than 6,000 volunteer hours.

In addition to the twice-per-year training for residents, the county has partnered with various organizations to offer a modified version of the training to their employees.

Strategies

- Continue to offer two Master Recycler/Composter trainings a year.
- Continue to implement modified versions of the training to the commercial sector.
- Continue to work with organizations to connect Master Recycler/Composters to volunteer payback opportunities.

Mentor households through the Zero Waste Challenge

Recently 35 households – a total of 133 adults and children – completed the county's first Zero Waste Challenge pilot that started in September 2016. The county developed the challenge to help people figure out what waste-reduction actions to take and how to fit them into their lives.

Overall, participating households decreased the amount of waste they produced by 20 percent. On average, households recycled or composted 62 percent of their waste, significantly more than the countywide diversion rate of 45 percent. About half of the households started composting their organic waste due to the challenge. The households are also helping to spread the word about recycling and waste prevention actions – most of the household said they shared their Zero Waste Challenge story with their family and friends.



Strategies

- Offer the challenge annually, targeting 30 to 50 households for participation.
- Continue to assist participating households in measuring and tracking their waste and progress towards their zero waste goals.
- Use education tools developed for the challenge and insights gained from participants to inform the development of an education-based campaign to encourage waste prevention and better consumption habits.

Serve residents where they are

For recycling to be most effective, people have expressed the importance of it being convenient and consistent no matter where they are. Residents have emphasized their desire for more education about recycling with clear messages about what is accepted. Businesses are working to provide recycling signage, consistent recycling stations and access to recycling bins. Representatives from community groups have said they appreciate the efforts to make recycling programs and labeling consistent across businesses and want to see those efforts continue to expand. Residents have noted the importance of recycling in schools to teach kids, suggesting they will bring their learning home and continue the practice throughout their lives. Others want to see better recycling options at events. The county is committed to convenient and consistent recycling everywhere people go – at home, at work, at school and on-the-go.



At home

Recycling, organics, and trash service depends on where you live. Cities provide recycling service to most houses and smaller multifamily buildings (those with two to eight units). This service is commonly referred to as single-family curbside recycling. On the other hand, larger, multi-unit residential buildings have waste services provided by the property owner or manager.

Single-family

The county supports city recycling and organics recycling programs by providing financial incentives, education and outreach support, and technical assistance. The county continues to pass through 100 percent of the state's SCORE funding to cities. In 2016, the county awarded \$3.6 million for recycling and organics recycling programs. To receive a grant, cities are required to meet the terms of the county's residential recycling funding policy.

In addition, the county supports education and outreach efforts in all cities by providing educational resources such as recycling guides, newsletter articles, social media posts and additional materials on a variety of topics. The county also works with cities to implement best practices and explore more effective program set up options, such as using standard contract language, ensuring residents can upgrade to a large recycling cart, and offering weekly recycling pickup.

Strategies

- Continue to provide SCORE funds for recycling and organics recycling programs as well as education and outreach support and technical assistance.
- Provide support for organics recycling by helping cities conduct pilot programs and identify the best practices for program set up.
- Continue to coordinate the standardization of recycling guides and messages by using consistent terminology and images.
- Work with interested cities to collect recyclables and trash on the same day or to develop pilot programs with bi-weekly trash collection and weekly recycling and organics recycling collection.
- Encourage cities to explore weekly recycling pickup when recycling contracts expire.
- Continue to encourage backyard composting by partnering with Sentencing to Serve to offer high-quality compost bins at a reasonable price.

Multifamily

The county's multifamily efforts over the past five years have focused on providing technical assistance and educational resources to property managers and residents. Through these efforts, more than 11,000 units at about 50 to 100 properties are reached each year.

Despite these efforts, challenges with multifamily recycling persists. Hennepin County conducted a study of multifamily waste in 2017 and found that diversion is low at multifamily properties, contamination of recyclables is high, and service levels are inadequate for capturing the amount of recoverable material generated. The county's strategies will continue to focus on educating residents and property managers, right-sizing service levels, and expanding collection options to increase diversion at multifamily properties.

Strategies

- Continue to provide technical assistance and educational materials.
- Expand efforts to divert household goods and textiles for reuse and recycling.
- Provide resources and technical assistance for organics diversion.
- Pilot and study new outreach strategies at properties with high populations of immigrants.
- Work with cities to ensure that multifamily units have recycling services.
- Continue to coordinate efforts regionally to ensure standardization of messaging and shared resources.
- Continue to fund multifamily waste diversion projects through the business recycling grant program.

At work

The county has provided \$1.5 million in grants since 2013 as well as technical assistance, signage and education materials to businesses and nonprofit organizations as an incentive to implement and improve recycling and organics recycling efforts. Businesses who have received grants have successfully increased the amount of materials they divert from the trash.

The county also began recognizing businesses and organizations for their efforts to recycle and divert organic waste from the trash through the Environmental Partners program in 2014. County staff provide onsite assistance to potential partners to ensure they are using best management practices for their recycling and organics recycling programs. Businesses that have earned recognition receive decals and other outreach materials and are listed in an online directory on the county website. The program helps businesses communicate to their customers that they care about the environment, and the online directory provides residents a way to find and support businesses that are taking action to protect the environment.



Strategies

- Continue offering \$750,000 per year in business recycling grants.
- Help address barriers to recycling and organics collection, such as space, training and cost.
- Continue to develop partnerships and build relationships with businesses and organizations to promote the availability and use of resources and incentives, and continue to work with entities that can help coordinate with multiple small businesses, such as the Lake Street Council, Building Owners and Managers Association, the Downtown Improvement District, chambers, and associations.
- Pilot a business-to-business mentorship program in partnership with the Environmental Initiative in 2018 and seek future non-governmental partners to implement an ongoing mentorship program to facilitate information sharing among peers and business leaders on waste reduction and recycling.

At school

School recycling and organics recycling programs are critical to helping the county achieve waste abatement goals and educate future generations about the importance of reducing waste, recycling and overall environmental stewardship. The county has provided technical assistance and \$1.7 million in grants to schools for recycling and organics recycling since 2002. More than 160 of the 350 schools in the county collect organics for composting. School staff and students are educated on waste reduction and recycling through presentations, free recycling signage, and bi-monthly school recycling meetings.

Strategies

- Continue to provide technical assistance and presentations to staff and students.
- Support food waste reduction by providing a best practices guide and connecting schools with resources.
- Evaluate future needs for grants and financial assistance.

At events and on-the-go

To help make recycling more widely available, the county supports recycling at events and other public locations. The county provides assistance to cities and parks to improve recycling programs in public spaces such as parks, recreation centers and business districts. The county partners with the Minneapolis Parks and Recreation Board to provide a container loan program for recycling and organics collection that 80 to 100 events with a total attendance of more than 100,000 people use each year. The county has supported the implementation of organics diversion at the Minneapolis-St. Paul International Airport, Target Field, TCF Bank Stadium, the Minneapolis Convention Center, and U.S. Bank Stadium.

Strategies

- Continue the container loan program for events.
- Continue to partner with cities and parks to expand recycling collection opportunities in public spaces.
- Target large, visible venues to increase diversion, incorporate best management practices for recycling and waste collection and increase consistency of materials accepted, messaging, terminology and signage.
- Continue to assist event organizers with the planning and implementation of low-waste events.

Promote drop-offs for hazardous waste and additional recyclables

Many items that aren't accepted in residential recycling programs can still be recycled through drop-offs. This includes plastic bags and film, clothing and textiles, electronics, mattresses and scrap metal. There are also items that contain hazardous materials that must be kept out of the trash because they can harm our health or the environment if not disposed of safely. This includes automotive items, household cleaning products, paints and pesticides.

To encourage more recycling and proper disposal, Hennepin County provides disposal options for household hazardous waste and additional recyclables at drop-off facilities and collection events and containers throughout the county. The county also promotes additional disposal and recycling opportunities provided by cities and retailers.



Provide disposal options for hazardous waste, problem materials and additional recyclables

The county operates two permanent drop-off facilities in Bloomington and Brooklyn Park where residents can get rid of electronics, appliances, household hazardous wastes, mattresses, scrap metal and more. To provide more convenient local disposal options, the county also holds collection events at various sites throughout the county and provides containers to collect household batteries for recycling in libraries and community centers.

To provide recycling and disposal options for more materials, the county has started programs to collect medicines, sharps and textiles in recent years. Medicine drop boxes are available at law enforcement agencies throughout the county, and collection events are held at senior living facilities quarterly to provide a more convenient disposal option for that population. Sharps, which are not accepted in the medicine drop boxes and are challenging for residents to dispose of, are now accepted

at the county's drop-off facilities. The county also recently started accepting textiles for recycling at the drop-off facilities in response to the feedback from residents who want to recycle their torn textiles and hesitancy of reuse retailers to advertise that they'll accept unusable textiles for fear of being inundated. Residents can now drop off their clothing, shoes, bedding, curtains, tablecloths and toys that can't be reused or donated due to tears, stains and other damage for recycling.

To facilitate reuse of materials that are brought to the drop off facilities but are still usable, the county operates free product centers at the two drop-off facilities. Materials like paints, cleaners, automotive products and more are available to the public free of charge.

Strategies

- Continue to operate the county's drop-off facilities and hold six to eight household hazardous waste collection events each year.
- Continue to collect sharps, textiles, mattresses, scrap metal, plastic bags and other hard-to-dispose of items and recyclable materials not accepted in residential recycling programs.
- Explore the feasibility of new partnerships and the use of the Brooklyn Park Transfer Station to facilitate increased recycling of plastic film, unusable textiles, and other hard-to-recycle materials.
- Work with local law enforcement agencies to provide additional medicine drop boxes throughout the county and continue to offer quarterly medicine collect events at senior living facilities.
- Continue to offer household hazardous waste disposal assistance to city and county cleanouts of tax-forfeited homes.
- Promote the county's existing battery collection containers at libraries and community centers.

Promote disposal and recycling options provided by cities and businesses

In addition to the disposal services provided by the county, many cities and businesses provide recycling and disposal options for materials that are not accepted in residential recycling programs.

Most cities host a special drop-off event or pick-up service that accept hard-to-get-rid-of items. Although acceptable items and fees vary by city, items commonly accepted at city cleanup events include appliances, batteries, carpet, construction materials, furniture, mattresses, scrap metal, and tires.

There are also many retailers that accept items like plastic bags and film, paint, batteries and fluorescent light bulbs from residents for recycling. And some businesses provide recycling options for appliances, electronics and scrap metal. Depending on their locations, these may be the most convenient option for residents.

Strategies

- Compile a listing and promote city drop-off days and special pick-up services.
- Promote opportunities to drop off items such as plastic bags and film, batteries, compact fluorescent bulbs, and paint at retailers.
- Provide information on the best disposal options for household items and businesses that accept those materials through the Green Disposal Guide.

Divert construction and demolition waste

Only 30 percent of the construction and demolition (C&D) waste generated in the region is diverted for recycling, but there are opportunities to do more. C&D processors can divert 60 to 75 percent of the waste for recycling, biofuel or landfill cover, while deconstruction can divert up to 90 percent of the material. A 2015 Hennepin County study found that there is adequate capacity in the region to greatly increase the amount of C&D waste diverted for recycling and reuse.



Strategies

- Develop C&D waste diversion practices and bid language for county facilities, operations and county-funded development projects that favors deconstruction over demolition when removing a building is necessary.
- Actively engage stakeholders, including cities, construction and demolition companies, waste haulers and property developers, to identify actions that could increase C&D waste diversion.
- Investigate opportunities to provide assistance to demolition contractors to assure proper disposal of hazardous materials and increase diversion of C&D material during the removal of buildings in the county.
- Collaborate with cities to increase deconstruction and diversion of C&D material through incentives and policies.
- Create educational materials targeting builders and residents on building material reuse and recycling.
- Continue to allow and encourage the use of tear-off shingle scrap in county paving projects when practicable and cost effective to increase diversion of this material.

Recover resources from trash

The county continues to take action to divert more from the trash through waste reduction, reuse, recycling, and organics recycling. Nonetheless, in 2016 residents and businesses put 720,000 tons of material in the trash, which amounts to 1,200 pounds per person. There are two options for managing waste that remains after residents and businesses recycle: burning it to generate energy or burying it in a landfill.

Processing waste to generate energy is environmentally preferable to landfilling and provides the opportunity to recover metal for recycling. The county's waste-to-energy facility, the Hennepin Energy Recovery Center (HERC), produces enough electricity to power 25,000 homes and provides steam to the downtown Minneapolis district energy system and Target Field. Additionally, more than 11,000 tons of scrap metal is recovered from the trash at HERC and



recycled each year, which is more than double the amount of metal collected in curbside recycling programs in the county. Furthermore, processing waste at HERC generates about \$8 million in electrical revenue each year that is used to fund the county's waste prevention, recycling, and organics recycling programs as well as environmental education, water and natural resources protection programs.

Hennepin County maintains the highest performance standards at HERC. For example, the county further reduced the relatively low NOx emissions from HERC in 2016 by proactively installing new pollution control equipment that reduced emissions of NOx by about 25 percent. Although HERC's emissions account for only about one percent of NOx emissions countywide, the county recognizes that every reduction of NOx contributes to protecting human and environmental health.

In operating HERC, the county strives to be a good neighbor, taking steps to control odors and dust and pick up litter. The county is an active member in the MPCA's Minneapolis Air Pilot Project, which includes 12 facilities with air permits in communities identified for environmental justice concerns. This group works to identify ways to reduce air emissions, better understand air quality in Minneapolis, and improve engagement with communities.

The county reduces the landfilling of waste by using the existing permitted capacity at HERC and sending waste to Great River Energy (GRE). The county will further reduce the landfilling of waste and

meet state goals through waste prevention and increases in recycling and organics recycling. As of 2014, the county is not seeking additional permit capacity at HERC (board resolution 14-0058R2).

Strategies

- Meet state law by recovering energy from the waste managed in the county system by operating HERC at its permitted capacity of 365,000 tons per year and delivering excess waste from the county system to waste processing facilities.
- Operate HERC safely and efficiently to ensure air emissions are well below permitted limits, and monitor advancements in pollution control technology to assess feasibility of additional voluntary reductions in air pollution.
- Manage HERC in a fiscally responsible way that includes adequate maintenance to protect the county's investment and maximize energy revenues to fund environmental programs.
- Improve transparency about HERC's operations by posting environmental performance data online and offering tours.
- Increase and enhance engagement with communities by building relationships, seeking to understand values, identifying and addressing concerns, and finding common interests of areas to work together.
- Give presentations and tours to help residents visualize how much trash is generated, understand HERC's role in an integrated waste management system, and encourage actions to prevent waste.

Achieve more through collaboration

The metro solid waste management system is governed by multiple entities, public and private, and collaboration is needed to implement comprehensive and effective strategies. The state, counties, cities, waste management industry, businesses, nonprofits, communities, and residents all have specific roles and responsibilities for improving solid waste management.

The county is committed to waste prevention and recycling. The success of our efforts relies in part on individuals, businesses, and partners taking action to support and improve recycling. In particular, the county works on product stewardship initiatives to ensure everyone involved in a product's lifecycle takes responsibility for reducing its impacts and relies on the state to implement policies and practices that support the solid waste management system. The county is committed to working with the state to meet environmental justice goals to ensure the fair treatment and meaningful involvement of all people.



Pursue product stewardship initiatives

Product stewardship means that all parties involved in designing, manufacturing, selling, and using a product take responsibility for the environmental impacts of that product, and take steps to reduce the impacts. Many household hazardous wastes and problem materials accepted in county programs are banned from municipal solid waste. The county has identified foam insulation tanks, one-pound propane tanks, and fire extinguishers as some of the most toxic, costly, and hazardous materials collected through county program. The continue diversion programs for hard-to-recycle materials like mattresses and unusable textiles. The system established by the county is important to maintain. The county drop-off facilities and collection events offer a convenient one-stop for residents to get rid of priority wastes.

Hennepin County has been involved in the Minnesota Product Stewardship Council as well as a state-wide committee in partnership with other waste organizations and the MPCA. The focus of these groups is to bring together counties across Minnesota to come to a consensus on what products are of the most concern for them. The county sees the importance of collaborating with non-profits, other counties, and waste management organizations to develop product stewardship efforts.

Strategies

- Share the county's experience, expertise, and needs on product stewardship by sitting on the board of the Minnesota Product Stewardship Council to support the promotion of product stewardship efforts.
- Participate in a statewide committee hosted by the MPCA to establish a statewide effort to evaluate and establish the framework of product stewardship policy in Minnesota.
- Investigate options, product stewardship efforts in other states and countries, and solutions for toxic, hazardous, and costly products such as foam insulation tanks, one-pound propane tanks, fire extinguishers and other materials that may arise.
- Enhance tracking and reporting on priority wastes for product stewardship initiatives and support future efforts as they develop.

Coordinate with the state and region

The state, metro counties and cities all play a role in solid waste management. The goals outlined in the policy plan can only be achieved with support from each level of government.

Minnesota Pollution Control Agency

The county's ability to meet the state's recycling goals depends on leadership by the state in the following areas:

- Enforce the Restriction on Disposal statute, § 473.848.
- Implement hauler reporting with a focus on commercial recycling.
- Actively participate in creating a solution to the lack of capacity for organics management.

The Minnesota Legislature established a solid waste management hierarchy and requirements for implementing alternatives to land disposal, including the processing of waste at resource recovery facilities. The Restriction on Disposal statute (Minn. Stat. § 473.848) prohibits the disposal of unprocessed trash unless the waste is certified as unprocessable in accordance with the criteria in the policy plan. More landfill diversion is possible if waste haulers using landfills delivered waste to resource recovery facilities.

The complexity of the solid waste system makes it difficult to measure how waste is managed. Some data is relatively reliable, such as the waste delivered to facilities. Other data is not as reliable, such as recycling in the commercial sector. The county estimates commercial recycling using a baseline derived from a study completed in the early 1990s. That baseline number was indexed to employment data from the Department of Employment and Economic Development (DEED). Each year commercial recycling tons are adjusted up or down based on employment in the county. In 2015, the legislature required haulers to directly report to the MPCA in order to get better data on commercial recycling. The hauler forms were completed in 2016, and in 2017 haulers will begin to report data from 2016 using the new forms.

Additional composting capacity is needed to handle the increased quantities of organics diverted from the waste stream. In August 2016, a composting site that regularly received half of the county's organics ceased operations. Since that time, the county has struggled to secure adequate composting capacity for the organics currently received at the county's transfer station. The county has talked to local composters about the need for increased processing capacity, but no definitive plans are moving forward at this time. The county has been in communication with the MPCA and other key stakeholders regarding the steps needed to re-open the facility that closed last year.

The policy plan outlines numerous strategies for reducing waste and increasing recycling and organics recovery. The MPCA has committed to leading several of those strategies, including recycling market development, organics market development, and emerging technology. The county will actively participate in the MPCA's development of those strategies and work to ensure successful implementation.

Metro coordination

Although the metro counties do not have a formal regional waste management district in place, it is worthwhile to implement certain strategies at the regional level. These strategies include consistent regional messaging, reciprocal use for household hazardous waste facilities, and regional hauler licensing.

Starting in June 2016, representatives from haulers, cities, counties, and other regional organizations and associations, met to discuss how to improve recycling efficiency through coordinated messaging and community outreach. Recognizing the inconsistency of recycling messages, the Recycling Education Committee (REC) sought to better coordinate recycling communications and outreach. After a series of meetings, the group identified a set of materials that were universally agreed upon to always or never be acceptable for curbside recycling collection.

Each of the metropolitan counties has at least one year-round site for the collection of household hazardous waste. A reciprocal use agreement allows residents to use any of the household hazardous waste collection sites located in Anoka, Carver, Dakota, Hennepin, Ramsey, and Washington counties.

The regional hauler licensing program was established through a joint powers agreement. The program provides for the issuance of one base license by the county in which the hauler is based and an operating license by each county in which a hauler operates. The base license provisions, including insurance requirements, fees, hauler application form and license year, are consistent throughout the region.

Strategies

- Implement standardized messaging regarding residential recycling.
- Standardize metro practices by offering reciprocal use for household hazardous waste and coordinating hauler licensing.

Seek environmental justice

The MPCA has adopted an environmental justice policy and defines environmental justice (EJ) as the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations and policies. This will be achieved when everyone benefits from the same degree of environmental protection and has equal access to the decision-making processes that contribute to a healthy environment. The county is committed to reaching this goal and acting on the three principles of environmental justice: full and fair participation, equal sharing of benefits, and mitigation of disproportionate adverse effects.

Strategies

- Ensure full and fair participation in solid waste planning
 - Actively engage stakeholders to guide development of an environmental justice framework. The framework will use the county's core values, disparities reduction work and Health in All Policies efforts as a foundation and will involve listening to and collaborating with others to create a shared set of values and outcomes for the work that affects communities.
 - Identify areas of concern for environmental justice using the MPCA parameters and map, the EPA's EJScreen tool, and Hennepin County's Public Health SHAPE disparities data book.
 - Develop and implement public participation plans to engage the community and conduct socially inclusive outreach for policy development and program decisions.
 - Incorporate environmental justice considerations into solid waste policy and program recommendations.
- Equally share the benefits of this solid waste plan
 - Require cities to offer organics recycling and work with multifamily property managers to ensure that residents have adequate access to recycling services.
 - Analyze program data such as grant recipients and location of collection events to identify who is benefiting from county waste and recycling programs and if any disparities exist.
 - Examine our solid waste system, including recycling and waste facilities and the transportation of waste, to better understand community health impacts.
- Mitigate disproportionate adverse impacts of this solid waste plan
 - Identify new strategies to reduce disparities found in waste and recycling programs.
 - Work with the MPCA, Clean Air Minnesota, City of Minneapolis and other cities to support air emission reduction projects that could offset air emissions from the solid waste system.

Lead by example in county operations

The county has several internal initiatives to increase both recycling and waste prevention. These include comprehensive recycling services and a number of sustainable purchasing programs.

Recycling services

Internally, the county began collecting office paper at the Government Center in 1974. The in-house recycling program has now expanded to all county-owned facilities, many leased locations, all 41 Hennepin County libraries and the Hennepin County Medical Center, and the list of materials collected has expanded greatly.

Program services include:

- Single-sort recycling
- Cardboard
- Organics (back-of-house at corrections facilities, Park Café, and several pilots)
- Library books (reuse and recycling)
- Media (CDs, DVDs, and more)
- Household batteries
- Scrap metal

Strategies

- Continue to provide convenient in-house recycling services.
- Create a recycling guide and educational materials for new employees.
- Evaluate the expansion of organics collection in the Government Center and other locations.
- Work with the libraries to reduce waste.

Sustainable purchasing initiatives

Public entities have significant purchasing power, which provides an opportunity to make a positive impact on human health and the environment through procurement decisions. The county has made an effort to lead by example and take responsibility for the consequences of its spending by focusing on sustainable purchasing.

The Hennepin County Board approved Resolution 01-4-263 in 2001, which directed the county administrator to designate recycled-content products for procurement and develop procedures to continuously evaluate product purchases for environmentally preferable alternatives. The Environment and Energy Department worked with other departments to incorporate environmentally preferable specifications into county contracts.

The county has partnered with Staples, its office supply contractor, to automatically substitute eco-friendly products that save the county money. One example is the purchase of remanufactured toner cartridges instead of new toner cartridges. Staples uses third party certifications to offer products with reduced environmental impact. Eco-conscious products include those that contain recycled content or are remanufactured, refillable, or rechargeable. The life cycle of products is also part of the equation. Staples also works on packaging reduction and order efficiency to reduce the impact of delivery.

The county purchases electronics that are registered with the Electronic Product Environmental Assessment Tool (EPEAT). EPEAT is a method for purchasers to evaluate the effect of a product on the environment. It assesses various lifecycle environmental aspects of a device and ranks products as Gold, Silver or Bronze based on a set of environmental performance criteria.

In order to minimize the health and environmental impacts of maintaining clean facilities, the county requires the use of environmentally preferable cleaning products and methods. Cleaning products must be certified through Green Seal, EPA's Design for the Environment, or Canada's EcoLogo program.

The reuse of office supplies is organized through the county's purchasing department. If a county employee needs an item or wants to get rid of something, the reuse process is initiated by emailing the designated contact in purchasing, who then distributes the announcement to a large group of contacts. Those who are interested connect to exchange the surplus items.

Strategies

- Continue sustainable purchasing initiatives.
- Participate in the state's GREEN Group to develop sustainable purchasing initiatives and report on common metrics.

Attachments

The attachments are available at hennepin.us/solidwasteplanning.

- Description of existing solid waste management system
- Description of county system
- Supporting documents
 1. 2016 recycling progress report
 2. Stakeholder engagement report
 3. Waste sort report
 4. Residential recycling funding policy
 5. Waste delivery agreement template
 6. County solid waste ordinances
 7. County solid waste system operating manual
 8. City contract rates
 9. List of selected policy plan strategies

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City of Richfield

CLIMATE ACTION PLAN



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Lifelong learning at Wood Lake Nature Center is an essential part of sustainability and environmental education and action!

Introduction

In Richfield's 2040 Comprehensive Plan, one of the overarching goals was "emphasizing sustainability as a measure to ensure the future economic, environmental and social health of the community". Sustainability efforts are also inherently connected to the rest of the City's goals. This includes increasing equity, committing to a balanced multi-modal transportation system, providing the best core services, engaging residents with community outreach, and more.

Our climate is changing rapidly, with more precipitation (both rain and snow) and warmer temperatures, especially during the winter and overnight (Minnesota Environment and Energy Report Card, 2019). In 2016, transportation surpassed electricity as the largest source of CO₂ emissions in MN (Minnesota Environment and Energy Report Card, 2019). All of these statistics and more highlight a need for society to change its business-as-usual behaviors and look towards more environmentally friendly ways of life.

The predominant lenses through which the climate actions in this plan have been proposed and evaluated are mitigation, education, and equity. It is well-known that climate change has and will continue to affect everyone, disproportionately affecting marginalized populations. This includes our elderly, people of color, disabled, non-English speaking, low-income, and immunocompromised friends, family, and neighbors.

It's important to learn how climate change affects people differently based on socio-economic factors. As such a diverse community, Richfield knows the importance of ensuring equity in all services and projects. The Climate Action Plan is no exception, with staff and elected officials ensuring that equity is highlighted in every goal. There are some general aspects in the plan that work to increase equity, like widespread translation of existing and new resources and documents, and working to provide in-person translation as well. Specific actions look at equity on a deeper scale, working to increase tree canopy, healthy food access, complete transportation systems, and decrease financial barriers. Expanding access to services helps create a more connected community.

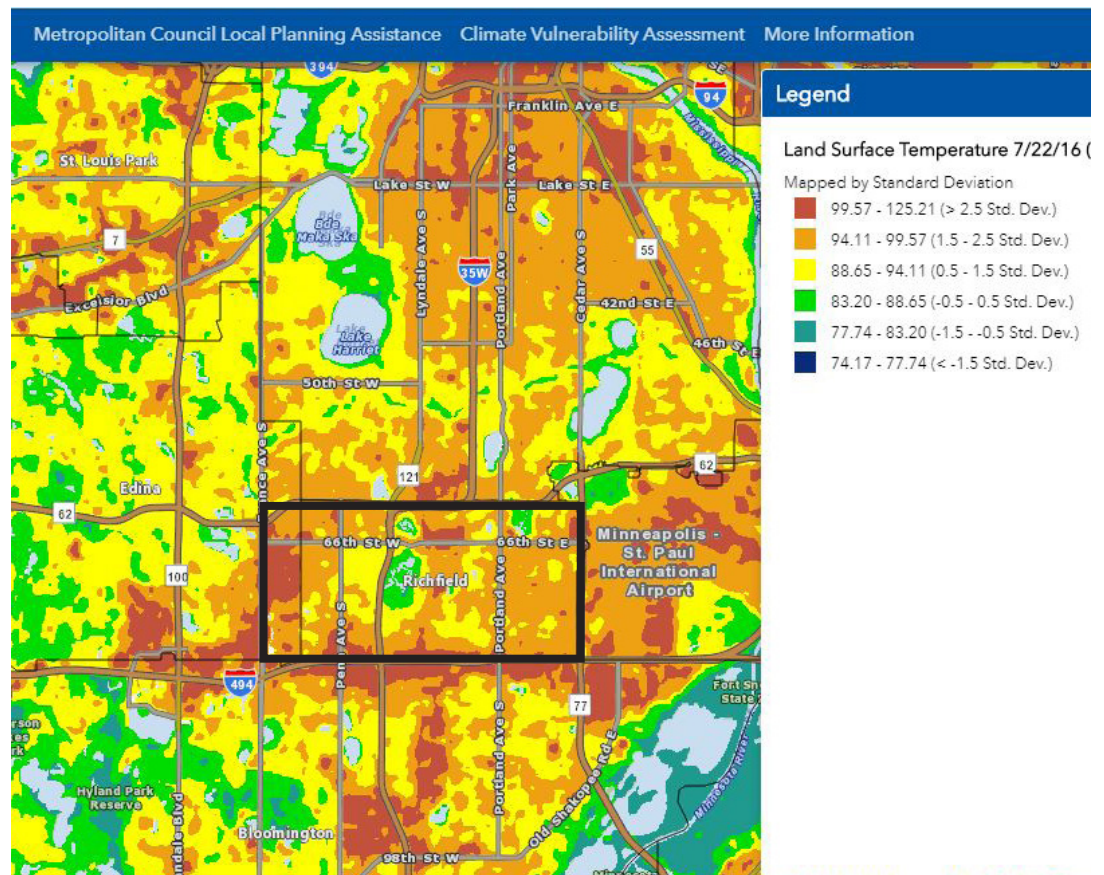


Figure 1: Land Surface temperature. Richfield is indicated by the black outline. (Source: Metropolitan Council Local Planning Assistance)

Climate change will continue to bring many environmental, social, and resource-based stresses to cities like Richfield. These problems could include heat and disease killing the urban tree canopy. Fewer mature trees and more development increases the urban heat island effect, which has already shown that the average temperature in the cities and first-ring suburbs is several degrees warmer than surrounding rural areas (Smoliak et al, 2015). Figure 1 shows the prevalence of warmer temperatures in Richfield, especially compared to surrounding areas.

These warming temperatures lead to a decline in air and water quality as well as a significant increase in health emergencies related to conditions like asthma, COPD, and cardiac arrest. Stresses on bodies of water increase flooding and decrease water quality. Stresses on public health like food supply chain disruptions threaten the well-being of urban populations. Stresses on low income residents and/or those who live in high-risk areas or aging infrastructure affect already marginalized populations, and increase the severity of health-related consequences.

Richfield has shown its commitment to more sustainable actions, especially over the past few years. The City joined GreenStep Cities, a continuous improvement program with hundreds of action steps housed under 29 best practice categories, and is currently working to achieve Level 4 status within the program. More information on Richfield's GreenStep Cities progress can be found by visiting: <https://greenstep.pca.state.mn.us/city-detail/12392>.

Efforts like these adds to the many common municipal practices that have long been the best environmental option. However, Richfield needs a plan going forward that prioritizes a larger scale climate action effort. It is necessary to prepare our community to handle both existing and new conditions that may hinder future daily living, so we can best adapt to these unknown situations.

This climate action work plan details actions to help achieve both short- and long-term goals for the City of Richfield's sustainability efforts. These actions have been influenced by policies outlined in the most recent Comprehensive Plan as well as staff and resident suggestions. There are many actions to undertake and Richfield will only realize the success of its full potential when everyone works together. Together we can prepare Richfield for the future and see the benefits of our efforts now.

This plan will be re-evaluated every year by city staff and the Sustainability Commission to ensure that the goals and actions included are meeting the city's needs. This annual review will also look at the progress being made and next steps including additional resources that might be needed to further achieve these actions.



In 2019, Richfield bought two Plug-in Hybrid Electric Vehicles (PHEVs) to be used in the Engineering and Recreation Departments. Engineering staff only filled up the gas tank 3 times in the first year of driving!

Overarching Climate Action Goals

The City of Richfield has identified the following goals as overarching objectives that encompass numerous possible actions. Some of these efforts will strengthen resources found in Richfield, like greenspace and local food systems, while others focus on resources generated outside of Richfield, including electricity and renewable energy. In addition to responsible consumption and awareness, these climate actions will help reduce the environmental effects and greenhouse gas emissions resulting from current behaviors.

- 1. Develop and Promote Energy Efficiency Efforts** – Understand Richfield’s energy usage and how to reduce it, saving money and helping the environment.
 - a. Energy Initiatives
 - b. Transportation Initiatives
- 2. Promote Renewable Energy Installation and Purchasing** – Reduce reliance on fossil fuel derived energy and educate residents and businesses on installation incentives.
- 3. Encourage Sustainable Design and Building Practices** – Ensure design and construction plans integrate environmental best practices and amenities, making the building’s life-cycle more environmentally efficient.
- 4. Strengthen and Expand Natural Resource Management** – Inventory various natural resources and include the public in restoration and maintenance of trees, parks, and bodies of water.
 - a. Landscaping and Urban Canopy
 - b. Water Quality and Conservation
- 5. Reduce Waste Generated & Promote Responsible Disposal** – Understand how to responsibly dispose of many different goods and materials while promoting a circular, low waste economy.
- 6. Improve Access to Local and Healthy Food** – Increase convenient purchasing opportunities and create more gardening and food production opportunities.

Goal 1: Develop and Promote Energy Efficiency Efforts

Energy Initiatives

Emissions from energy generation and usage account for the second highest sector of emissions globally, only behind transportation. When compared to other inner ring suburbs, Richfield falls below the average of tons of CO₂ emitted from energy consumption (Figure 2). This also correlates with lower energy consumption compared to other inner ring suburbs.

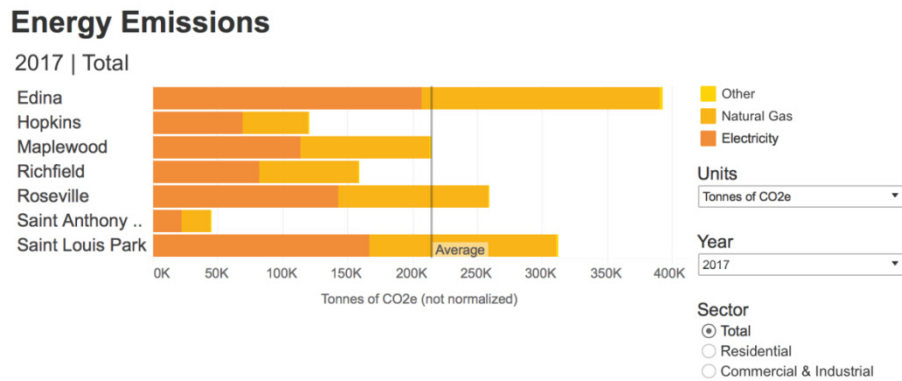


Figure 2: The 2017 Energy Emissions of the Inner Ring Suburbs. (Source: Regional Indicators Initiative)

However, because of Richfield’s specific land use, the lower than average energy usage is drastically driven by residential energy consumption, not by commercial consumption. This is reflected in the residential energy costs shown in Figure 3, which shows that Richfield residents pay a fairly average amount per household has paid per day for energy, despite using less energy than average.

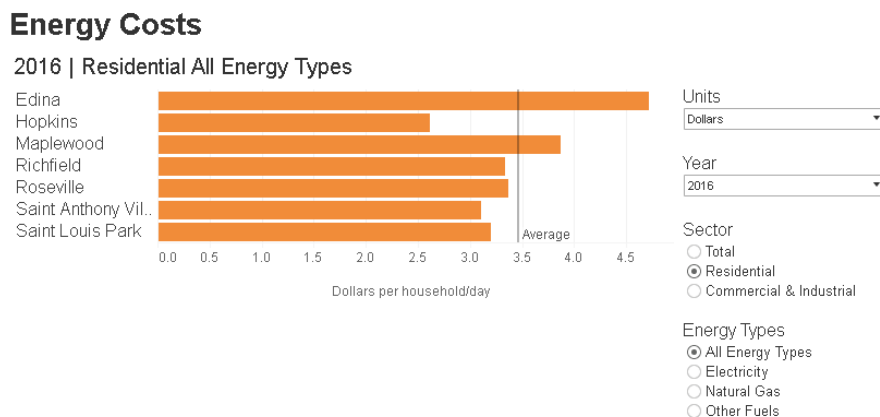


Figure 3: 2016 Energy Costs (dollars per household per day) of the Inner Ring Suburbs. (Source: Regional Indicators Initiative)

These costs add up and based on the condition of one’s home, it can add up quickly. “‘Energy Burden’ is the percentage of household income spent on home energy bills. The nation’s average energy burden is roughly 3.5%, but some Minnesotans spend 20-30% of their income on energy” (CERTs, 2020). This is determined in part by the age or maintenance of HVAC systems and other appliances, the amount of heat loss or retention, and general resource usage. These factors tend to disproportionately affect low-income and marginalized groups without funds for large equipment upgrades or the agency as renters to make these changes.

It is clear that energy efficiency and reduction efforts would benefit both sectors, saving money and conserving resources. Richfield has already undertaken several energy efficiency efforts, especially when it comes to the energy usage of municipal buildings. Both the Public Works building and the Water Plant are outfitted entirely with LED lighting fixtures. The Water Plant has also taken part in an Xcel Energy rebate program to upgrade equipment like high service water pumps and other motor upgrades. Other citywide energy actions include converting all stoplights in the city to LED fixtures as well as participating in Xcel and Center for Energy and Environment’s Home Energy Squad program since 2013.

Objective 1: Share opportunities to decrease energy costs and lower energy usage with residents and business owners

- 1.1** Community stakeholders will write and execute an Energy Action Plan through participating in Partners in Energy. Among other goals, include a focus on residential energy use and efficiency efforts with marginalized populations in the city.
- 1.2** Develop a City webpage that provides information to help residents incorporate energy efficiency practices and technology into their lives. Communicate these strategies through social media, newsletters, and e-notifications.
- 1.3** Encourage commercial and large residential building owners to reduce energy use and increase energy efficiency by retrofitting existing buildings and introducing behavior changes.
- 1.4** Discuss including energy efficiency tips and improvements as part of point of sale inspections or new homeowner materials. Promote utility rebates for energy efficient product upgrades.

Objective 2: Increase the energy efficiency of all municipal buildings and operations

- 2.1** Track municipal energy, natural gas, and water consumption on B3, an energy benchmarking program.
- 2.2** Conduct municipal building audits to find efficiency opportunities (behavior change and technology implementation). Create building-specific improvement plans, optimizing city operations to best conserve energy and save money.
- 2.3** Replace existing Xcel metered high-pressure sodium (HPS) streetlights with LED streetlights.
- 2.4** Develop a program to replace existing Xcel flat rate HPS streetlights with LED streetlights.
- 2.5** Create and maintain a written inventory of LED and HPS light fixtures in municipal facility and park parking lots. Use this information as a guideline for replacing HPS fixtures with LEDs.

Transportation Initiatives

In Minnesota, transportation generates the most greenhouse gas emissions. Although freight transportation contributes to this, individual travel makes up a far greater percentage of Richfield’s transportation emissions (Met Council Greenhouse Gas Inventory, 2018). While there has been progress in promoting and planning for alternative modes of transportation (public transit, biking, walking, rolling, riding scooters or skateboards, etc), the car continues to be the primary mode of transport for many. Additionally, most of those trips have a single occupant, especially commutes.

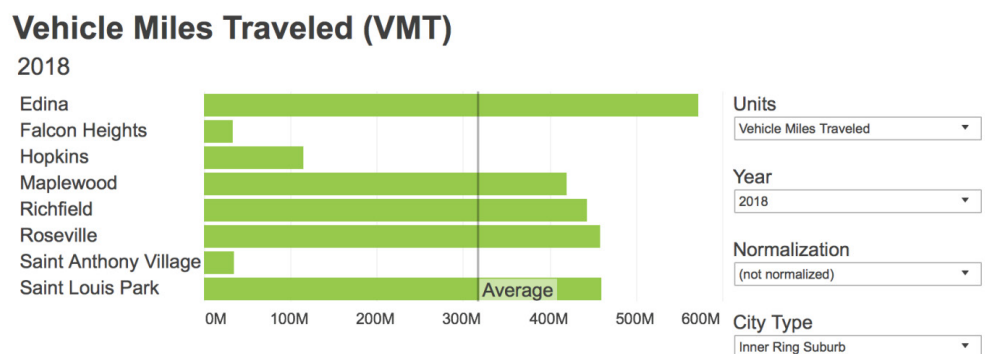


Figure 4: 2018 Vehicle Miles Traveled for the Inner Ring Suburbs. (Source: Regional Indicators Initiative)

Richfield is above average for inner ring suburbs when it comes to vehicle miles traveled (VMT). As shown in Figure 4, the city's statistics do fall in line with many other suburbs. However, when the data is changed to show VMT per household per day, Richfield rises to the top, driving nearly 80 miles every day. According to the 2017 National Household Travel Survey, 35.2% of all vehicle trips were 2 miles and less and 5% of all trips were under ½ of a mile! This is an area where carpooling and increased transit use would be greatly beneficial.

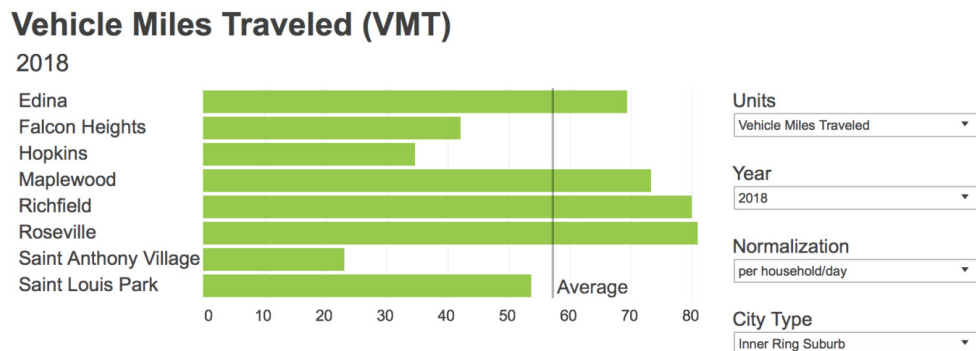


Figure 5: 2018 Vehicle Miles Traveled per household per day for the Inner Ring Suburbs.
(Source: Regional Indicators Initiative)

Richfield's Complete Streets Plan has overseen many transportation infrastructure improvement projects aiming to increase the safety of all people traveling in Richfield. Several pedestrian bridges and underpasses have been constructed to enhance the city's transportation infrastructure. Re-striping and roundabouts have also helped increase overall safety. One exemplary project was the reconstruction of 76th Street. Reduced from four lanes of concrete to two lanes of asphalt, the right of way was used to add bike lanes, sidewalks, multi-purpose trail, and green boulevards with trees on both sides of the roadway. These projects and more all help reduce transportation emissions and other effects on the environment while also promoting positive public health habits.

Objective 3: Reduce city-wide transportation-related emissions and Vehicle Miles Traveled (VMT)

- 3.1** Share education with residents regarding electric and plug-in hybrid electric vehicle (EV/PHEV) incentives, financing, charging infrastructure (public and private), benefits, etc.
- 3.2** Continue evaluating the full municipal fleet for vehicle replacement opportunities
- 3.3** Install charging stations at municipal facilities after integrating more EVs/PHEVs into the fleet.
- 3.4** Encourage fewer individual in-city staff trips and more carpools. Prioritize using EVs/PHEVs for these shorter trips.
- 3.5** Review and amend city policies to encourage employees to adopt a telework/in-office split schedule.
- 3.6** Continue to encourage inclusion of roundabouts into planning and educate the public on the benefits of reducing idling and lowered emissions.

Objective 4: Encourage alternate forms of transportation, promoting a healthier mobility network

- 4.1** Work with partners like Move Minnesota and Commuter Services to promote and incentivize alternative transportation for staff and residents.
- 4.2** Share information about the MPCA's electric bus initiative with local schools.
- 4.3** Develop more opportunities to educate the public on equity in transportation planning.



Goal 2: Promote Renewable Energy Installation and Purchasing

As detailed in the previous goal, energy efficiency and related emissions are a large component of the greenhouse gas emissions reduction challenge. Increasing the amount and production capacity of renewable energy infrastructure helps lower reliance on fossil fuels and reduce emissions from energy production.

Richfield is serviced by Xcel Energy, which has set several goals to increase the percentage of carbon-free energy provided to customers. In 2019, Xcel Energy reached 54% carbon-free energy production in the Upper Midwest. In 2019, wind power alone supplied 15% of the energy Xcel provided (Figure 6).

Implementing different models, like buildings producing their own electricity through solar or geothermal infrastructure, helps build a stronger energy system. Renewable energy generation at individual sites continues to become more financially accessible, strengthening energy production at varying scales.

Many households in Richfield have installed solar panels on their homes or garages. Local businesses like Jaguar Land Rover Richfield generate electricity from rooftop solar arrays as well. Additionally, the City has solar panels on five buildings (the Pool, Ice Arena, Public Works, and two liquor stores). A less expensive way to participate in the generation and consumption of renewable energy is to purchase it through Xcel's Renewable Energy programs, like Windsource and community solar gardens. Over 1,000 households in Richfield currently participate in energy programs like these!

2019 Upper Midwest (Michigan, Minnesota, North Dakota, South Dakota, Wisconsin)

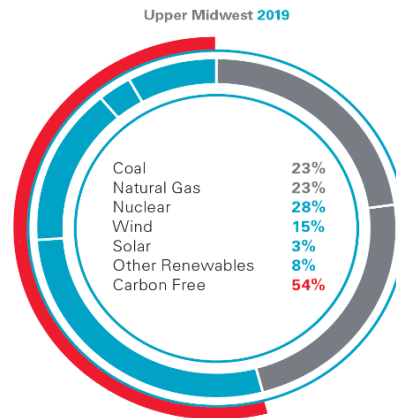


Figure 6: 2019 Breakdown of Energy Production in Xcel's Upper Midwest Service Area. (Source: Xcel Energy Power Generation).

Objective 1: Increase city-wide renewable energy purchase and generation

- 1.1** Promote options for purchasing renewable energy to residents and businesses. Identify affordable opportunities to increase equity throughout Richfield, working with low income communities and with people of color.
- 1.2** Conduct solar feasibility study; identify buildings in the city with the most potential and do targeted outreach. Share grant programs to increase affordability, especially for non-residential sites.
- 1.3** Develop and distribute an educational brochure outlining current financing incentives and the benefits of installing solar.

Objective 2: Increase municipal renewable energy purchasing and infrastructure installation

- 2.1** Continue to research renewable energy infrastructure options for municipal facilities.
 - Identify any other municipal buildings with good solar payback potential.
 - Investigate feasibility of solar thermal hot water systems.
 - Investigate adding renewable infrastructure in all new construction.
- 2.2** Investigate viability of making all park trail lighting solar powered.
- 2.3** After reduction efforts, offset energy use with renewable energy purchasing through Xcel Energy's renewable portfolio options.

Goal 3: Encourage Sustainable Design and Building Practices

Construction and demolition (C&D) waste includes materials from the renovation, demolition, or construction of buildings and transportation infrastructure. In 2019, Minnesota generated an estimated 10.2 million tons of C&D waste, with around 1.4 million tons of that recorded as landfilled (MPCA). This waste stream presents a great opportunity to divert materials for reuse and extend their lifecycle.

With limited space for new construction in Richfield, sustainable design, which looks at the lifespan of a building and plans for emerging technologies is essential. It also takes into account existing natural resources like natural lighting and passive heating to lower a building's energy footprint after construction. All of these practices result in financial and environmental savings over time.



Richfield's partnership with Habitat for Humanity constructs affordable housing units in the city. All of their houses are built to meet Energy Star 3.1 standards.

Richfield residents are implementing sustainable design features into their own home improvement or construction projects. Many residents have installed solar panels, natural landscaping, passive solar design, additional dwelling units, and more. Richfield's Community Development department has several environmentally-oriented grant programs, including the Richfield Rediscovered Lot Sale Program, which includes five sustainable construction categories that builders should include in their design plans.

Objective 1: Develop and streamline municipal permit process

- 1.1** Evaluate projects for sustainable opportunities during Administrative Review Committee (ARC) meetings. For projects with city financial support or regulatory approval, develop an amenity point evaluation system.
- 1.2** Create a guide of financial and planning resources for constructing efficient and sustainable buildings. Share this with builders/developers at ARC meetings.
- 1.3** Encourage builders/developers to seek Energy Star, MN GreenStar, Xcel's Energy Efficient Buildings programs, SB 2030 Energy Standard, or other certifications.
- 1.4** Review the effectiveness of the City's affordable housing permit fee reduction program. Investigate how to improve the program and revise as needed.

Objective 2: Adopt and promote green design strategies

- 2.1** Encourage deconstruction instead of demolition of properties by sharing information about Hennepin County's deconstruction grant program.
- 2.2** Review design and construction standards to help ensure projects reduce stormwater runoff rates, volumes, and nutrient loads, and enhance water quality.
- 2.3** Set lawn design standards to require restoration of soil permeability after construction and include native plants and compost.
- 2.4** Review and reduce parking maximums to better promote alternative modes of transportation. Require bike parking for all multi-unit housing and commercial developments.
- 2.5** Request that a developer submit plans during the design review process on how their development could achieve "solar-ready" and "EV-ready" status.
- 2.6** Require that new municipal buildings be built using the SB 2030 energy standard and/or a green building framework that includes an equity lens.

Goal 4: Strengthen and Expand Natural Resource Management

Landscaping and Urban Canopy Initiatives

Natural resource and greenspace management is very important to maintaining a healthy ecosystem. This is especially true in urban areas where there are many other factors, like a denser population, that could directly or indirectly harm the environment. For example, having a healthy, mature tree canopy fosters good air quality, mitigates the urban heat island effect, reduces energy use through shading, and helps improve water quality.

Richfield's Public Works Department employs several environmentally beneficial maintenance practices. Select areas in almost all of the city's parks feature native grasses and wildflowers and are not regularly mowed. This contributes to improving soil health, erosion control, and reducing emissions from mowing. Chemical use in parks has gradually been reduced over the past 10 years, with staff focused on establishing better turf which requires fewer chemicals. Richfield's parks and streetscape projects have boasted recent efforts to plant and care for increased vegetation, including more trees, bee-friendly medians, designated pollinator garden areas, and newly planted flower beds around several park signs.

Objective 1: Establish land management standards and practices that lower inputs and maximize resilience

- 1.1** Identify areas in parks and commercial spaces that could be restored to natural habitat or non-turf vegetation. Develop a conversion plan.
- 1.2** Increase amount of native species planted to provide pollinators and other wildlife a habitat.
- 1.3** Use compost in landscaping to boost soil health, resilience, and increase water retention.
- 1.4** Increase invasive species removal in public and private areas.
- 1.5** Require more greenspace in streetscape design and construction projects.
- 1.6** Create and implement natural resource management plans for large greenspaces throughout the parks system.

Objective 2: Strengthen Richfield's urban forest

- 2.1** Update the citywide boulevard tree inventory, identifying vulnerable urban tree canopy.
- 2.2** Continue to protect mature legacy trees through regular maintenance, disease prevention, and tree-friendly urban planning and construction. Review tree/landscaping policies for single-family and multi-unit developments; amend as needed to maximize replacement opportunities.
- 2.3** Increase tree canopy percentage; concentrate efforts in low-income and high urban heat areas.
- 2.4** Continue to increase tree species diversity and communicate efforts to the public, especially as pertaining to residential tree selection and climate adaptive forestry.
- 2.5** Maintain Tree City USA status and annual tree planting events including Earth Day celebrations.

Objective 3: Provide education and outreach on protecting natural resources

- 3.1** Educate residents and businesses on planting trees adaptable to climate change.
- 3.2** Revise city code to remove barriers to using native vegetation in landscaping.
- 3.3** Encourage and educate residents and businesses to convert landscapes to diverse, indigenous, and drought tolerant flora, including pollinator gardens. Explain why rain gardens aren't advised in Richfield.
- 3.4** Increase community education on invasive species identification and removal.

Water Quality and Conservation Initiatives

Less than 1% of the planet's water is accessible to be used for household use, agriculture, and other human-related uses (USGS). In fact, most of the fresh surface water people use comes from rivers, but they only make up about 1/10,000th of 1% of Earth's total water supply (USGS)! It's clear that understanding and improving water quality and conservation is essential in using the limited supply that we have.

Richfield's Public Works Department manages water quality and conservation measures. This includes seasonal street sweeping to limit pollutant loading in the City's surface waters. Additionally, the Taft/Legion Lakes treatment system provides regional pollutant load removal and stormwater capacity. All new developments in the City must follow stormwater standards to ensure that extra volume and pollutant loading are both addressed in the planning stage and will not adversely affect the water resources in the area's watershed.

City code restricts when residents are allowed to irrigate their lawns and gardens (not allowed May 1 to September 30 from 11 am to 4 pm) to prevent excess water from being used at times when it is more likely to evaporate than infiltrate into the ground. Public Works has also tracked annual winter salt use to reduce excess chlorides from reaching surface waters. Aside from damage to infrastructure (curbs, streets, pipes, and vehicles), excessive road salt application can be very harmful to aquatic life and have long term impacts to bodies of water.



Public Works Workers Kurt Siebert and Nick Kleve finish some natural landscaping and pollinator garden installation in Monroe Park.

Objective 4: Promote water conservation

- 4.1** Create ranked list education campaign of easy behavior changes that would reduce water use.
- 4.2** Develop in person, print, and online water conservation education for residents and businesses. Make education as accessible as possible with translations.
- 4.3** Provide information to residents on natural landscaping techniques, including low water plants.
- 4.4** Encourage high efficiency systems (with soil moisture sensors or programmable watering areas) in new installations or system replacements.

Objective 5: Improve stormwater management, preserving and enhancing wetlands, streams, lakes, and floodplain areas

- 5.1** Ensure the City's shoreline management ordinance is consistent with state requirements.
- 5.2** Educate residents who want to help restore and revegetate shoreline.
- 5.3** Explore conducting an inventory of pond status and creating improvement plans.
- 5.4** Develop a salt reduction education program for residents, businesses, and other organizations.
- 5.5** Promote citywide Adopt-A-Drain efforts with the goal of having all catch basins adopted.
- 5.6** Audit and re-design stormwater drainage systems to improve litter capture in all parks. Budget for professionally cleaning ponds and removing litter.



Natural landscaping can help prevent shoreline erosion. (Source: MPCA)

Goal 5: Reduce Waste Generated

We use numerous different products in our daily lives, almost all of which come in some sort of non-reusable packaging. Once it's in the trash or recycling, it's usually not thought of again. However, we incinerate or landfill our trash and it quickly adds up. Richfield households produce more waste per day than the inner ring suburb average (Figure 6); in 2018, Richfield generated an estimated 41,692 tons of waste total (Regional Indicators Initiative).

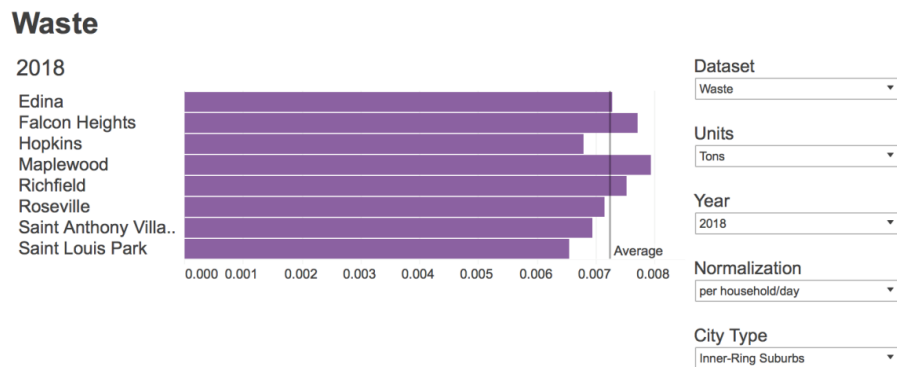


Figure 6: Tons of waste generated per household per day in the Inner Ring Suburbs in 2018. (Source: Regional Indicators Initiative)

Besides the large amount of resources used to create these products and production-related emissions, there are significant emissions associated with disposing of waste. This includes household pick-up and the subsequent transportation as well as the greenhouse gases released from landfilling or incineration. Since Richfield generates more waste than average, it follows that the city has a higher than average emission tonnage as well (Figure 7).

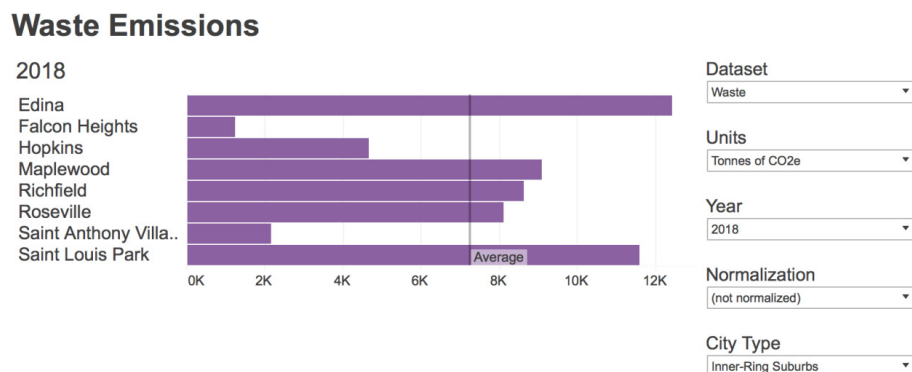
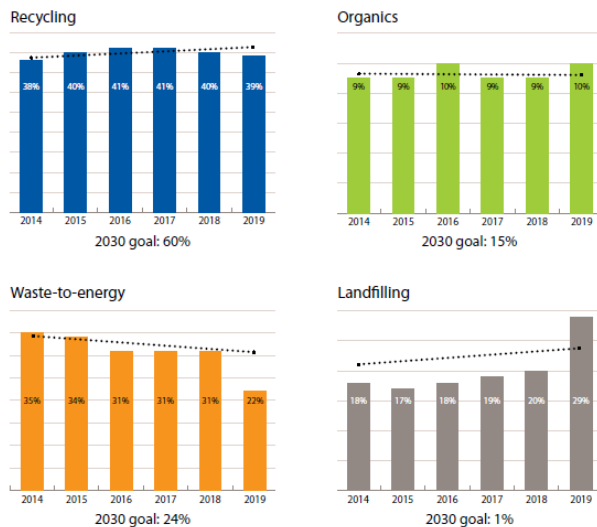


Figure 7: Waste emissions (tons of CO2) associated with waste generated in the Inner Ring Suburbs in 2018. (Source: Regional Indicators Initiative)

There are many ways to reduce the amount of waste one produces. A lot of this has to do with more conscious consumption, but proper disposal is also a factor. Figure 8 shows how different waste management methods in Hennepin County have fluctuated over the years, almost all of them far from their related 2030 goal.

Richfield has implemented several initiatives to reduce the amount of waste thrown away in the City. Over 800 households have signed up for the residential organics drop-off program, which has diverted several dozen tons of compostable material from incinerators and landfills.



The proportion of garbage sent to waste-to-energy facilities and landfills shifted drastically in 2019 after the Great River Energy Elk River Resource Recovery Project closed at the beginning of the year.

Figure 8: Historic breakdown of waste disposal methods compared to county goals. (Source: 2019 Hennepin County Recycling Progress Report)

The city's waste reduction efforts currently focus on municipal building systems and staff education, low waste community events like the Farmers Market, and household behaviors. Several city buildings have started organics collection, with more to be rolled out, including areas at the Ice Arena and Pool. Additional citywide recycling education and events are always being planned and implemented!

Objective 1: Create and share education on how to reduce waste

- 1.1** Share education and incentives to motivate residents and businesses to reduce waste, recycle, and compost. Promote Hennepin County Master Recycler and Composter program and Zero Waste Challenge.
- 1.2** Communicate with residents about events and businesses that promote waste reduction and reuse, such as Fix-it Clinics.
- 1.3** Develop educational materials that illustrate the impacts of waste generation and reduction behaviors and share smarter purchasing tips.
- 1.4** Host a citywide drop-off event to collect materials that cannot be recycled curbside (electronics, household hazardous waste, etc).
- 1.5** Continue to build a robust education and resource page on the city's website.

Objective 2: Emphasize and expand recycling and organics collection efforts

- 2.1** Enforce the state recycling statute and undertake an educational campaign to strengthen recycling in multi-unit housing and businesses.
- 2.2** Organize curbside solid waste, recycling, and organics collection by 2022 to increase accessibility and equity and achieve environmental benefits.
- 2.3** Require that all events held at city facilities (including park shelters) are low or zero waste, following published city guidelines.

Objective 3: Reduce waste generated by municipal staff and operations

- 3.1** Update the Sustainable Purchasing Policy and annually educate relevant staff on best practices
- 3.2** Develop a list of environmentally preferred local vendors and environmentally preferable state cooperative purchasing contracts for city purchases.
- 3.3** Create city operations goals for sustainable material use in projects, solid waste reduction, recycling, and organics recycling. Work with the municipal Green Team to create a friendly department or building competition.
- 3.4** Develop and implement low waste guidelines for all internal staff events to follow.
- 3.5** Improve all waste disposal systems in municipal buildings and with the municipal Green Team, coordinate related education for all staff.

Goal 6: Improve Access to Local and Healthy Food

When it comes to food transportation, the physical distance between farm and table can be pretty long. Additionally, local produce and other food products are usually more expensive than what can be purchased at the bigger retail stores, making local, healthy food not as cost-efficient or accessible for many people. With climate challenges affecting food production around the world, it will be essential to produce more of our own food closer to home. This also promotes responsible land management behaviors which will benefit the environment.

When people are more involved with growing their own food and are more aware of how much labor and resources go into food production, they are less likely to waste it or throw it away (Nova, 2020). This reduces greenhouse gas emissions and also helps build other environmentally conscious habits by developing relationships and connection to the land. For example, if you know how much your plants rely on clean water for growth, you might start thinking about the health of your local water sources and how to reduce contaminants in them. This systems thinking approach is very important when it comes to climate action!

Historically, there have been a variety of organizations working to increase access to local and healthy food in Richfield. The Richfield Farmers Market has operated from May-October for 30 years, with the Winter Market spotlighting more local food vendors. There are several affordable grocery stores in town, and organizations and initiatives like VEAP and Fare For All further increase food access for residents across the city. Residents are allowed to keep bees and chickens per City Code, and there have been a number of community gardens in the City over the years as well.



Objective 1: Increase the amount of healthy food grown by Richfield residents, shortening supply chain length and strengthening the community's resilience

- 1.1** Support the creation and maintenance of pocket community gardens in parks and other areas identified across the city.
 - Educate participants on soil testing for contaminants to ensure health and safety.
 - Establish gardens at schools and connect into curricula.
 - Collaborate on equipment-lending libraries and seed/seedling programs.
- 1.2** Encourage edible landscapes and gardening on various types of properties (homes, businesses, schools, etc). Review and amend code as needed.
- 1.3** Revise ordinances related to the keeping of bees, chickens, and other animals to better support animal health and husbandry best practices.
- 1.4** Encourage the creation of community gardens to fulfill the green space requirement for new developments.



Objective 2: Ensure all residents have nearby access to purchasing and consuming healthy food

- 2.1** Continue to support innovative practices such as mobile food markets and pantries to bring food closer to under-resourced consumers. Develop a multi-lingual comprehensive list of local resources for staff to share with residents.
- 2.2** Explore partnership opportunities to provide education and skill development for families around healthy food selection and preparation.
- 2.3** Promote Community Supported Agriculture programs through existing programs and partnerships
- 2.4** Measure proximity of grocery stores to residential areas, specifically pedestrian access within a half-mile radius of grocery stores. Use this information in program development to focus on increasing equity.



Appendix 1: Implementation Tables

Goal 1: Develop and Promote Energy Efficiency Efforts

Energy Initiatives

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Residential, Commercial	Short-term (2 years)	2020	2.1
1.2	Municipal	Ongoing	2021	2.1
1.3	Commercial	Short-term	2021	2.4
1.4	Municipal, Residential	Short-term	2022	-
2.1	Municipal	Short-term; ongoing	2020	1.1, 1.6, 20.1
2.2	Municipal	Short-term	2022	1.2, 1.3
2.3	Municipal	Short-term	2022	4.2, 4.3, 4.5
2.4	Municipal	Short-term	2022	4.2, 4.3, 4.5
2.5	Municipal	Short-term	2022	4.2, 4.3, 4.5

Transportation Initiatives

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
3.1	Municipal, Residential	Ongoing	2022	-
3.2	Municipal	Ongoing	2021	13.2, 13.3, 13.6
3.3	Municipal	Long-term; ongoing	2023	23.5
3.4	Municipal	Short-term launch; ongoing	2022	13.1
3.5	Municipal	Short-term launch; ongoing	2021	12.5
3.6	Municipal, Residential	Ongoing	2020	11.6
4.1	Municipal, Residential	Ongoing	2021	12.1, 12.2, 12.3, 12.4, 12.6
4.2	Municipal, Education	Short-term	2020	-
4.3	Municipal	Short-term; ongoing	2021	-

Goal 2: Promote Renewable Energy Installation and Purchasing

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Residential, Commercial	Short-term launch; ongoing	2021	26.2a
1.2	Municipal	Short-term	2023	26.2b
1.3	Municipal	Short-term	2023	26.2
2.1	Municipal	Long-term	2023	1.7
2.2	Municipal	Ongoing	2022	4.5
2.3	Municipal	Long-term	2025	15.2

Goal 3: Encourage Sustainable Design and Building Practices

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Commercial	Short-term	2021	3.3
1.2	Municipal, Commercial	Short-term launch; ongoing	2022	2.2
1.3	Municipal, Commercial	Ongoing	2021	-
1.4	Municipal	Ongoing	2022	2.6
2.1	Municipal, Commercial	Short-term; ongoing	2020	22.8
2.2	Municipal, Commercial	Ongoing	2021	17.5
2.3	Municipal, Commercial	Ongoing	2022	16.2
2.4	Municipal, Commercial	Short-term	2021	12.1, 14.1
2.5	Municipal, Commercial	Short-term; ongoing	2021	2.2
2.6	Municipal	Short-term	2021	3.1

Goal 4: Strengthen and Expand Natural Resource Management

Landscaping and Urban Canopy Initiatives

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal	Ongoing	2022	18.5a
1.2	Municipal	Ongoing	2022	18.5a
1.3	Municipal, Residential, Commercial	Short-term; ongoing	2022	15.5, 16.2, 18.5b
1.4	Municipal, Residential	Ongoing	2022	18.8
1.5	Municipal	Ongoing	2021	-
1.6	Municipal	Long-term; ongoing	2024	10.1
2.1	Municipal	Ongoing	2021	-
2.2	Municipal, Commercial	Ongoing	2021	16.2, 16.5
2.3	Municipal	Long-term; ongoing	2022	16.3
2.4	Municipal, Residential	Ongoing	2021	16.6
2.5	Municipal, Residential	Ongoing	2021	16.1
3.1	Municipal, Residential, Commercial	Ongoing	2021	-
3.2	Municipal, Residential, Commercial	Short-term; ongoing	2021	16.5, 17.5
3.3	Municipal, Residential	Ongoing	2022	-
3.4	Municipal, Residential	Ongoing	2022	18.8

Water Quality and Conservation Initiatives:

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
4.1	Municipal, Residential	Short-term	2021	2.5
4.2	Municipal, Residential	Short-term; ongoing	2021	2.5, 20.6
4.3	Municipal, Residential	Ongoing	2021	-
4.4	Municipal	Ongoing	2021	2.5
5.1	Municipal	Short-term	2022	19.4
5.2	Municipal, Residential	Ongoing	2022	19.5
5.3	Municipal	Long-term	2024	19.5
5.4	Municipal, Residential, Commercial, Others	Ongoing	2021	17.6
5.5	Municipal, Residential, Commercial, Others	Ongoing	2021	17.3
5.6	Municipal	Ongoing	2023	-

Goal 5: Reduce Waste Generated

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Residential, Commercial	Ongoing	2021	22.2
1.2	Municipal, Residential	Ongoing	2021	22.2, 22.4
1.3	Municipal, Residential	Short-term	2021	22.2
1.4	Municipal	Short-term	2023	-
1.5	Municipal	Ongoing	2020	22.2
2.1	Municipal, Commercial, Multi-Unit Housing	Long-term	2022	22.6
2.2	Municipal, Residential	Short-term	2020	22.3, 22.5, 22.7
2.3	Municipal	Ongoing	2021	15.7
3.1	Municipal	Short-term launch; ongoing	2021	15.1, 15.4, 15.8
3.2	Municipal	Short-term	2021	15.3
3.3	Municipal	Long-term	2022	15.5, 22.1
3.4	Municipal	Short-term	2021	15.7
3.5	Municipal	Short-term launch; ongoing	2021	22.1

Goal 6: Improve Access to Local and Healthy Food

Action Item	Sector(s) Involved	Project Timeframe	Potential Start Year	GreenStep City Related Action(s)
1.1	Municipal, Residential, Schools	Long-term; ongoing	2022	27.2, 27.3c
1.2	Municipal, Residential, Commercial	Ongoing	2021	-
1.3	Municipal, Residential	Short-term	2021	27.2
1.4	Municipal, Multi-Unit Housing	Ongoing	2023	27.2
2.1	Municipal	Ongoing	2021	27.3
2.2	Municipal, Residential, Community Education	Ongoing	2021	-
2.3	Municipal, Residential	Ongoing	2021	27.3b
2.4	Municipal	Short-term	2021	27.4

Appendix 2: Related 2040 Comprehensive Plan Policies

Adopted in 2018, Richfield's 2040 Comprehensive Plan helps the city set goals and policies that improve land use, transportation, pedestrian and bicycle facilities, parks, utilities, and public facilities. Many of these policies tie into the objectives that this climate action work plan highlights as well. The two documents are inherently connected as they both work to improve the municipal services Richfield currently offers while ensuring the overall sustainability of the future of the City.

General Policies

- "Encourage the use of alternative energy sources and sustainable building practices."
- "Encourage protection of the environment in the day-to-day conduct of City business."
- "Explore opportunities for policy change related to pollinator habitat protection, local food production and entrepreneurship, the promotion of healthy food retail, and waste reduction."

Goal 1 (Develop and Promote Energy Efficiency Efforts) Policies

- "Reduce pollutants through public transit, car-pooling, traffic control, use of berms and trees, and stronger enforcement of pollution policies"
- "Incorporate landscaping and aesthetics in all transportation improvements."
- "Make fuel efficiency and alternative fuels a high priority when purchasing vehicles for use by the city."

Goal 2 (Promote Renewable Energy Installation and Purchasing) Policy

- "Install solar panels or similar energy sources on public buildings and encourage owners of businesses and private property owners to do the same"

Goal 3 (Encourage Sustainable Design and Building Practices) Policy

- "Encourage sustainable building practices"

Appendix 3: Resources Used

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Richfield Residential Solid Waste Goals: 2021-2025

MAYOR

MARIA REGAN

GONZALEZ

Historically, the Minnesota Pollution Control Agency has adopted waste diversion goals for the Twin Cities metro area, with Hennepin County adopting the same benchmarks. Richfield continues to work to support and reach these goals, while also recognizing the need for Richfield-specific solid waste objectives.

CITY COUNCIL

SEAN HAYFORD OLEARY

MARY SUPPLE

SIMON TRAUTMANN

BEN WHALEN

The City of Richfield is proposing specific solid waste management targets for the community to work towards over the next several years. These efforts are strongly tied to goals in the City's Climate Action Plan and other city sustainability initiatives. These goals will help strengthen and structure Richfield's waste reduction and sustainability efforts, benefiting the environment and the community.

Working together and setting future goals, not only for the next four years, is one of the best tools to ensure Richfield stays on track with environmental initiatives.

CITY MANAGER

KATIE RODRIGUEZ

Targets:

- 25-40% of households receiving a cart and participating in curbside organics
- 30% of households choosing Every Other Week trash service and/or weekly 35 gallon trash
- After the first year of an organized collection program, calculate the percentage breakdown for residential solid waste generation (tons of trash, recycling, organics).
 - Compare trash and recycling generation to previous years, as data is available.
- Decrease the total tonnage of solid waste generated, while lowering the percentage of trash generated and increasing that of recycling and organics.
- Offer quarterly educational opportunities around solid waste, recycling, organics, and reduction/re-use topics. Annually engage at least 300 residents through in-person and virtual workshops as well as broader educational campaigns.
 - Solicit feedback after educational opportunities to quantify and better understand the impact.

Contract for Residential Solid Waste Collection
Services between the City of Richfield and Licensed
Residential Haulers serving Richfield

*Revisions as of 5/25/21; this contract is not yet
finalized.*

Contract for Residential Solid Waste Collection Services between the City of Richfield and Licensed Residential Haulers serving Richfield

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Exhibits

- Exhibit 1: List of the Participating Licensed Residential Haulers
- Exhibit 2: Residential Solid Waste Collection Services Contract Prices for:
- (2a) Trash, Recyclables, Organics, Yard Waste, Holiday Tree Collection Services, Cart Exchanges, Extra Collections, and Late Set Out Collection Services
 - (2b) Bulky Waste Items and Electronic Waste Items
 - (2c) Other Services: One Time Cart Switch-Outs
- Exhibit 3: Recycling Commodity Adjustment Offset Formula
- Exhibit 4: Hauling Districts
- Exhibit 5: Collection Zones
- Exhibit 6: Cart Roll-Out Plan

This Contract is made and entered into this ____ day of _____, 2021, by and between the City of Richfield, a municipal corporation (“City”) and the participating licensed residential Haulers in Richfield (referred to individually as a “Hauler” and collectively as the “Haulers”).

RECITALS

WHEREAS, the City, pursuant to Minnesota Statutes, Section 115A.94, desires to establish an organized solid waste collection program for its residents; and

WHEREAS, the residential solid waste collectors licensed to do business in the City, identified in Exhibit 1, are able to provide services for such a program; and

WHEREAS, the City and the Haulers have agreed to the conditions, terms, rates, provisions, and considerations under which the Haulers shall perform such solid waste collection and disposal services as herein set out;

NOW, THEREFORE the City and the Haulers agree as follows:

Definitions and Abbreviations

The following terms, whenever used in these specifications, shall have the meanings set forth in this Section unless otherwise limited or expanded.

Additional Collection Service Options

These are collection services above the Base Level of collection services, and may include but are not limited to:

- Overflow Trash;
- Yard Waste;
- Bulky Waste;
- Electronic Waste;
- Organics;
- Walk-up Service for Residential Dwelling Units (RDUs) not eligible for courtesy service
- Late Set-Out Fee Pickup;
- Cart Size change fee (2nd or more per calendar year per RDU);
- Extra Cart delivery; and
- Extra Collections of Trash, Recyclables, Bulky Waste and Electronic Waste

Each of these Additional Collection Service Options will be provided at an additional charge billed to the RDU. All Additional Collection Service Options are optional except for the Organics charge.

Base Level Solid Waste Services

The Trash and Recyclable Collection and Disposal Services common to all RDUs. This includes collection of one (1) Trash Cart, with disposal of Solid Waste as directed by the City, and Recyclable Collection Services. Services are paid for by the RDU to their assigned Hauler.

Bulky Waste	Large items from RDUs that should not be put into Carts including but not limited to: stoves, refrigerators, water heaters, washing machines, bicycles, lawn mowers, lawn chairs, furniture, mattresses, and other such materials detailed in Exhibit 2b.
Carts	The wheeled and lidded Trash, Recyclables, Organics, and/or Yard Waste containers in which materials can be stored and later rolled-out for Curbside Collection on the designated collection day.
City	The City of Richfield, a home rule charter city organized under the laws of the State of Minnesota.
Collection Hours	The time period during which collection of Solid Waste, including Recyclables, is authorized by the City. Until amended otherwise, the Collection Hours for RDUs shall be 7:00 a.m. to 10:00 p.m. for each Hauling District.
Collection Vehicle	Any vehicle licensed and inspected as required by the state and county and approved by the City for Solid Waste collection within the corporate boundaries of the City.
Collection Zone	The area served by an individual hauling company within a specified Hauling District boundary, as shown in Exhibit 5.
Composting Facility	Facility licensed to process Yard Waste and/or source separated Organics in conformance with state and local regulations.
Compostable Bags	Bags that meet ASTM Standard Certification for Compostable Plastics (D6400) within a composting operation as required by Minnesota Statutes, Section 115A.931(c) and Minnesota Statutes, Section 325E.046. Acceptable bags include paper lawn and leaf bags, paper grocery store bags, and certified Compostable Bags.
Contract	This Contract for Residential Solid Waste Collection Services, as amended from time to time. The executed Contract, and any amendments or exhibits, as signed by both parties form the legally binding Contract between the City and the Haulers.
Curbside	That portion of right-of-way adjacent to paved or traveled City roadways. "Curbside" as used in this Contract shall include alleys.
Curbside Collection	The collection of all Residential Solid Waste, including Trash, Recyclables, Yard Waste, Organics, Bulky Waste, Electronic Waste,

and other Additional Collection Service Options.

Educational Tag	A written document attached to a Cart by a Hauler to inform an RDU of a specific policy or protocol related to the Services.
Electronic Waste	Has the same meaning of “covered electronic device” prescribed by Minnesota Statutes, Section 115A.1310, Subdivision 7.
Field Route Audits	Annual counts of all eligible RDUs served by the Solid Waste collection routes.
Hauler	A residentially licensed entity collecting solid waste in Richfield. All Haulers participating in organized collection are listed in Exhibit 1.
Hauling District	The geographic area within the City that designates the day of the week for collection of Trash, Recyclables, Yard Waste and Organics as shown in Exhibit 4
Hennepin County	Hennepin County, Minnesota, a political subdivision.
HERC	Hennepin County Energy Recovery Center. A waste-to-energy facility located in Minneapolis that burns garbage to generate energy.
Holiday(s)	There are six (6) major Holidays observed each year: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and/or Christmas Day.
Household Hazardous Waste	Has the meaning prescribed by Minnesota Statutes, Section 115A.96, Subdivision 1(b).
Late Set Out Collection	RDUs will be required to set out Carts no later than 7:00 A.M. on their Hauling District’s collection day. RDUs that do not have Carts set out timely or properly (according to Cart set out guidelines shared with RDUs) will be subject to a Late Set Out Collection fee, as outlined in Exhibit 2.
Materials Recovery Facility (MRF)	A recycling facility for receiving, storing, sorting, processing and transfer of Recyclables to end markets or other intermediate processors.
Missed Collection	The failure of a Hauler to provide collection service to an RDU within the City during collection hours on the scheduled day of collection provided that the Cart is set out timely and properly by

the RDU and Residential Solid Waste Collection Services have not been otherwise excused pursuant to this Contract.

Mixed Municipal Solid Waste (MMSW)

Has the meaning prescribed by Minnesota Statutes, 115A.03, Subdivision 21.

See "Trash".

Organics Collection

A City-wide program for collection of Organics from each participating RDU.

Organized Collection

A system for collecting Solid Waste in which a single Hauler (or an organization of Haulers) is authorized to collect from a defined geographic service area pursuant to Minnesota Statutes, Section 115A.94.

Overflow Trash

Extra Trash that is either set out next to the Trash Cart or if the Trash Cart lid is propped open more than 6 inches by excess Trash.

Proposal

A complete and properly signed proposal to provide goods, commodities, labor and/or services for the prices stated and submitted in accordance with the Organized Collection Process under Minnesota Statutes, Section 115A.94.

Recyclable Materials or Recyclables

The current list of household Recyclables as established by the City. The list of Recyclables includes, but may not be limited to:

- Newspapers (including advertising inserts);
- Household office paper & mail (including copy paper and computer paper, greeting cards, school papers);
- Phone books, magazines & catalogues;
- Boxboard (including cereal, cake, chip, and cracker boxes);
- Corrugated cardboard;
- Food and beverage glass jars and bottles;
- Aluminum cans and foil (including pie tins and trays);
- Steel bimetal ("tin") cans;
- All rigid plastic containers (including lids and caps, non-bottle tubs, cups, clam shells); and
- Aseptic juice cartons and milk cartons.

Other Recyclable Materials may be added or removed in the future by mutual Contract of the City and Haulers.

Recyclables Collection

The collection of all recyclable materials set out by eligible RDUs

into specially identified Recycling Carts. Recyclables Collection shall also include transporting the Recyclables to a MRF for processing Recyclables and marketing them for reuse and/or remanufacture.

Residential Solid Waste All Solid Waste from eligible RDUs which normally results from the operation of a household including, but not limited to: all Mixed Municipal Solid Waste (Trash), Recyclables, Organics, Yard Waste, Bulky Waste, and Electronic Waste. Residential Solid Waste does not include Hazardous Waste or Unacceptable Materials as defined herein.

Residential Dwelling Unit (RDU) Any dwelling unit in a one-, two-, or three-unit building within the City occupied by a person or group of persons, and other dwellings expressly agreed upon in writing by the City and the Haulers within the corporate limits of the City that are eligible for Services under this Contract. Notwithstanding the foregoing, any of the previously described dwellings that are a part of an association that receives a single bill directly from a Hauler shall not be considered an RDU and, therefore, shall not be eligible for Services or other benefits of this Contract identified and intended for eligible RDUs.

Residential Solid Waste Collection All applicable tasks designated under this Contract. Tasks include, without limitation: the purchase and distribution of all applicable Carts as specified for aggregation of Trash, Recyclables, Organics, and/or Yard Waste for use by eligible RDU's; the collection of all Solid Waste from eligible RDUs which normally results from the operation of a household including, but not limited to: all Mixed Municipal Solid Waste (Trash), Recyclables, Yard Waste, Bulky Waste, and Electronic Waste. Tasks also include reporting, other administration, customer service and public education responsibilities specified in this Contract.

Services See "Residential Solid Waste Collection Services".

Single-stream Recycling The recycling system whereby an RDU sets out Recyclables in a Recyclables Cart to be collected by a Hauler, with the Recyclables later processed and sorted at a Materials Recovery Facility.

Solid Waste Has the meaning prescribed in Minnesota Statutes, Section 116.06, Subdivision 22.

Source-separated organic material (SSOM) Has the meaning given under Minnesota Administrative Rules, Section 7035.0300, Subpart 105a. The term source-separated organic material does not include Yard Waste for purposes of this

Contract. (Also identified as “Organics” in this Contract.)

Subcontractor

A legal entity that has a subcontract with a Hauler Member to provide some portion of the work or Services specified in the Contract.

Subscription Services

Optional collection services that are ordered by the RDU and paid directly to the Hauler. Subscription Services are in addition to the Base Services. Current examples of Subscription Services include (but shall not be limited to) Yard Waste collection, Bulky Waste collection, and additional Trash Carts.

See also “Additional Collection Service Options”

Tipping Fee

The fee charged by the Trash Disposal Facility for the processing of Trash.

Trash

See “Mixed Municipal Solid Waste”.

Trash Disposal Facility

The facility(s) where Trash collected under this Contract is deposited. The Trash deposited at the facility(s) must be managed in accordance with applicable Minnesota State laws and Hennepin County Ordinances, including restriction on disposal.

Unacceptable Materials

Prohibited items from any of the specific waste streams that are not allowed because they may contaminate the specific waste stream, cause an unsafe handling/management situation, or otherwise may harm the environment, as defined by applicable laws, regulations, or agreed upon by the City and Haulers.

Vacant RDU

An unoccupied RDU that has been identified as vacant by the City for which notice has been provided to the Hauler of that vacancy.

Walk-up Collection

The collection of Trash, Recyclables, Organics, and/or Yard Waste Carts from a point close to the RDU in lieu of Curbside Collection.

Yard Waste

Has the meaning prescribed by Minnesota Statutes, Section 115A.03, Subdivision 36. Yard Waste does not include Organics.

Yard Waste Collection

The pick-up and transportation of Yard Waste accumulated in a Yard Waste Cart, and/or in a Compostable Bag or bundle in accordance with City guidelines.

1 Effective Date and Term of Contract

The Effective Date of this Contract shall be October 4, 2021. The initial term of the Contract is seven (7) years beginning on the Effective Date and ending on October 4, 2028. The City and Haulers reserve the right to renew or extend the Contract beyond the initial term, if both parties agree in writing to the renewal or extension. The City will notify the Haulers no later than October 4, 2027 of its desire to either renew or terminate the Contract.

The right of the City to offer a renewal or extension of the Contract shall not be considered to imply any obligation by the City to renew or extend the Contract.

2 Scope of Services

In consideration of the mutual obligations as set forth in this Contract, the Haulers agree to provide the Services as set forth below.

2.1 Residential Solid Waste Collection

- 2.1.1 Each Hauler will be responsible for providing all Services associated with Residential Solid Waste Collection to all RDUs including, but not limited to, Cart delivery, all solid waste collection, disposal, reporting, customer service, and other Contract administration responsibilities. Each Hauler will provide all materials, equipment, labor, supervision, and other activities necessary to perform such work.
- 2.1.2 Each Hauler will acquaint itself, and be responsible to comply, with all pertinent Richfield City Code sections and federal, state, and county laws, statutes, regulations, ordinances, and policies related to its performance under this Contract.
- 2.1.3 It shall be each Hauler's sole responsibility to comply with all road weight and bridge restrictions. Within one business day, each Hauler shall inform the City of any notices or citations for exceeding such restrictions. The City retains the right to inspect and/or weigh the individual Hauler Collection Vehicles at any time.
- 2.1.4 Each Hauler will be responsible to make its own examination, investigation and research regarding the proper method of providing the Services and all conditions affecting the work to be done. These conditions include (but are not limited to): street layout, Hauling District boundaries, City boundaries, eligible RDUs, and locations of other non-RDU properties (e.g., multifamily dwellings served by commercial Haulers). Those structures which are not eligible for City services shall not be collected under this Contract unless they have been approved for collection service by the City. The City may inspect the Services performed and each Hauler's facilities for compliance with the Contract documents. The Hauler shall furnish all reasonable assistance required by the Inspectors for the proper inspection of the work. Such inspection shall not relieve the Hauler from any obligation to perform the work strictly in accordance with the Contract.

- 2.1.5 The City reserves the right to improve any street, which may prevent the Hauler from using its accustomed route or routes for collection. The City's Sustainability Specialist or another designee of the City will notify the Haulers prior to each construction season of any known areas of potential conflict and possible alternate routes or solutions. The Haulers must contact Hennepin County, or other applicable authority, prior to each construction season to determine areas of potential conflict and possible alternate routes or solution. No additional compensation will be made for any conflict related to street improvements or construction. The Haulers shall provide thirty (30) days written notice of any proposed route and/or schedule changes for approval by the City.
- 2.1.6 In providing the Services identified herein, each Hauler shall be obligated to protect all public and private utilities and property. If such a utility or property are damaged by reason of a Hauler's negligent operations, negligent act or omission, or willful misconduct, the responsible Hauler must repair or replace such utility or property, at no charge to the owner of the utility or property, within forty-eight (48) hours with a utility or property of better or equivalent value at the time of the damage. If repairs or replacement cannot reasonably be made within forty-eight (48) hours, the Hauler will make arrangements with the property owner within forty-eight (48) hours as to when such repair will be made. If a Hauler fails to repair or replace a damaged utility or property under this Section, the City may, but shall not be obligated to, repair or replace such damaged utility or property. The City shall invoice the responsible Hauler for any repair and replacement charges or employ an alternative method of requiring payment such as, but not limited to, deducting the amount from the next assessment roll for delinquent charges.
- 2.1.7 The work to be performed does not include any increased volume of Residential Solid Waste or similar material resulting from a tornado, flood, ice storm, snowstorm, natural disaster, act of God, or other Force Majeure event over which the Haulers have no control. In these situations, the Haulers and the City shall negotiate a separate Contract to provide these services. The City shall have the right to utilize other contractors for such services without additional or further obligation to the Haulers.
- 2.1.8 Haulers will not be required to, or suffer penalty for failure to perform a scheduled pickup, when prevented from doing so as the result of an undue accumulation of snow, ice, and/or other catastrophic conditions, including but not limited to natural disasters, fires, and acts of God.

In such circumstances, each Hauler shall notify the City via email as soon as possible but no later than the end of the service day of the Hauler's inability to provide scheduled collection and the estimated time to reestablish regular routes and schedules for the Services ("Recovery Plan") as soon after the event as possible. Each Hauler shall make every effort to respond to conditions described under this Section in a consistent manner. Each Hauler shall be required to follow the recovery plans submitted to the City, unless another

condition described under this Section creates additional delay, in which case the Hauler shall submit a revised recovery plan.

Each Hauler shall communicate by the end of the service day of the reason for non-collection to the RDU (whether by education tag, email, or telephone unless such methods are impractical in which case notification by website or otherwise is acceptable). Each Hauler shall, to the best of their abilities, communicate their recovery plans to the RDUs they service. The City will also share this information via social media and potential other methods. If a Hauler fails to submit a recovery plan, it is subject to liquidated damages per Section 14.

- 2.1.9 Existing contracts with individual RDUs shall be terminated as of the official date that Residential Solid Waste Services begin pursuant to this Contract. RDUs may pay their current Hauler on a pro-rated basis for service up through October 4, 2021. Each RDU shall only pay for services received and will be reimbursed for services not yet received by their individual Hauler, provided that the Hauler is not owed unpaid balances under the existing contract.
- 2.1.10 Haulers are permitted to co-collect, commingle, and transport Trash, Recyclables, Organics, or Yard Waste generated from locations or customers outside of City limits or from non-eligible RDUs with materials collected under this Contract. Each waste stream can only be commingled with the same waste stream (i.e. Recyclables only with Recyclables). Each Hauler will be responsible for reporting the weight of materials collected under this Contract as detailed in Section 3.1.1 of this Contract.

2.2 Information Required for Implementation

- 2.2.1 The Haulers will provide the City with a final list of all eligible RDUs currently serviced by each Hauler within thirty (30) days of the Effective Date of the Contract. The list shall be provided in an electronic Microsoft Excel format with the following information:
 - Name
 - Service Address
 - Billing Address (if different than service address)
 - Trash Cart Size (small, medium, large)
 - Extra Trash Cart (if applicable)
 - Recycling Cart Size (small, medium, large)
 - Extra Recycling Cart (if applicable)
 - Yard Waste subscription (if applicable) and Cart size
 - Organics subscription (if applicable)
- 2.2.2 At least sixty (60) days prior to the start of Collection Services, each Hauler will provide the City with a breakdown of the RDUs to be serviced by each Hauler.
- 2.2.3 Haulers will propose a draft collection zone map with the final Contract proposal for review and comment by the City. The zone creation process will ensure a fair and equitable distribution of accounts that meet the market share requirements

of Minnesota Statutes, Section 115A.94, subdivision 4d. The City retains final right of approval for the collection zones.

- 2.2.4 The Haulers shall submit initial proposed route maps to the City for review sixty (60) days prior to the start of Collection Services. These route maps must show the proposed details for each Collection Vehicle route including: start point (i.e., first collection for the day), and stop point (i.e., last collection for the day). Haulers shall make reasonable efforts to minimize changes in routing patterns utilized in the City. Haulers are responsible for incorporating standard industry safety practices such as optimizing right hand turns, limiting Collection Vehicle traffic on residential streets, and reducing backing of the Collection Vehicle.

These routes, once approved by the City, shall be followed by the Haulers. Once the initial route maps have been approved by the City, the Haulers shall submit any proposed route changes to City at least one (1) month prior to implementing any change(s). Current route maps shall be provided to the City upon request.

2.3 Collection Equipment and Other Assets

- 2.3.1 When collecting residential Trash, each Hauler shall use Collection Vehicles. The Collection Vehicle shall then transport the residential Trash to the Trash Disposal Facility.
- 2.3.2 All Collection Vehicles shall not leak excessive amounts of liquids from the Trash, Recyclables, Organics, or Yard Waste.
- 2.3.3 The number of Collection Vehicles furnished by each Hauler shall be sufficient for the collection of all residential Trash, Recyclables, Yard Waste, Organics, and Bulky Wastes within Hauling Districts and Collection Zones.
- 2.3.4 All collection equipment shall be kept in a clean and sanitary condition in order to maintain the appearance of the vehicle, eliminate or control insect infestation, and to control odor.
- 2.3.5 The bodies of the Collection Vehicles shall have the individual Hauler's name painted and easily readable under normal conditions.
- 2.3.6 The collection equipment shall be maintained in good working order. All Collection Vehicles shall be equipped to meet all federal, state, county, and city laws, statutes, regulations, ordinances, and policies concerning vehicles used on City streets and alleys and maintained to meet these standards.
- 2.3.7 All vehicles shall be equipped with safety equipment as required by any federal, state, county, and city laws, statutes, regulations, ordinances, and policies.

2.4 Individual Hauler Employees

- 2.4.1 All employees hired by an individual Hauler shall be competent and skilled in the performance of the work to which they may be assigned. All drivers of Collection Vehicles shall have passed all background checks required by law. No Hauler employees shall pose a threat to the safety of the residents of the City.

- 2.4.2 The employees shall not use loud or profane language or vulgar or derogatory hand signals, and shall be courteous to all persons at all times and perform their work as quietly and quickly as possible.
- 2.4.3 No scavenging of Solid Waste of any type or form will be permitted by Hauler employees. The City shall not knowingly allow the scavenging of Recyclables, and cannot divert or withdraw any Recyclables or materials from Carts unless mutually agreed upon.
- 2.4.4 The employees and/or vehicles will remain on public access roads and shall not drive over private property unless requested by property owners in mutual Contract with the Hauler. Any damage caused to private property will be the responsibility of the Hauler.
- 2.4.5 Failure or delay in the performance of duties described herein due to an individual Hauler's inability to obtain employees of the number and skill required shall constitute a material default of the Contract as described in Section 12.

2.5 Hours and Days of Operation

Collection of any Residential Solid Waste shall not start before 7:00 a.m. or continue after 10:00 p.m., Monday through Friday or a Saturday immediately following an observed Holiday.

2.6 City-Established Collection Days

The collection days shall be as designated by the City within the following Hauling Districts:

- Monday: East City limit to 12th Avenue S
- Tuesday: 12th Avenue S to Nicollet Avenue S
- Wednesday: Nicollet Avenue S to 35W
- Thursday: 35W to Penn Avenue S
- Friday: Penn Avenue S to West City Limit

See Exhibit 4 for a map of these Hauling Districts.

2.7 Holidays

When a collection day falls on a Holiday, Services will be delayed by one (1) day. For example if Christmas Day is on a Monday, the Monday Hauling District's regular collection services will be Tuesday. Tuesday's Hauling District's collection services will be delayed until Wednesday, and so on and so forth. Friday services will occur on Saturday unless a Holiday falls on a Saturday or Sunday in which case Services will not be delayed.

2.8 Extended Leave and Suspended Collections (or "Snow Bird" Policy)

RDUs giving their Hauler a minimum of one (1) week's advance notice that they will not require services for at least four (4) consecutive weeks because of an extended leave will be given a credit on their next bill. The credit will be calculated using a pro-rata

weekly cost based on the total monthly collection charges, including all disposal fees, taxes, and other charges, as outlined per the executed Contract. Services will resume on the RDU's regularly scheduled collection day, provided that the Hauler is given at least five (5) business days' notice. An RDU may obtain an extended leave credit only when the RDU is unoccupied and for no longer than six months total in any one-year period; however, these restrictions do not apply to a deployed military service member (provided that there are no other residents at said RDU) or a Vacant RDU. It is not a legitimate absence for an RDU to apply for Suspended Collection as a means to avoid required Trash Collection service under this Contract. An RDU may not suspend collection under this provision in order to share services with another RDU.

2.9 Cart Ownership, Management, Handling, and Specifications

- 2.9.1 All Carts will be purchased, owned, managed, assembled, repaired, maintained, and inventoried by the Haulers. Each Hauler shall also be responsible for all Cart deliveries to eligible RDUs, including those who currently do not have Services and those who are not approved to "opt out" of Services.
- 2.9.2 Prior to the start and implementation of Services under the Contract, all Carts relocated to a different RDU must be washed, clean of all debris and not have odor, as determined by the City to be a nuisance, before being delivered to RDUs. Carts not relocated to a different RDU but that have a nuisance odor as determined by the City must also be washed and cleaned of all debris.
- 2.9.3 All Carts shall be guaranteed by each Hauler to be in sound, working order at the time of delivery to the RDU. The City prefers Haulers use standardized Carts.
- 2.9.4 The Cart Implementation and Roll-Out Plan is incorporated as part of this Contract as Exhibit 6. Haulers will document Cart delivery either through a method that has been approved by the City.
- 2.9.5 All Carts (including Trash, Recyclables, Organics, and Yard Waste Carts) shall be readily distinguished from each other. This includes having a lid of a different color, a Cart of a different color, or a distinct labeling system. If the Carts are not readily distinguishable, in the sole discretion of the City, the City may require a Hauler to modify the lid, color, or labeling system of one or more Carts so that they are readily distinguishable. Carts for RDUs electing every other week Trash service shall be easily distinguished from "small" Carts for RDUs electing weekly Trash service.
- 2.9.6 Haulers will charge the City a one-time Cart switch out fee for each RDU that requires a change in the provider of Solid Waste Services as part of the start of the new Organized Collection system. The Hauler will invoice the City for each eligible RDU the amount indicated in Exhibit 2 along with documentation of the address. The City will pay the Hauler as per the Price Schedule in Exhibit 2c for the one-time Cart switch out service.
- 2.9.7 Haulers are responsible for regular Cart maintenance. Haulers will not invoice or receive payment from the City for the costs associated with ongoing Cart maintenance or reasonable wear and tear, which includes but is not limited to:

- Cracks due to normal handling or weather conditions;
- Part malfunctions; and
- Squirrel and rodent damage.

Damage beyond normal wear and tear is the responsibility of the RDU. This includes but is not limited to:

- Abuse or misuse (e.g. fires, ashes);
- Total destruction of Cart (e.g. hit by car);
- Stolen or lost Cart; and
- Graffiti.

When the RDU is responsible for the damage, the Hauler shall submit documentation of such damage. The Hauler will invoice and receive payment from the RDU for the amount specified in Exhibit 2a for Cart Replacement.

2.9.8 Haulers shall have no liability and it shall not be a breach of this Contract if Haulers fail to provide Residential Collection Services as a result of an RDU's failure to properly set out its Carts. Haulers shall notify an RDU of improper Cart placement or materials improperly set out for Collection by placing an Educational Tag on the Cart.

2.9.9 RDUs may change their Cart sizes one (1) time per calendar year at no cost to the RDU. Trash, Recycling, and/or Yard Waste Cart sizes must be changed at the same time in order for an RDU to change more than one cart size under this complimentary option. New occupants of an RDU may request Cart size changes and/or Cart repair within thirty (30) days of move-in at no cost to the RDU even if a Cart has been exchanged at the RDU prior to the move-in date. Any additional Cart exchange requests will be charged at the rate listed on Exhibit 2a, with the charge listed on the next quarterly invoice. The RDU must contact the Hauler to schedule a Cart size exchange; any exchange shall occur within 7 days of the request.

2.9.10 Carts shall be returned by the Hauler to their original location in an upright position with lids closed after the Cart is emptied.

2.10 Spills

Haulers shall immediately remove and dispose of any oil or fluid spills, including but not limited to vehicle fuel, coolant, hydraulic fluid, brake fluid, or scattered materials or load contents. Haulers must comply with all applicable federal, state, county, and city laws, statutes, regulations, ordinances, and policies regarding removing and disposing of oil and fluid spills and scattered materials or load contents. Subject to such laws, statutes, regulations, ordinances, and policies, if a Hauler or its Subcontractors' vehicles leak any oils, fluids, scattered materials, or load contents, the responsible Hauler must remove and dispose of the oil or fluid spill or scattered materials or load contents by 12:00 p.m. one business day after its receipt of written or oral notification by the City (email is acceptable), the City may arrange such removal and disposal to be done itself or by another contractor and deduct the costs from the Hauler's next payment.

2.11 Trash Collection Services

- 2.11.1 Residential Solid Waste shall be collected from all eligible RDUs within the City during the term of the Contract, except Vacant RDUs approved by the City and RDUs that have suspended collection.
- 2.11.2 All RDUs receiving Services must be provided the Base Level Solid Waste Services which shall consist of one (1) Trash Cart to be collected on a weekly basis, by default. All RDUs in the City that set out Trash shall be required to use the Hauler's Trash Carts.
- 2.11.3 The Contract specifies four levels of Residential Trash Collection Services:
- "Small" Trash Cart (about 35 gallons), serviced every other week;
 - "Small" Trash Cart (about 35 gallons), serviced weekly;
 - "Medium" Trash Cart (about 65 gallons); or
 - "Large" Trash Cart (about 95 gallons).
- 2.11.4 The City will publish guidelines for eligible RDUs with instructions on how to store and properly set out Trash. Residents are required to place their Residential Trash in the Hauler's Trash Carts with the lid closed or open no more than six (6) inches. RDUs will be required to set out Trash no later than 7:00 A.M. on their Hauling District's collection day. RDUs that do not have Trash Carts set out timely or properly according to guidelines shared with RDUs, and request a later pickup will be charged a Late Set Out Collection Fee as outlined in Exhibit 2, provided that the RDU has been notified of the fee and approves in advance.
- 2.11.5 "Walk-up" Collection of Trash Carts without additional charge may be allowed for eligible RDUs who apply and receive written City approval. The Hauler will be notified of any eligible RDUs and begin walk-up collection service on the next scheduled collection day for the RDU. Each RDU shall clear a path for their Hauler to access and return carts. The Hauler shall notify the City of any alleged abuses of "Walk-up" Collection which the City will investigate. Haulers will provide "Walk-up" collection for convenience reasons for an additional fee.
- 2.11.6 RDUs may set out extra Overflow Trash for an extra fee if they do not fit into the RDU's Trash Cart with the lid open less than six (6) inches. Any materials or bags that do not fit into the Trash Cart will be considered Overflow Trash, and charged accordingly. Items left next to a Trash Cart but not bagged will be considered Bulky Waste and be billed accordingly. Photo documentation should be taken of excess material if possible.
- If overflow trash is regularly put out for collection, the Hauler and RDU will discuss upgrading the Trash Cart size or adding an additional Cart.
- 2.11.7 Trash Tipping Fees shall be paid by the Hauler and are included in the Trash disposal charge per RDU paid to the Hauler, as separately identified on Exhibit 2, and are calculated based on the current contracted Hauler rate as established by Hennepin County.

- 2.11.8 Trash shall be loaded and transported in such a manner as to be as inoffensive to the public as possible. All reasonable precautions shall be taken to prevent the spilling or scattering of Trash while loading or in transit.
- 2.11.9 Each Hauler shall not knowingly collect any Household Hazardous Waste from eligible RDUs, and shall refuse to pick up such Household Hazardous Waste. Each Hauler shall notify the RDU of any improper disposal of Household Hazardous Waste via written or verbal notification. Notwithstanding anything in this Contract to the contrary, title to and liability for Household Hazardous Waste shall remain with the RDU at all times. Nothing herein shall impose any obligation upon the Hauler, its members or its subcontractors to search the contents of any Cart, or other item(s) being collected, to determine if there is any Household Hazardous Waste contained therein.
- 2.11.10 All Trash collected under this Contract shall be transported, weighed, and disposed of at a Trash Disposal Facility. Each Hauler shall weigh each Trash Collection Vehicle on certified truck scales before and after unloading at the Trash Disposal Facility. The primary Trash Disposal Facility shall either be HERC or the Brooklyn Park Transfer Station. Each Hauler may use an alternate facility only when the HERC or Brooklyn Park Transfer Station is not operable. Each Hauler will inform the City of their respective alternate facility before the first day of collection under this Contract. Each Hauler must receive prior written approval from the City to transport materials to an alternate facility or transfer station that isn't HERC, BPTS, or their pre-approved third facility. Haulers will communicate with HERC staff to discuss specifics on what communication, approval, and documentation is needed for proper disposal.
- 2.11.11 Extra Collection of Trash shall be provided as an Additional Collection Option outside of the RDU's regular collection day. The RDU must contact their Hauler to schedule an Extra Collection of Trash not less than twenty-four (24) hours prior to the requested collection. Extra Collection of Trash will be only offered during normal business hours, Monday through Friday. The amount of trash collected under the Extra Collection of Trash rate listed in Exhibit 2a is limited to the RDU's current service level for trash. Any additional Trash or Bulky Waste collected are subject to Trash Overflow service fees, as listed in Exhibit 2a and/or Bulky Waste collection fees, as listed in Exhibit 2b.
- 2.11.12 Late Set Out Collection of Trash shall be provided upon request from an RDU. If the RDU contacts the Hauler by noon the day of its collection, the Hauler will attempt to return that day. If the Hauler has already finished collecting in the City that day, the Late Set Out Collection will be collected the following business day. In all other circumstances, the RDU must contact the Hauler not more than twenty-four (24) hours after scheduled collection to request Late Set Out Collection. If Late Set Out Collection requirements are not met, the RDU may request an Extra Collection of Trash as set forth in 2.11.11. Late Set Out Collection will only be offered during regular business hours, Monday through Friday. If the Late Set Out Collection option is abused by certain RDUs, the City and the Hauler agree to review the matter and negotiate a solution in good faith.

2.12 Recyclables Collection Services

- 2.12.1 Each Hauler shall provide single-stream Recyclables Collection service for all eligible RDUs. All RDUs receiving Services must be provided the Base Level Solid Waste Services which shall consist of one (1) Recyclables Cart to be collected on a biweekly basis.
- 2.12.2 Recyclables shall be collected in Hauler-provided Recyclables Carts on the same day of the week as Trash, per the schedule specified by the Hauling Districts. Recyclables collection shall occur in the same location (i.e., at “Curbside”) and in a similar manner as Trash collection.
- 2.12.3 After consultation with the Haulers, the City shall designate the specific week for Recyclables collection in the City.
- 2.12.4 After the initial Cart distribution, for which RDUs will submit their Cart size preference, a 65- or 95-gallon Cart will be the standard size provided to each RDU. A 35 gallon Cart shall be provided to RDUs upon their request. Additional Recyclables Carts shall be provided to RDUs upon their request at no additional charge to the RDU or the City.
- 2.12.5 “Walk-up” Collection of Recyclables without additional charge will be allowed for eligible RDUs who apply and receive written City approval. Haulers will be notified of any approved “Walk-up” Collection RDUs. Each RDU shall clear a path for their Hauler to access and return carts. Haulers shall notify the City of any alleged abuses of “Walk-up” Collection of Recyclables which the City will investigate. Haulers will provide “Walk-up” collection for convenience reasons for an additional fee.
- 2.12.6 All Recyclable Materials placed for collection shall remain the responsibility and in the ownership of the RDU until picked up by the Hauler, at which time title of the Recyclables shall pass to the respective Hauler. Haulers may subcontract Recyclables Collection services to another Hauler.
- 2.12.7 Recyclable Carts containing Unacceptable Materials, viewed on an onboard camera, shall be tagged by the Hauler. If contamination is visible before the Cart is emptied, it shall not be emptied, and shall be tagged as well. Photo documentation should be taken if possible.
- 2.12.8 The City requires that all collected Recyclables must be delivered to a Materials Recovery Facility (MRF) in a manner acceptable to the City. Each Hauler shall notify the City of its selected MRF(s). No Hauler shall change their MRF(s) without notifying the City.
- 2.12.9 The City will publish guidelines for eligible RDUs with instructions on how to store and properly set out Recyclables. RDUs are required to place their Residential Recyclables in the Hauler’s Recyclables Carts with the lid closed or open no more than 6 inches. RDUs will be required to set out Recyclables no later than 7:00 A.M. on their collection day. RDUs that do not have Recyclable Carts set out timely or properly according to guidelines shared with RDUs, and

request a later pickup will be charged a Late Set Out Collection Fee as outlined in Exhibit 2.

- 2.12.10 Extra Recyclables that do not fit into the Cart must be put into regular paper bags for collection. If overflow recycling is regularly put out for collection, the Hauler and RDU will discuss upgrading the Recyclables Cart size or adding an additional Cart.
- 2.12.11 Recyclables collected under this Contract shall be weighed on certified truck scales. Each Hauler agrees to provide the City with a monthly total of Recyclables collected under this Contract.
- 2.12.12 Extra Collection of Recyclables shall be provided as an additional Service outside of the RDU's regular collection day. The RDU must contact the Hauler to schedule an Extra Collection of Recyclables not less than twenty-four (24) hours prior to the requested collection. Extra Collection of Recyclables will be only offered during normal business hours, Monday through Friday.
- 2.12.13 Late Set Out Collection of Recyclables shall be provided upon request from an RDU. If the RDU contacts the Hauler by noon the day of its collection, the Hauler will attempt to return that day. If the Hauler has already finished collecting in the City that day, the Late Set Out Collection will be collected the following business day. In all other circumstances, the RDU must contact the Hauler not more than twenty-four (24) hours after scheduled collection to request Late Set Out Collection. If Late Set Out Collection requirements are not met, the RDU may request an Extra Collection of Recyclables. Late Set Out Collection will only be offered during regular business hours, Monday through Friday. If the Late Set Out Collection option is over-utilized or abused by certain RDUs, the City and the Hauler agree to review the matter and negotiate a solution in good faith.

2.13 Yard Waste Collection and Holiday Tree Collection Services

- 2.13.1 Each Hauler shall provide separate Yard Waste Collection from April 15th through November 30th, weather and Composting Facility permitting, for RDUs that subscribe (either for a full season or pay-per-bag). RDUs shall contact their Hauler to sign up for Yard Waste Collection or Holiday Tree Collection. Yard Waste Collection and Holiday Tree Collection are Additional Collection Service Options for RDUs and shall be provided for the fees indicated in Exhibit 2a. When first initiated, an RDU shall be billed the additional fee(s) on the next quarterly invoice.
- 2.13.2 Each Hauler shall provide the option for Yard Waste Collection to eligible RDUs. Eligible RDUs must prepare Yard Waste for collection in Compostable Bags, Hauler-provided Carts, or both. The City will publish guidelines for eligible RDUs with instructions on how to store and properly set out Yard Waste. RDUs will be required to set out Yard Waste no later than 7:00 A.M. on their collection day. RDUs that do not have Yard Waste set out timely or properly according to guidelines shared with RDUs, and request a later pickup will be charged a Late Set Out Collection Fee as outlined in Exhibit 2.

- 2.13.3 If a RDU does not subscribe to a full season of Yard Waste Collection, Yard Waste Collection can be purchased through a “pay per bag” option by the RDU contacting their Hauler. Haulers shall provide a “pay-per-bag” option to RDUs. This cost will be added to the next quarterly invoice following each request for service.
- 2.13.4 The minimum Cart size for Yard Waste Carts is a 65- or 95- gallon Cart. If no Cart size is identified by the RDU who has requested a Cart, the Hauler shall provide the RDU with a 95-gallon Cart. The Hauler shall collect extra Yard Waste placed either in an additional Yard Waste Cart or Compostable Bags, or both, from participating RDUs. One (1) additional Yard Waste Cart per RDU shall be provided to the RDU at no extra cost if said Cart is delivered at the same time as the initial Cart. If a second or third Yard Waste Cart is delivered after the initial Yard Waste Cart is delivered, the RDU will be charged for the extra Carts.
- 2.13.5 Haulers shall collect a maximum of twenty (20) Compostable Bags per RDU per collection week. Additional bags set out by an RDU in excess of twenty (20) bags per collection week shall not be collected and an Educational Tag explaining why the excess bags were not collected shall be left on the bags.
- 2.13.6 Haulers may advertise to RDUs that each Hauler will provide additional Curbside Yard Waste Collection services. Any such advertising must be approved by the City prior to finalization (e.g., printing, electronic distribution, etc.).
- 2.13.7 Yard Waste collected from RDUs shall be disposed of at a yard waste transfer or Composting Facility(s) that is in conformance with all federal, state, county, and city laws, statutes, regulations, ordinances, and policies. Each Hauler shall notify the City of the disposal location(s) and provide a monthly report to the City of Yard Waste tonnage collected under this Contract.
- 2.13.8 “Walk-up” Yard Waste Collection will be provided at no additional charge to each eligible RDU that applies and receives written City approval. “Walk-up” Yard Waste Collection will be provided for Yard Waste placed only in the Yard Waste Carts. Overflow and/or Compostable Bags will not be accepted. The City will notify the applicable Hauler of each eligible RDU for “Walk-up” Yard Waste Collection. Each RDU shall clear a path for their Hauler to access and return carts. The Hauler shall notify the City of any alleged abuses of “Walk-up” Collection, which the City will investigate. Haulers will provide “Walk-up” collection of Yard Waste Carts for convenience reasons for an additional fee.
- 2.13.9 Holiday Tree Collection will occur every year for two full service weeks, commencing on the first Monday after the New Year’s holiday or the observed New Year’s holiday. RDUs shall contact their Hauler to schedule Holiday Tree Collection. The fee for Holiday Tree Collection shall be billed on the next quarterly invoice after being scheduled. The tree will be collected on the RDU’s regular collection day. Only natural, unpainted trees will be collected. Proper set out of tree for each RDU includes: no bags (plastic or compostable) and removal of decorations such as wires, stands, ornaments, and tinsel from the tree. The RDU must set out the tree before 7:00 a.m. on regular collection day. Haulers shall collect and dispose of trees as Yard Waste.

- 2.13.10 Extra Collection of Yard Waste shall be provided as an Additional Collection Service Option outside of the regular collection day. The RDU must contact the Hauler a minimum of twenty-four (24) hours prior to the requested collection. Extra Collection of Yard Waste will only be offered during normal business hours, Monday through Friday.
- 2.13.11 Late Set Out Collection of Yard Waste shall be provided upon request from the RDU. If the RDU contacts the Hauler by noon the day of its collection, the Hauler will attempt to return that day to collect Yard Waste. If the Hauler has already finished collecting in the City that day, the Late Set Out Collection will be collected the following business day. In all other circumstances, the RDU must contact the Hauler not more than twenty-four (24) hours after scheduled collection to request Late Set Out Collection. If Late Set Out Collection requirements are not met, the RDU may request an Extra Collection of Yard Waste as set forth in 2.13.10. Late Set Out Collection will only be offered during normal business hours, Monday through Friday. In the event the Late Set Out Collection option is over-utilized or abused by certain RDUs, the City and the Hauler agree to review the matter and negotiate a solution in good faith.
- 2.13.12 RDUs no longer wishing to participate in the Yard Waste Collection program must cancel their Yard Waste Subscription Service with the Hauler before their first regularly scheduled Yard Waste Collection day. RDUs who cancel after their first regularly scheduled service day will be subject to full season of Yard Waste Subscription Service.
- 2.13.13 Haulers will provide Yard Waste collection through November 30th, 2021 to existing RDUs who pre-paid arranged for collection for the 2021 Yard Waste season through their previous contracts. During the Cart Roll-Out Plan, as identified in Exhibit 6, RDUs shall have Yard Waste Cart(s) delivered if needed, according to by their assigned Hauler under Organized Collection. There shall be no disruption to Yard Waste Collection during this process. RDUs will not be credited or re-billed for the remainder of the 2021 Yard Waste Season.

2.14 Bulky Waste and Electronic Waste Collection Services

- 2.14.1 Bulky Waste and Electronic Waste Collection services shall be provided to RDUs as an Additional Collection Service Option on a subscription basis. Each Hauler shall provide all collection, processing and marketing or disposal services related to Bulky Waste and Electronic Waste items. Haulers will pick up items on a weekly basis or as needed.
- 2.14.2 Haulers may bill RDUs for Bulky Waste and Electronic Waste Collection separately from the quarterly bills. Payment by credit card can be taken at the time that services are requested, either by phone or online. Haulers may also send out physical bills and not collect payment at the time of scheduling.
- 2.14.3 The City reserves the right to publicize and/or distribute the Bulky Waste and Electronic Waste collection price schedules to RDUs and otherwise inform the public of Bulky Waste collection alternatives.

- 2.14.4 Haulers may, with City approval, license and contract with additional contractors to provide Bulky Waste and Electronic Waste collection services. Bulky Waste and Electronic Waste Collection from eligible RDUs shall not be exclusive to the Haulers. The City retains the right to license and contract with additional contractors to provide Bulky Waste and Electronic Waste collection services for City-coordinated disposal events.
- 2.14.5 The City will publish guidelines for eligible RDUs with instructions on how to properly set out Bulky Waste and Electronic Waste for Collection. If an RDU sets out additional materials that were not communicated to a Hauler or pre-paid for (if applicable), the Hauler will not be required to pick up said additional materials. The Hauler may, but is not required, to communicate with the RDU at that time and set up collection for extra materials at that time. Haulers shall not be required to collect Bulky Waste that does not meet published guidelines, but is required to leave an Education Tag or otherwise communicate to the RDU to explain the reason why the item was not collected.
- 2.14.6 Late Set Out Collection of Bulky Waste and Electronic Waste shall be provided upon request from the RDU. If the RDU contacts the Hauler by noon the day of Late Set Out, the Hauler will attempt to return that day if drivers with appropriate trucks are still operating in the city. If the Hauler is no longer operating in the City that day, the RDU must reschedule the requested collection. Late Set Out Collection will only be offered during normal business hours, Monday through Friday. If Late Set Out Collection requirements are not met, the RDU may request Extra Collection of Bulky Waste and Electronic Waste as set forth in Section 2.14.5. In the event the Late Set Out Collection option is over-utilized or abused by certain RDUs, the City and the Hauler agree to review the matter and negotiate a solution in good faith.

2.15 Organics Collection Services

- 2.15.1 All RDUs will pay the same Organics rate whether or not they participate in Organics Collection. The rate charged to all RDUs for Organics Collection is included in Exhibit 2a. There shall be no additional charge to RDUs who opt-in and receive a Cart. The pricing for organics participation will follow a tiered structure based on the percentage of households in the organized solid waste collection program that opt-in to receive a Cart.
- 2.15.2 Organics shall be collected in Hauler-provided Organics Carts on the same day of the week as Trash, per the schedule specified by the Hauling Districts. Organics collection shall occur in the same location (i.e. at "Curbside") and similar manner as Trash collection.
- 2.15.3 The method of collection for Organics will be with a separate Organics Cart, in which organic materials, except for pizza boxes and egg Cartons, will be bagged in BPI certified compostable bags. All organic materials placed for collection shall remain the responsibility and in the ownership of the RDU until picked up by the

- Hauler, at which time title of the organic materials shall pass to the respective Hauler. Haulers may subcontract Organics Collection services to another Hauler.
- 2.15.4 Accepted organic materials for this program will be determined by Hennepin County's accepted organics materials list as referenced in Ordinance 13.
- 2.15.5 The default Cart size shall be approximately 35 gallons. A 65-gallon Cart will be available if requested by the RDU, but must be approved by the City and Hauler before being delivered.
- 2.15.6 Initial pricing is to be determined based on the existing Hennepin County Subsidized disposal/composting rate of \$25/ton (for 2021). Haulers may utilize any facility offering the Hennepin County Subsidized Rate without an additional approval process. Any increases to the Hennepin County Subsidized rate can be passed on to RDUs. A Hauler may be granted approval by the City to deliver organics to an alternate composting/organics management facility. Increased prices charged by the alternate facilities shall not be passed on to RDUs, provided the Hennepin County Subsidized Rate continues to be lower.

Disposal of organics collected from Richfield is not authorized unless the Hauler has received permission from the Commissioner of the MPCA as outlined in Minnesota Statutes, Section 115A.95. If disposal of organics takes place, the Hauler must notify the City in writing within five (5) days of receiving approval.

- 2.15.7 The City will publish guidelines for RDUs with instructions on how to store and properly set out Organics. RDUs are required to place their Organics in the Hauler's Organics Carts with the lid fully closed. RDUs will be required to set out Organics no later than 7:00 A.M. on their collection day. RDUs that do not have Organics Carts set out timely or properly according to guidelines shared with RDUs, and request a later pickup, will be charged a Late Set Out Collection fee as outlined in Exhibit 2.
- 2.15.8 "Walk-up" Collection of Organics Carts without additional charge may be allowed for eligible RDUs who apply and receive written City approval. The Hauler will be notified of any eligible RDUs and begin "Walk-up" Collection on the next scheduled collection day for the RDU. Each RDU shall clear a path for their Hauler to access and return carts. The Hauler shall notify the City of any alleged abuses of "Walk-up" Collection, which the City will investigate. Haulers will provide "Walk-up" Collection for convenience reasons for an additional fee.
- 2.15.9 Extra Collection of Organics shall be provided as an additional Service outside of the RDU's regular collection day. The RDU must contact the Hauler to schedule an Extra Collection of Organics not less than twenty-four (24) hours prior to the requested collection. Extra Collection of Organics will be only offered during normal business hours, Monday through Friday.
- 2.15.10 Late Set Out Collection of Organics shall be provided upon request from an RDU. If the RDU contacts the Hauler by noon the day of its collection, the Hauler will attempt to return that day. In all other circumstances, the Hauler will return not more than twenty-four (24) hours after scheduled collection. If Late Set Out Collection requirements are not met, the RDU may request an Extra Collection of

Materials as set forth in Section 2.15.8. Late Set Out Collection will only be offered during regular business hours, Monday through Friday. If the Late Set Out Collection option is over-utilized or abused by certain RDUs, the City and the Hauler agree to review the matter and negotiate a solution in good faith.

- 2.15.11 If an RDU requests a new Cart due to odor or being dirty, they will be charged a Cart delivery fee.
- 2.15.12 Organics shall not be commingled with any other waste stream at any point in the collection process. If a load of Organics is rejected and has been commingled with another city's organics, the City will not be held responsible for contamination and/or disposal fees.
- 2.15.13 If Organics are commingled with Organics from other cities, the Hauler is responsible for accurately determining to the best of their ability the tonnage of Richfield's Organics. Haulers shall share their measurement methods with the City or work with the City to determine an acceptable way to determine accurate tonnage.
- 2.15.14 Haulers are permitted to service the Carts in their preferred manner (automated, semi-automated, etc.). However, if a load of Organics is rejected, and the respective Hauler has chosen to not manually check the Carts before emptying them, then the City will not be held responsible for contamination and/or disposal fees. Regardless of the circumstances, if a load is rejected and landfilled, the Hauler will inform the City of the alternate disposal within three (3) days.
- 2.15.15 If there is visible contamination, the Cart will not be emptied and an educational tag will be left. If contamination is noted while a Cart is being emptied, the driver will leave an educational tag. Organics contamination/tags and relevant RDU information should be communicated via email to the City's Sustainability Specialist or another designee of the City within the next three (3) days so the City can work to educate the RDU. If tagging for the same offense occurs more than three (3) times, a Cart can be removed. A system for replacement after further education from the City will be developed.
- 2.15.16 All parties agree to negotiate in good faith to determine parameters and procedure for quarterly cart contamination checks. This mutually agreed upon system will focus on selected routes or a specific portion of a route, depending on the number of RDUs picked up. All parties will collaborate on identifying the RDUs and/or routes with Carts to be checked.
- 2.15.17 All parties agree to negotiate in good faith to determine the details of the Organics Collection program phased outreach and roll-out. This Contract will be amended accordingly when the details are finalized. Details shall be finalized at least two months in advance of the commencement date for this program.

2.16 Special Event Collections

Trash and Recyclables Collections for other special events held on City property or sponsored in whole or in part by the City shall be contracted separately from this Contract.

2.17 Collections from City Buildings and Parks

Trash and Recyclables Collection services at the City owned and operated buildings and parks shall be contracted separately from this Contract.

2.18 Public Education

Haulers will collaborate with the City on communication, education, and outreach to RDUs to facilitate a smooth transition to organized collection. General public education responsibilities will be shared between the City and the Haulers as specified below.

2.18.1 The City will provide the following public education services:

- Educate RDUs on the general rules and requirements for disposal, including winter weather protocol and set out times and locations.
- Use social media channels to communicate timely service information and clarify RDU obligations.
- Adopt an annual public education work plan after consultation with the Haulers.
- Approve education components prior to sending or posting by Haulers.
- Promote educational learning sessions in Richfield.
- Partner with Hennepin County for public education assistance and funding.
- Maintain a City website page dedicated to Solid Waste Collection Services.
- Printing of all education pieces with the exception of the items specifically designated to the Haulers (i.e. educational tags).
- Design educational tags to be used by the Haulers to notify the RDU of items incorrectly prepared or placed for collections.

2.18.2 The Haulers will provide the following public education services:

- Haulers will be invoiced based on their market share for the printing and distribution costs of a Welcome Letter (prepared with the City) sent to each RDU prior to the start of the Organized Solid Waste Program.
- Haulers will be invoiced based on their market share for the mailing costs of an annual Solid Waste Services guide prepared with the City and County.
- Each Hauler agrees to maintain a link to the City of Richfield Solid Waste Collection Services website on their Richfield specific webpage.
- Printing and distribution of City-designed tags, as needed, to notify RDUs of items incorrectly prepared or placed for collection.
- The Haulers shall provide additional public education services as agreed to by both the City and Haulers.

2.19 Customer Service and Communication

- 2.19.1 Haulers will accept and respond to all communications with RDUs regarding Services.
- 2.19.2 The City shall educate RDUs that the first point of contact with respect to any service inquiry by an RDU shall be the responsible Hauler. To the greatest extent possible, Haulers shall attempt to resolve customer service issues directly between the RDU and the Hauler.
- 2.19.3 Each Hauler shall identify a contact person, their phone number and email address, listed in Exhibit 1, to receive all initial contact from the City regarding issues with residents, reporting, etc. This contact person shall be located within Minnesota.
- 2.19.4 The City requires responsive and friendly customer service at all times, including interactions with residents by employees on the collection route, interactions on the phone, emails, web sites, and in all other forms of communication. Haulers shall work to provide customer service in Spanish if requested by an RDU.
- 2.19.5 Each Hauler shall establish and maintain a customer service office for accepting and responding to complaints and customer telephone calls. The office shall be in service, at a minimum, during the hours of 8:00 a.m. until 5:00 p.m. Central Time on all days except Saturday, Sunday, and Holidays. Each Hauler's Customer Service Office shall have adequate staffing capacity during normal business hours so callers do not experience extensive hold times (defined as five (5) minutes or more). Notice of a service request shall be deemed received by the Hauler at the time a voicemail is left by the requesting RDU, and the voicemail shall be returned within one business day.
- 2.19.6 In the case of alleged Missed Collections, the Hauler shall investigate, and if such allegations are verified, the Hauler shall then collect the materials no later than 4 p.m. the next business day after being notified of the Missed Collection. Haulers will work to collect the materials the day of notification if drivers are still operating in the City at the time that they are notified.

Haulers will use best efforts to collect all Friday Missed Collections on Friday. If a Friday Missed Collection cannot be collected on Friday, the Hauler will arrange for the Friday Missed Collection to be collected on the next business day. Missed Collections will be collected by either the Hauler directly or by a designated Subcontractor.

- 2.19.7 Upon notification of a Missed Collection from the City or RDU, the Hauler can investigate to verify the claim. The response time to service a Missed Collection shall be based on the initial report by the City or RDU to the Hauler of the Missed Collection, and not on the time the Hauler provides verification of the miss. Verification must include "Route-based" evidence entered in the field at time of collection in front of Customer address that the container was not out for collection when the Hauler provided service. If this verification is provided to the City, it is not deemed a Missed Collection, but a Late Set Out, and the Hauler

shall follow the procedure established in 2.11.12. "Route-based" evidence can be either a paper copy of an actual route sheet, GPS route report or route software report that illustrates the date of collection and the time of the attempted collection.

- 2.19.8 Each Hauler will make every effort to complete its entire collection on the scheduled collection day; however, there may be situations in which a Hauler determines that it will be unable to complete its collection route. Notwithstanding catastrophic conditions as set forth in 2.1.7, 2.1.8, and 13.8, if a Hauler determines before noon that it cannot complete that day's collection route, the Hauler will use best efforts to arrange for the collection of the materials on the same day by another Hauler or a designated Subcontractor. If this arrangement is not successful, Liquidated Damages under Section 14 may apply. If a Hauler determines after noon that it cannot complete that day's collection routes, the Hauler shall be required to service such locations by the end of the following day. The Hauler shall also notify the City as soon as possible within that same day of any instance where routes were unable to be completed. A Hauler may be penalized for failure to notify the City, in accordance with 14.1.

3 Hauler Reporting Requirements

3.1 Reporting Requirements

Data and reports requested in this section shall be emailed directly to the City's Sustainability Specialist or another designee of the City. Apart from the specified timelines below, Haulers shall provide additional reports or data when requested by the City.

3.1.1 Monthly Reporting

The following reports are due by the tenth (10th) day of each month, or the following business day if the tenth (10th) day is a weekend or holiday, from each Hauler:

- 1) An electronic report (i.e., in a Microsoft Excel spreadsheet) of the following total monthly collection weights or counts. Numbers need to be accurate, not estimated, unless the estimation process has been accepted by the City.
 - Trash (tons);
 - Recyclables (tons);
 - Yard Waste (tons or cubic yards);
 - Organics (tons);
 - Appliances (units);
 - Bulky Waste (units);
 - Electronic Waste (units);
 - Recycling set-out rate
 - Organics set-out rate

- 2) An electronic report (i.e., in a Microsoft Excel spreadsheet) of all “verified” Missed Collections from reports received by Hauler, and other complaints, which includes the following: the nature of the report or complaint; customer name, address, and phone number of the RDU (if relevant); the date and time received; the Hauler’s response; and the date and time of the response.

3.1.2 Annual Reporting

A list of all RDUs serviced by each Hauler shall be maintained and updated by the Hauler in an electronic format (i.e., in a Microsoft Excel spreadsheet). The listing shall be updated each year by the tenth (10th) day of January and shall be made available at no cost to the City.

The list of RDUs shall be coded by service level, optional services, and other customer service notations. Each Hauler shall maintain a current record of all services by RDUs for:

- Trash (by Cart size);
- Recyclables (by Cart size);
- Organics (whether or not the RDU subscribes);
- Yard Waste (whether the RDU subscribes on an annual basis or uses the pay-per-bag option);
- Bulky and Electronic Waste (whether or not the RDU uses the fee-for-service option);
- Walk-up collection (whether or not the RDU has applied for and been approved by the City for this option);
- Extended leave (whether or not the RDU has applied for and been approved by the City for this option); and
- Other Solid Waste Service notes as needed to provide a full and complete description of the RDU’s service levels and needs.

3.1.3 Annual Progress Report

The Haulers and City shall meet in person on an annual basis in February of each year. Topics shall include, but not be limited to:

- Annual progress discussion with plans for the next year.
- Certification that the route maps as specified in this Contract are up to date.
- Any other industry relevant information or updates.
- Recommendations to improve recycling, organics, and waste reduction.

3.1.4 Participation Rate Study

All parties agree to cooperate in good faith to execute a Participation Rate Study, if it is determined by the City to be needed after implementation of the organized solid waste collection program.

The participation rate is a better indication of overall participation because it includes RDUs that recycle at least once a month, as some RDUs may not set out recycling or organics each collection week. It more accurately indicates how many RDUs are participating in the recycling and organics recycling programs

overall, as opposed to the number of participants on a specific day. The Haulers shall conduct participation studies to determine a participation rate at no additional cost to the City.

The participation studies will span one month of collections once a year. The City will randomly select sections to study for each daily route, with each section being comprised of about 200 RDUs per day, for a total study of over 1,000 RDUs. These same sections will be studied every year for consistency. Haulers will tally the exact number of RDUs that set out recycling or organics recycling (depending on the study being conducted) for collection in the morning of their collection day. The four-week study will track participation rates over the five days of collections during the week, totaling 20 days of set-out tracking.

3.1.5 Annual Field Audit

At least one time per year, each Hauler shall conduct its own field audit to verify the estimated RDU counts and Collection Service levels provided in this Contract. All eligible RDU addresses within the Hauler's Collection Zones shall be recorded and reported to the City in a format to be specified by the City.

3.1.6 Annual Recycling Audit

Haulers will coordinate and complete an Annual Recycling Composition Audit in a summer month at an agreed upon MRF, to determine composition of recyclables. City staff shall be invited by the Haulers to be present for the sorting. The audit will include agreed upon representative samples of RDUs to calculate the:

- Quantity of recyclables collected, by material type (in tons)
- Quantity of process residuals disposed of (in tons)

The material types sorted during the audit shall reflect the categories of materials represented in the Recycling Commodity Adjustment Offset Fee.

The City and Haulers will apply the recycling composition to determine the Recycling Commodity Adjustment Offset Fee, as described in Exhibit 3.

3.1.7 Annual Organics Composition Audits

Each year, Haulers will cooperate with the City in the coordination of Organics Composition Audits at an agreed upon facility to determine Organics composition levels and other aspects of Organics Collection, including but not limited to contamination levels. This may include, but is not limited to altering areas of collection during study, delivery of loads (full or partial) to sort location, and tracking collection data. If an audit is unable to happen at SMSC, Haulers will be requested to help secure a different location. The audits will include agreed upon representative samples of RDUs to calculate the weight of residual materials disposed and the percentage of contamination in the load.

3.1.8 Other Collection Records

Each Hauler will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver identification, vehicle number, rate and gross weight, net weight, and number of stops for each loaded vehicle. Each

Hauler shall retain truck scale weight tickets for all waste streams for City inspection upon request for a period of at least three (3) years. Haulers may report Yard Waste by volume in terms of cubic yards if the Composting Facility does not have a truck scale (in which case the Haulers shall retain Yard Waste payment receipts for a period of three (3) years).

3.2 Hauler's Safety Plans Including Accident Reporting

- 3.2.1 Haulers shall comply with the safety provisions of all applicable laws and federal, state, county, and city laws, statutes, regulations, ordinances, and policies, including, without limitation, the installation and maintenance of safeguards on machinery and equipment, the minimization of hazards, and worker safety training.
- 3.2.2 The City reserves its rights to request additional documentation of the Haulers regarding their safety plans, accident reports, and compliance records solely with respect to the Hauler's performance of its obligations under this Contract.
- 3.2.3 Each Hauler shall exercise necessary precaution at all times to protect the safety of each Hauler's employees as well as residents and their property.
- 3.2.4 Within one (1) business day, Haulers shall notify the City of any accident, of any kind, involving a Hauler performing services under this Contract and the general public, as well as any property damage accident involving private, public, or individual Hauler property.
- 3.2.5 Within one (1) business day, Haulers shall notify the City of any release of any oils or fluids (including but not limited to vehicle fuel, coolant, hydraulic fluid, brake fluid) or scattered materials or load contents onto City streets or otherwise into the environment.
- 3.2.6 Haulers shall provide the City with a written report the next business day including the details of any such release of any oils or fluids and identify the measures used to remedy the accident or remove and dispose of any release.

4 Taxes, Licenses and Permits

Each Hauler shall pay all sales, use, property, income, and other taxes and service charges that are lawfully assessed against the City or any Hauler in connection with such Hauler's performance of the Services hereunder and shall obtain, maintain and pay for all licenses, permits, certificates of authority, inspections, and other obligations required for performance of the Services.

Only City-licensed companies shall be allowed to collect Solid Waste under the Contract with the City. The City shall not arbitrarily revoke or decline to renew any Hauler's license to operate in the City without good cause during the term of this Contract.

5 Independent Contractor

- 5.1** Nothing in this Contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the parties. The Haulers are to be and shall remain independent contractors with respect to all services performed under this Contract and are not considered employees of the City.

Each Hauler has secured, or will, secure at their expense, all personnel required to perform its portion of the Services identified in this Contract. All personnel of the Hauler, or any other persons engaged in performing the Services, and any and all claims whatsoever on behalf of any such person(s) or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Haulers, officers, agents, contractors or employees shall in no way be the responsibility of the City.

Such personnel or other persons shall not be entitled to any compensation, rights or benefits from the City relating to their employment with each Hauler, including, without limitation, tenure rights, medical and hospital care, personal and vacation leave, workers' compensation, unemployment compensation, disability, severance pay and public pension benefits.

5.2 Subcontractor

Each Hauler will properly supervise and control its respective employees and Subcontractors.

5.3 Subcontractor Payment

Each Hauler must pay any Subcontractor within ten (10) days of the Hauler receipt of payment from the City for undisputed services provided by the Subcontractor, unless otherwise agreed to by contract between the parties. The Hauler agrees that it must pay interest of one and one-half percent (1.5%) per month or any part of a month to the Subcontractor on any undisputed amount not paid on time to the Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of one-hundred dollars (\$100) or more is ten dollars (\$10). For an unpaid balance of less than one-hundred dollars (\$100), the Hauler shall pay the actual penalty to the Subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from the Hauler may be awarded its reasonable costs and disbursements, including attorney's fees, incurred in bringing the action.

6 Title to Solid Waste

Title to all Solid Waste and all incidents of ownership of the Solid Waste and Recyclable Materials shall pass to the Hauler when such materials are placed into the Collection Vehicle with the exception of Unacceptable Materials. Ownership and liability of Unacceptable Materials, as defined in this Contract, shall remain with the individual RDU.

7 Assignment

- 7.1 All proposed subcontractors shall be explicitly identified to the City by each Hauler.
- 7.2 Neither party shall assign this Contract or any interest arising therein, without the written consent of the other party.
- 7.3 Each Hauler shall be as fully responsible and accountable to the City for the acts and omissions of all its subcontractors, and of persons either directly or indirectly employed by the Hauler, as they are for the acts and omissions of persons directly employed by them. Upon written notice from the City that a Subcontractor fails to perform its duties in a satisfactory manner, the Hauler will investigate any and all such claims and report back to the City.
- 7.4 Nothing in this Contract shall create any contractual relationship between any subcontractor and the City. The Haulers and the Haulers' Surety alone shall be held responsible for the full and faithful performance of this Contract.

8 Rights of Use

The Haulers agree that the City will own and have the right to use, reproduce and apply as it desires, any data, Contract routes, reports, analyses and materials which are collected or developed by the Haulers or anyone acting on behalf of the Hauler as a result of this Contract.

9 Performance and Payment Bonds

- 9.1 Haulers are required to comply with Minnesota State Statutes, Section 574.26 through 574.32: Public Contractors' Performance and Payment Bond Act for all public works projects in excess of \$175,000. Each Hauler shall furnish a Performance Bond and a separate Payment Bond. The value of each bond will equal 100% of the annual value of the Services to be provided by each respective Hauler, or \$175,000, whichever is greater. The Performance and Payment Bonds shall be furnished by a corporate surety company authorized to do business in the State of Minnesota and acceptable to the City, subject to approval of the City Attorney as to form, within thirty (30) days after execution of this Contract.
- 9.2 A Performance Bond and Payment Bond continuation certificate shall be delivered to the City by each Hauler at least thirty (30) days before the expiration of said bond. Failure of the Hauler to provide a continuation certificate thirty (30) days before expiration of the bond shall constitute a material default on the part of the Hauler as defined in Section 12.1.1 of the Contract.
- 9.3 The condition of said Payment Bond shall be that the individual Haulers shall faithfully perform all provisions of the Contract and the specifications and shall pay all laborers, mechanics and subcontractors and material, and all persons who shall supply such person or persons, or subcontractors with provisions and supplies for the performance of the Contract; provided that the bond shall not be security for money loaned or advanced to the Hauler, subcontractor or other person in the performance of the Contract.

10 Indemnification and Liability

- 10.1 Each Hauler, for its particular acts as set forth below, ("Indemnitor"), and any and all officers, employees, contractors, subcontractors, and agents of the Hauler, or any other person engaged by the Hauler in the performance of the services pursuant to this Contract shall defend, indemnify and hold harmless the City and its officials, officers, agents, contractors, and employees ("Indemnitees") from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorney's fees and expenses of litigation, provided that such claim, damage, liability, loss, or expense is attributable to bodily injury, sickness, disease, death, or to the injury to or the destruction of property, including a loss of use resulting therefrom, to the extent caused by any negligent act or omission or willful misconduct of Indemnitor. Nothing in this section requires a non-Indemnitor Hauler to indemnify an Indemnatee.
- 10.2 When requested by the City, a Hauler shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished supplies under a Contract, for which the City may become liable under the laws of the State of Minnesota, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount may be retained from money due the Hauler which will be sufficient, in the opinion of the City, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.
- 10.3 Nothing in this Contract shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

11 Insurance Requirements

Each Hauler responsible for providing Services under this Contract shall maintain insurance coverage in the amounts shown below during the entire term of the Contract. Each Hauler and any subcontractor hired may combine the identified underlying coverage with umbrella or excess coverage to meet the minimum limits identified below. The City shall be named as an additional insured on each individual Hauler's commercial general liability, auto, and umbrella policies. Certificates of said insurance evidencing all of the coverages listed below, as well as evidence that the City has been named as an additional insured on the policies, shall be provided to the City by each Hauler before any work under this Contract may commence. Haulers shall not allow any subcontractor to commence work until all insurance has been obtained and certificates of insurance have been filed and accepted by the City. Each Hauler shall maintain a valid certificate of insurance referencing the limits included below on file with the City.

11.1 Commercial General Liability

Each Hauler shall maintain Commercial General Liability insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care

and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Hauler or by a subcontractor or by anyone directly or indirectly employed by the Hauler under the Contract. Insurance minimum limits are as follows:

- a) Per occurrence: \$2,000,000
- b) Annual aggregate: \$4,000,000
- c) Annual aggregate – Products/Completed Operations: \$2,000,000

The following coverage shall be included:

- a) Premises and Operations Bodily Injury and Property Damage
- b) Personal and Advertising Injury
- c) Blanket Contractual Liability
- d) Products and Completed Operations Liability

11.2 Business Automotive Liability

Each Hauler shall 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 autos which may arise from operations under this Contract, and in case any work is subcontracted the Hauler will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

- a) Per occurrence Combined Single limit for Bodily Injury and Property Damage: \$2,000,000
- b) Coverage should include: Owned, Hired, and Non-owned Automobile.

11.3 Workers Compensation

Each Hauler shall provide Workers' Compensation insurance, as required by Minnesota Statutes, Section 176.181 for all its employees. If any work is subcontracted, the Hauler shall require each Subcontractor(s) to provide Workers' Compensation insurance in accordance with the statutory requirements, including Coverage B, Employer's Liability.

The Contractor shall also provide Employer's Liability Insurance with minimum limits as follows:

- a) \$500,000 – Bodily Injury by Disease per employee
- b) \$500,000 – Bodily Injury by Disease aggregate
- c) \$500,000 – Bodily Injury by Accident

11.4 Additional Insurance Conditions

11.4.1 The insurance policy(s) required under this Contract shall be primary and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of performance under this Contract;

11.4.2 The insurance policy(s), excluding worker's compensation and, if applicable umbrella, and Certificate(s) of Insurance required under this Contract shall

- contain a provision that coverage afforded under the policy(s) shall not be cancelled without at least thirty (30) days advanced written notice to City, or ten (10) days for non-payment of premium. Words modifying the cancellation clause such as "endeavor to" provide notice will be unacceptable and must be stricken;
- 11.4.3 The insurance policy(s) required under this Contract shall include legal defense fees in addition to its liability policy limits; and
- 11.4.4 The insurance policy(s) required under this Contract shall have an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.
- 11.4.5 Failure to maintain the insurance policy(s) required under this Contract that are not in compliance with the insurance requirements will constitute a material default. The City reserves all rights to pursue any legal remedies against any Hauler.
- 11.4.6 Each Hauler and its subcontractor(s) shall furnish the certificates of insurance naming the City as an additional insured as required above prior to performing any duties on the Hauler's behalf.
- 11.4.7 It shall be the Hauler's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the Contract.

12 Default, Termination, and Mediation

12.1 Default and Termination

- 12.1.1 The following events shall be considered a material default of this Contract:
- a) If a Hauler fails to perform or unnecessarily delays any of the services or obligations to be performed under this Agreement;
 - b) If a Hauler assigns or transfers this Agreement without the City's prior written consent;
 - c) If a Hauler files for bankruptcy or is adjudged bankrupt;
 - d) If a general assignment of assets is made for the benefit of a Hauler's creditors;
 - e) If a receiver is appointed for the Hauler of any of its property
- 12.1.2 The City may take whatever action at law or in equity to collect damages arising from a default of this Contract. In the event of a material default, the City must serve written notice upon all Haulers of the City's intent to terminate this Contract with respect to the individual Hauler. Unless the Hauler has cured the default within twenty-one (21) days after the City served such notice of default, the Contract shall terminate with respect to the individual Hauler in default. The City and the Hauler in default may agree, with the prior written consent of both parties, to a continuance of the period in which the Hauler must cure the default.
- 12.1.3 In the event of default or nonperformance on the part of a Hauler, the Hauler shall be liable to the City for all excess costs sustained by the City by reason of

the Hauler's default. Should such costs to the City be greater, the Hauler shall be liable for and pay any amount of such excess to the City.

12.1.4 In the event of a Hauler's default under the terms of this Contract, the Surety on the Performance Bond shall assume the Contract, and expense incurred by reason of such default shall be due and payable to such Surety.

12.1.5 In the event of a Hauler's material default and termination under this Contract, the collection zone of the Hauler in default, as depicted in Exhibit 4, shall be re-allocated among the remaining Haulers according to market share percentages established at the date the Agreement was executed. If the remaining Haulers do not agree to this reapportionment, the City will determine the reapportionment, as directed by an arbitrator of the City's sole choice and at the cost of the remaining Haulers.

12.2 Mediation

The City and the Haulers agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Contract to mediation. This dispute resolution process shall apply, without limitation, to disputes regarding whether a sufficient basis for termination exists and other disputes. The parties shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, the mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

13 Policy

13.1 Policy Compliance

Each Hauler agrees to require each of their agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Contract. Each Hauler agrees and understands that a violation of any of these policies or rules constitutes a breach of the Contract and sufficient grounds for immediate termination of the Contract by the City.

13.2 Nondiscrimination Clause

During the performance of the Contract, each Hauler shall be in compliance with applicable federal, state, county, and city laws, statutes, regulations, ordinances, and policies, including without limitation, Minnesota Statutes, Section 181.59, and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, or familial status. Each Hauler will take affirmative action to ensure that all employment practices are free of such discrimination. Such

employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13.3 Minnesota Government Data Practices Act Compliance

Data provided, produced or obtained under this Contract shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Within one business day, each Hauler shall report to the City any requests from third parties for information relating to this Contract. Each Hauler agrees to promptly respond to inquiries from the City concerning data requests.

13.4 Audit

All books, records, documents and accounting procedures and practices of the Haulers relevant to the Contract shall, pursuant to Minnesota Statutes, Section 16C.05, subdivision 5, be subject to examination at all times by the City and/or by the Legislative Auditor or State Auditor for a minimum of six (6) years. The Haulers shall maintain such records for a minimum of six (6) years after final payment.

13.5 Americans with Disabilities Act Compliance

Each Hauler agrees to comply with the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act of 2008 (ADAAA), and Section 504 of the Rehabilitation Act of 1973. Haulers shall not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Each Hauler agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of the ADA, the ADAAA, and/or Section 504 caused by the Hauler.

13.6 Minnesota Human Rights Act Compliance

Each Hauler agrees to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Chapter 363A.

13.7 Conflict of Interest

Each Hauler agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed Contract or the proceeds thereof. Violation of this provision shall cause the executed Contract to be null and void and the Hauler will forfeit any payments to be made under the executed Contract.

13.8 Force Majeure

13.8.1 Neither party shall be liable for any delays in performance or inability to perform due to causes beyond the control of said party such as war, riot, unavoidable casualty or damage to personnel, materials or equipment, pandemic, fire, flood,

storm, earthquake, tornado, or any act of God. Labor disruptions such as strikes, lockouts or work slow-downs shall not be considered beyond the reasonable control of the Haulers.

13.8.2 The time period for the performance in question shall be extended for only the actual amount of time said party is so delayed.

14 Liquidated Damages

14.1 Acts or Omissions

14.1.1 The imposition of liquidated damages is not a penalty, but recognition of the difficulty of ascertaining damage resulting from certain types of breaches of performance under the Contract. The assessment of liquidated damages shall be at the reasonable discretion of the City. Each Hauler will be charged individually for their own actions or omissions.

14.1.2 The City may deduct the full amount of any liquidated damages from any payment due to a Hauler, but any liquidated damages not so deducted shall remain the obligation of the Hauler and be payable to the City on demand.

14.1.3 The City may assess liquidated damages in lieu of other remedies available to the City for breach of the Contract. The City's failure to impose liquidated damages for lack of performance shall not constitute a waiver of the City's other rights and/or remedies, including but not limited to those under the Contract.

14.1.4 No Haulers shall be liable in any manner and shall not be considered in default or assessed Liquidated Damages for any failure to perform its obligations if such failure to perform is due to a Force Majeure event as described in Section 13.8 or is solely due to the actions of an RDU.

14.1.5 The City and each Hauler shall communicate on a regular and an as-needed basis related to customer complaints, accidents, billing errors, and other incidents. The following general incident escalation procedure provides a general guide for managing such communications:

- All complaints and incidents may be communicated to a Hauler via a method selected by the City with a proposed cure and response timeline.
- If a complaint or incident is not cured within the proposed response timeline, the City may propose, but is not required to propose, a new response timeline via a second communication via a method selected by the City.
- If a problem is not cured within a proposed response timeline, the City may send the Hauler a letter indicating a new cure timeline and warning that liquidated damages may be imposed if the complaint or incident is not cured.
- If a problem is still not cured within the timeline stated in the letter, the City will impose liquidated damages on the Hauler.
- If a problem remains chronic and uncured, the City may initiate breach procedures to notify the Hauler.

14.1.6 Liquidated damages shall be paid by the Hauler to the City within 30 days after assessment of the liquidated damages.

14.1.7 The following acts or omissions shall be considered a breach of the Contract and for the purpose of computing liquidated damages under these provisions:

- Failure to properly deliver Carts to new customers as defined in the Cart roll-out plan: \$50 per incident.
- Failure to respond to service complaints within 24 hours: \$50 per incident.
- Failure to provide adequate notice to an RDU refused for collection service for cause (educational tagging or other communication outlined in this Contract): \$50 per incident.
- Failure to return Carts to original location and/or close lids at the time the Cart is emptied: \$50 per incident.
- Failure to collect properly notified Missed Collections within timeframe specified in this Contract: \$100 per incident.
- Failure to notify the City of non-completion of daily collection: \$200 per incident.
- Failure to clean up oils and fluids (including but not limited to vehicle fuel, coolant, hydraulic fluid, brake fluid), scattered materials or load contents that spill during collection operations, creating instances where city staff is required to come out and clean up: \$200 per incident.
- Making changes to disposal/processing facilities prior to receiving City approval, as applicable: \$1,000 per incident.
- Failure to provide or maintain reports or required records (including weight tickets): \$100 per incident.
- Failure to conduct and report results of the annual recycling composition analysis: \$1,000 per incident.
- Failure to correct a billing error (one or both):
 - Minor billing error defined as a mistake made on one or more RDUs' bills that is not reflective of the services they have received: \$50 per incident; and/or
 - Major billing error defined as a mistake made on 25% of RDUs' bills that is not reflective of the services they have received: \$1,000 per incident.
- Failure to comply with Cart ownership, management, handling, and care specifications as outlined in this Contract: \$50 per incident.
- Missing entire blocks/neighborhood. A missed block is defined as a majority (50% or more) of one or both sides of a street or alley that is not picked up by 10 p.m. on any given scheduled collection day and is not otherwise excused under this Contract: \$250 per incident, not to exceed \$2,500 for an instance where multiple blocks were missed in a single day.

15 Notices

15.1 Communication Procedures to Notify A Hauler of a Contract Violation

The City will notify a Hauler in writing of any violation of the Contract or other law, statute, regulation, ordinance, or policy. Notification will be considered to be delivered upon receipt of an email from the City's representative and liquidated damages penalties shall not be

assessed if the issue is timely addressed. Unless a longer period is allowed under this Contract, the Hauler shall notify City in writing within twenty-four (24) hours of its remedy, unless the nature of the violation requires immediate or earlier remedy under this Contract.

15.2 Address

15.2.1 Unless otherwise specified in this Contract, any notice or demand required or permitted to be given or made thereunder shall be sufficiently given or made by e-mail, messenger delivery, overnight delivery, or certified mail in a sealed envelope, postage prepaid, addressed as follows:

If to City:

City of Richfield
Attn: City Manager
6700 Portland Ave.
Richfield, MN 55423

Email: City Manager Katie Rodriguez at krdriguez@richfieldmn.gov

If to a Hauler: Use contact information listed under Exhibit 1 for each Hauler

15.2.2 Either party may change the address to which notices may be sent by furnishing written notice of such change to the other party.

15.2.3 Notice delivered by messenger, overnight delivery, or e-mail shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of three (3) days after the U.S.P.S. postmark.

16 Severability/Compliance with Laws

If any of the provisions of the Contract are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Contract as a whole or of any section, subsection, sentence or clause not adjudged to be invalid so long as the material purposes of this Contract can be determined and effectuated.

Each Hauler shall be familiar with, observe and comply with all federal, state, county, and City laws, statutes, regulations, ordinances, and policies which in any manner affect those engaged or employed in the work, or the materials, facilities or equipment used in the proposed work, or which in any way affect the conduct of the work, and shall protect and indemnify the City and its officials, officers, agents, contractors, and employees harmless from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and expenses of litigation arising from or based on any violation of the same.

If a Hauler shall discover any provision in the specifications or the Contract which is contrary to or inconsistent with any law, statute, regulation, ordinance, or policy, the Hauler shall report it to the City in writing within one business day.

Amendments to existing regulatory laws, statutes, regulations, ordinances, and policies and enactment of new laws, statutes, regulations, ordinances, and policies shall not serve as justification for the Haulers to terminate their obligations under any Contract, unless said amendments make the completion of a Contract impossible.

17 Governing Law and Venue

Any suits at law or in equity arising out of or concerning the Contract shall be governed by Minnesota law without regard to conflicts of laws principles. The parties further agree that the exclusive venue for any such suits shall be Hennepin County District Court, Hennepin County, Minnesota or, if in federal court, within the U.S. District Court for the District of Minnesota.

18 Right to Require Performance

- 18.1 The City's failure at any time to require performance by the Haulers of any of the specifications in the Contract shall in no way affect the right of the City thereafter to enforce same.
- 18.2 The failure of the City to require the performance of any term or obligation of this Contract, or the waiver by the City of any breach of this Contract, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

19 Amendments

Any alterations, amendments, deletions, or waivers of the provisions of the executed Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

20 Entire Contract

The executed Contract supersedes all oral Contracts and negotiations between the parties relating to the subject matter hereof as well as any previous Contracts presently in effect between the parties relating to the subject matter hereof.

21 Billing, Fees, and Method of Payment

21.1 Billing Procedure

- 21.1.1 Haulers shall bill each RDU they service for all services received including Trash, Recyclables, Yard Waste, Organics, and any requested Additional Collection Service Options on a quarterly basis (except for Bulky Waste and Electronics for which Haulers may elect to bill contemporaneously with service). All RDUs should be invoiced at a minimum for Trash Service, Recyclables Service, and

- Organics Service. Haulers shall be responsible for invoicing, collecting payments, and performing administrative functions related to billing each RDU for services.
- 21.1.2 The cost of services under this Contract shall be the prices listed under Exhibit 2, subject to applicable annual escalators. Each year, Haulers and the City will calculate the following year's recycling commodity adjustment cost by October 1st. If the Trash Disposal Facility raises its tipping fees, Haulers must submit new proposed disposal costs within thirty (30) days of the publication of the tipping fee increase. Such price changes shall take effect and apply to services rendered after January 1st of the following year. If the Trash Tipping Fee increases or decreases, the according Trash disposal price will increase or decrease pursuant to a proportional percentage equivalent to the percentage increased or decreased Tipping Fee.
- 21.1.3 Other than those fees, charges, and rates expressly stated in Exhibit 2 or in this Contract, Haulers shall not impose any additional fees, taxes, or surcharges of any kind or impose any other increase in the prices and rates for Services within the explicit scope of this Contract.
- 21.1.4 Haulers shall invoice RDUs by mail or email on the 5th day of the first month of Services for the quarterly period (which begin on the first day of January, April, July, and October). If the 5th day is a holiday, the Haulers shall invoice RDUs on the next business day. RDUs shall remit payment in full by the 25th of the same month.
- 21.1.5 Haulers shall send itemized invoices which include, but are not limited to: Trash Cart size/service level charge, Recycling charge, Organics charge, any Additional Service Options provided during the preceding quarter (excluding bulky item or electronics charges if they have already been paid by the RDU), dates of service, service address, billing address, credits, taxes, and payments received.
- 21.1.6 Invoices not paid by the due date are subject to a five percent (5%) monthly late fee which shall be imposed on the original notice of non-payment. The notice of non-payment and late fee shall be sent when payment has not been received by the end of the first month of service for the period being billed. For example, an invoice dated January 5th, not paid by January 25th would incur its first late fee on February 1st. The Hauler shall send periodic notice of non-payment to the RDU at least for the first month of every quarter while the invoice is unpaid.
- 21.1.7 If an RDU disputes any charges, they must notify their Hauler within thirty (30) days of the date of the invoice. Haulers are not required to refund any charges for an RDU who failed to provide written notice of a disputed charge within thirty (30) days of the invoice date. An RDU shall have conclusively agreed to any invoiced amounts upon failure to deliver a written objection within thirty (30) days after the invoice date.
- 21.1.8 Each Hauler shall directly pay the Trash Disposal Cost to the Trash Disposal Facility. The Contract Price for Trash Disposal Service may be adjusted as set forth in 21.1.2 to reflect actual changes in the Contracted Hauler Tipping Fee as adopted by Hennepin County at HERC. The actual Disposal Cost at the City Assigned Trash Disposal Facility at the time of Contract execution will be defined

as the benchmark disposal price. Documentation from the City-Assigned Trash Disposal Facility must be provided to the City. The benchmark disposal price (disposal contract price or contracted Hauler tipping fee) at HERC is sixty-three dollars (\$63) per ton in 2021 and is dependent upon the parties' mutual understanding that all residential waste collected under this Contract will be charged the contracted Hauler tipping fee and that the quantity of waste disposed of at HERC under this Contract will not adversely impact the limit placed on individual Haulers by Hennepin County as it relates to waste not generated under this Contract. It is further the parties' mutual understanding that HERC will not charge the tonnage of such waste collected against an individual Hauler's maximum delivery amounts. If this understanding proves incorrect or the pricing is later increased or maximum delivery amounts are decreased or redefined, the Contract Price for Trash Disposal shall be modified accordingly to reflect the increased cost of disposal.

- 21.1.9 In the event that collection or disposal costs for any waste stream increase or decrease because of unanticipated market adjustments, the City and Haulers shall enter into good faith negotiations in order to determine if an increase or decrease to the rates is warranted; provided, however, that neither party is not obligated to consent to any such increase or decrease.

21.2 Assessment Procedure

- 21.2.1 By August 1st of each year, Haulers must submit all unpaid RDU balances greater than one hundred dollars (\$100) to the City, along with documentation of the Hauler's efforts to collect. City staff will verify the accuracy of the unpaid balance and send the unpaid balances list to the City Finance Department for processing. If any RDU makes payment on a delinquent account after August 1 and before the City sends assessment letters in September, the Hauler will notify the City of the amounts paid.
- 21.2.2 The Finance Department will prepare an assessment roll for the delinquent amounts and will schedule a public hearing with the City Council in October of each year for adoption of the assessment roll.
- 21.2.3 If, prior to the public hearing, any Hauler receives payment on any delinquent RDU account, the Hauler will notify the City of the amounts paid.
- 21.2.4 After the public hearing in October, the City will reimburse the Haulers for their respective total of delinquent amounts to be assessed by the City. After the public hearing, any payments received by the Haulers on delinquent accounts must be submitted to the City.
- 21.2.5 The City Finance Department will accept payments on delinquent accounts up until November 15 of each year. Thereafter, the City will certify all remaining delinquent charges to Hennepin County for assessment and collection along with property taxes.

21.2.6 The City reserves the right to change its assessment procedure described in this Section. The City will communicate any changes in its assessment procedure to the Haulers in advance of the changes.

22 Price Adjustment on the Contract Price

The Contract Prices for Services are set in accordance with Exhibit 2. The Contract Prices are guaranteed through October 4, 2028. Annual rate adjustments as identified below shall be applied all collection rates set forth on Exhibits 2a and 2b.

A mid-Contract review meeting will be held in 2025 (before October 1st, 2025). At this meeting, Haulers and the City will review the 3.5% annual increase for the remainder of the Contract and determine if this percentage or any other pricing needs to be adjusted to reflect markets or other circumstances.

Annual price escalators during the Contract Term shall be as follows:

Year 1	October 4, 2021 through December 31, 2022	As set in Exhibit 2
Year 2	January 1, 2023 through December 31, 2023	3%
Year 3	January 1, 2024 through December 31, 2024	3%
Year 4	January 1, 2025 through December 31, 2025	3%
Year 5	January 1, 2026 through December 31, 2026	3.5%
Year 6	January 1, 2027 through December 31, 2027	3.5%
Year 7	January 1, 2028 through October 4, 2028	3.5%

23 Signatures

In witness hereto, the City and the Haulers have executed this document as of the day and year first above written.

CITY OF RICHFIELD, MINNESOTA
A Minnesota Home Rule Charter city

By: _____

Maria Regan-Gonzalez

Its: Mayor

By: _____

Katie Rodriguez

Its: City Manager

Reviewed and Approved:

Mary D. Tietjen
City Attorney

Aspen Waste Systems of Minnesota, Inc.

By: _____
Thor W. Nelson
Its: Chief Operating Officer

Allied Waste Services of North America, LLC d/b/a Republic Services of
the Twin Cities-Eden Prairie

By: _____
Brandon Schuler
Its: General Manager

Waste Management of Minnesota, Inc.

By: _____
Tom Beaulieu
Its: Area Vice President

Exhibit 1

List of Participating Licensed Residential Haulers

Aspen Waste Systems of Minnesota, Inc.

2951 Weeks Avenue S.E.

Minneapolis, MN 55414

Phone: 612-884-8028

Customer Service Phone Number: _____

E-Mail: _____

Allied Waste Services of North America, LLC d/b/a Republic Services of the Twin Cities-Eden Prairie

9813 Flying Cloud Drive

Eden Prairie, MN 55437

Phone: 952-941-5174

Customer Service Phone Number: _____

E-Mail: _____

Waste Management of Minnesota, Inc.

1901 Ames Drive

Burnsville, MN 55306

Phone: 952-890-1100

Customer Service Phone Number: _____

E-Mail: _____

Exhibit 2

Residential Solid Waste Collection Services Price Schedule

Exhibit 2 includes the following attachments:

Exhibit 2a—Trash, Recyclables, Organics, Yard Waste, Holiday Tree Collection Services, and Cart Exchanges, Extra Collection and Late Set Out Collection Services

Exhibit 2b—Bulky Waste Items and Electronic Waste

Exhibit 2c—Other Services: One Time Cart Switch-Outs

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Exhibit 2a

Residential Solid Waste Collection Services Prices for: Trash, Recyclables, Yard Waste, Holiday Tree Collection, Cart Exchanges, Extra Collections, and Late Set Out Collection Services

Price for Trash Collection Services

Service Level		Collection Price	Disposal Price	Total	(Units)
Small Cart (e.g., 35-gallon)	Every other week	\$6.25	\$1.25	\$7.50	(\$/HH/month)
Small Cart (e.g., 35-gallon)	Weekly	\$7.25	\$2.25	\$9.50	(\$/HH/month)
Medium Cart (e.g., 65-gallon)	Weekly	\$7.75	\$4.25	\$12.00	(\$/HH/month)
Large Cart (e.g., 95-gallon)	Weekly	\$8.25	\$6.25	\$14.50	(\$/HH/month)
On-call or Overflow Trash	As needed	\$5.00		\$5.00	(\$/bag)

Note: Prices in this schedule are for the base collection service only without the County Solid Waste Management Fee and without the State Management Tax.

Price for Recycling Collection Service

Service Level		Collection Price	(-)	Commodity Adjustment Offset Price^(a)	Total Price	Units
Option #1	Every other week	\$7.00	(-)	Determined Annually	\$7.00 minus Commodity Adjustment Offset Price	(\$/HH/month)
Option #2 ^(b)	Weekly	\$14.00	(-)	Determined Annually	\$14.00 minus Commodity Adjustment Offset Price	(\$/HH/month)

(a) The Commodity Adjustment Offset shall be determined by October 1 of each Year, to be applied to the rates for the following Year. The value shall be determined as described in Exhibit 3.

- (b) The City may choose to implement the “weekly” Recycling service level; provided, however, that the City must provide the Haulers with at least 6 months advance written notice. This Contract price is displayed in case the City elects to implement this option.

Prices for Organics Collection Service

Service Level		Collection Price	Units
Option #1	Mandatory Charge	Depends on participation levels (see table below)	(\$/HH/month)
Option #2 ^(a)	Subscription	\$16.50	(\$/HH/month)

Price Breakdown for Mandatory Organics Charge

Program Participation Level	Collection Price	Units
0-30%	\$5.00	(\$/HH/month)
31-50%	\$5.25	(\$/HH/month)
51-70%	\$5.75	(\$/HH/month)
71-100%	Renegotiate	(\$/HH/month)

- (a) The City may choose to implement the “Subscription” Organics Collection service level; provided, however, that the City must provide the Haulers with at least 180 days advance written notice. This Contract price is displayed in case the City elects to implement this option.

Prices for Yard Waste and Holiday Tree Collection Services

Service Level		Collection Price	(Units)
Full season	April 15 – November 30	\$100	(\$/HH/season)
On-call	As needed, April 15 – November 30	\$5.00	(\$/bag)
Second or third yard waste Cart ^(a)	As requested	\$40.00	(\$/Cart)
Holiday tree collection	Two full service weeks after the first Monday after New Year’s Day	\$12.00	(\$/tree)

- (a) One additional Yard Waste Cart per RDU shall be provided to the RDU at no extra cost if said Cart is delivered at the same time as the initial Cart. If a second or third Yard Waste Cart is delivered after the initial Yard Waste Cart is delivered, the RDU will be charged for the extra Carts.

Price for Cart Exchanges, Extra Collection and Late Set Out Services

The following prices apply to all material streams (e.g., Trash, Recyclables, Organics, and Yard Waste).

Service Level		Collection Price	(Units)
Cart Exchange	First change per calendar year	No Fee	(\$/trip)
Cart Exchange	Additional changes in same calendar year	\$40.00	(\$/trip)
Cart Replacement	As needed	\$65.00	(\$/Cart)
Cart Removal (for subscription services) ^(a)	As requested	\$30.00	(\$/trip)
Extra Collection	As requested	\$30.00	(\$/trip)
Late Set Out Collection	As needed	\$20.00	(\$/service)
Walk-up Fee (for convenience reasons)	As requested	\$10.00	(\$/Cart/month)
Late Fee for Unpaid Bills	As needed; applied on the 1 st of the next month after the bill is sent out	5% of the unpaid balance	(%/month)

- (a) \$50 restart/deployment fee if RDU starts up the same service the following year.

Exhibit 2b

Residential Solid Waste Collection Services Contract Prices for: Bulky Waste Items and Electronic Waste Items

Bulky waste services:

(base collection and disposal services only; may be subject to taxes and fees, not included)

Size	Example Items	Weight	Amt of Metal	Rate per Item
Small items (without Freon)	Small furniture, lawn furniture, lawn mower, ottoman, small chair, bookcase, small table, small desk, wooden chair, end table	Less than 50 pounds	n/a	\$35.00
Small items (with Freon)	dehumidifier			
Large appliances (without Freon)	Stove, snow blower, hide-a-bed	More than 50 pounds	More than 50% metal	\$55.00
Large appliances (with Freon)	Refrigerator, freezer		More than 50% metal	
Large furniture	Sofa, love seat, box-spring, reclining chair, wooden picnic table		Less than 50% metal	
Mattresses	All size mattresses	n/a	n/a	\$60.00

Electronic waste services:

(base collection and disposal services only; may be subject to taxes and fees, not included)

Size	Example Items	Weight	Screen or CRT Monitor	Rate per Item
Small items	Computer hard drive, keyboard, VCR, DVD	Less than 20 pounds	No screen or monitor	\$30.00
Large items	Computer monitor, television	More than 20 pounds	With screen or monitor	\$40.00
Extra-Large items	Tube TVs (must identify type & approx.. weight at time of scheduling)	= or > 100 pounds	n/a	\$80.00

Exhibit 2c

Residential Solid Waste Collection Services Contract Prices for: Other Services

One Time Cart Switch-Out Price: The City will make a one-time payment of \$25.00 per RDU to each Hauler to cover costs associated with switching Carts (Trash, Recycling, and Yard Waste) from one Hauler to another.

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Exhibit 3: Recycling Commodity Adjustment Offset Formula

Recycling Commodity Adjustment – General

Haulers and City shall, annually by October 1, determine the Commodity Adjustment Offset to be applied to the Contract price for recycling for the following calendar year.

Commodity Adjustment Offset Formula

The Commodity Adjustment Offset shall be determined based on the formula and accompanying documentation as specified below. The value can be a positive value or a negative value.

The basic components include:

- Estimated recycling composition per ton (% of total tons/month for each commodity grade)
- Published index value per ton (\$ per ton based on specified commodity grade indexes)
- Processing fee, which is set at \$70 for Year 1 and will be adjusted in accordance with this Contract.
- Tons of recyclables collected in preceding twelve month period (Based on Hauler monthly reports)
- Number of RDUs in City (Based on number determined by City)

The formula for calculating the Recycling Commodity Adjustment Offset is as follows:

Gross Commodity Market Value Per Ton (-) the Processing Fee = Net Commodity Value
e.g. \$100.00 - \$70 = \$30.00 Net Commodity Market Value Per Ton

Net Commodity Value (x) Total Tons Recyclables Collected in Twelve Month Period (/) Number of RDUs in City (/) 12 Months = Commodity Adjustment Value
e.g. \$30 (x) 2,039 tons (/) 10,000 RDUs (/) 12 = \$.51
e.g., if the Commodity Adjustment Offset for the year 2021 is determined to equal (\$0.51), then the Total Contract Price for Recycling Service for 2021 would be equal to:
Collection Price (\$7.00) minus Commodity Adjustment Offset Price (\$0.51) = \$6.49/RDU/month

Gross Commodity Market Value Per Ton

The aggregate of the published index per ton for each commodity adjusted to the Estimated recycling composition.

Estimated Recycling Composition Per Ton

The estimated recycling composition percentages shall be determined once per year from the most recent Recycling Audit described in the Contract.

Index Value Per Ton

The index value per ton shall be based on published commodity prices. The Index Value will be calculated on the average, monthly price of material for the previous twelve months. To determine Commodity Values, the City and Haulers shall use RecyclingMarkets.net indexes to the extent reasonably possible. The monthly commodity values will be determined using the first published value on the 1st day of the month.

For paper commodities:

Secondary Fiber Pricing (SFP) at:

www.recyclingmarkets.net/secondaryfiber

For metal, glass and plastic containers:

Secondary Materials Pricing (SFP) at:

www.recyclingmarkets.net/secondarymaterials/index.net

Commodity	Published Index	Region	Grade	Value
Mixed Papers – PS 54	SecondaryFiberPricing.com	Midwest/Central Region (Chicago)	PS (54)	Regional Average
Corrugated Cardboard – PS 11	SecondaryFiberPricing.com	Midwest/Central Region (Chicago)	PS (11)	Regional Average
Sorted Residential Papers (News/Magazines) – PS 8	SecondaryFiberPricing.com	Midwest/Central Region (Chicago)	PS (8)	Regional Average
Aseptic Packaging/Gable Tops	SecondaryFiberPricing.com	Midwest/Central Region (Chicago)	PS (52) Aseptic	Regional Average
Aluminum	Secondarymaterialspricing.com	Midwest/Central Region (Chicago)	Metals, Aluminum Cans (sorted, baled, picked up)	Regional Average
Tin/Steel	Secondarymaterialspricing.com	Midwest/Central Region (Chicago)	Steel Cans (sorted, densified, dropped off)	Regional Average
Plastics #1 PET	Secondarymaterialspricing.com	Midwest/Central Region (Chicago)	Plastics PET (Baled, cents/pound., picked up)	Regional Average
Plastics #2 HDPE Natural	Secondarymaterialspricing.com	Midwest/Central Region (Chicago)	Plastics Natural HDPE (Baled, cents/pound, picked up)	Regional Average
Plastics #2 HDPE	Secondarymaterialspricing.com	Midwest/Central	Plastics Colored	Regional

Color		Region (Chicago)	HDPE (Baled, cents/pound, picked up)	Average
Mixed Plastics	Secondarymaterialspricing.com	Midwest/Central Region (Chicago)	Plastics Comingled (#3-#7, Baled, cents/pound, picked up)	Regional Average
Glass	Secondarymaterialspricing.com	Midwest/Central Region (Chicago)	Glass 3 Mix (\$/ton del)	Regional Average
Residual	Per Ton Disposal Rate at HERC	N/A	N/A	Actual, including transportation costs and tip fees

Processing Fee per Ton

The processing fee to be paid beginning October 4, 2021 is \$70.00 per ton for each ton of Recyclable Material delivered to a MRF.

Only two specific increases, on January 1, 2023 and on January 1, 2025, will be allowed through the term of the Contract. 2021 shall be the base year for an increase in 2023, and 2023 shall be the base year for an increase in 2025. The increase shall be the lower of either:

1. Three percent (3.0%) of the base year price; or,
2. A percent increase based on the Consumer Price Index- For All Urban Consumers (CPIU), Midwest Region, (<http://www.bls.gov/regions/mountain-plains/newsrelease/ConsumerPriceIndexMidwest.htm>) between January 1, 2021 and January 1, 2023 for the first increase; and between January 1, 2023 and January 1, 2025 for the second increase.

Tons of Recyclables

Haulers shall provide documentation of the monthly tonnage of all loads of Recycling collected from the City as described in Reporting Section of Contract.

Number of RDUs in the City

The number of RDUs in the City shall be based on a total of all RDUs serviced by each Hauler under the organized collection system.

Exhibit 4
Hauling Districts

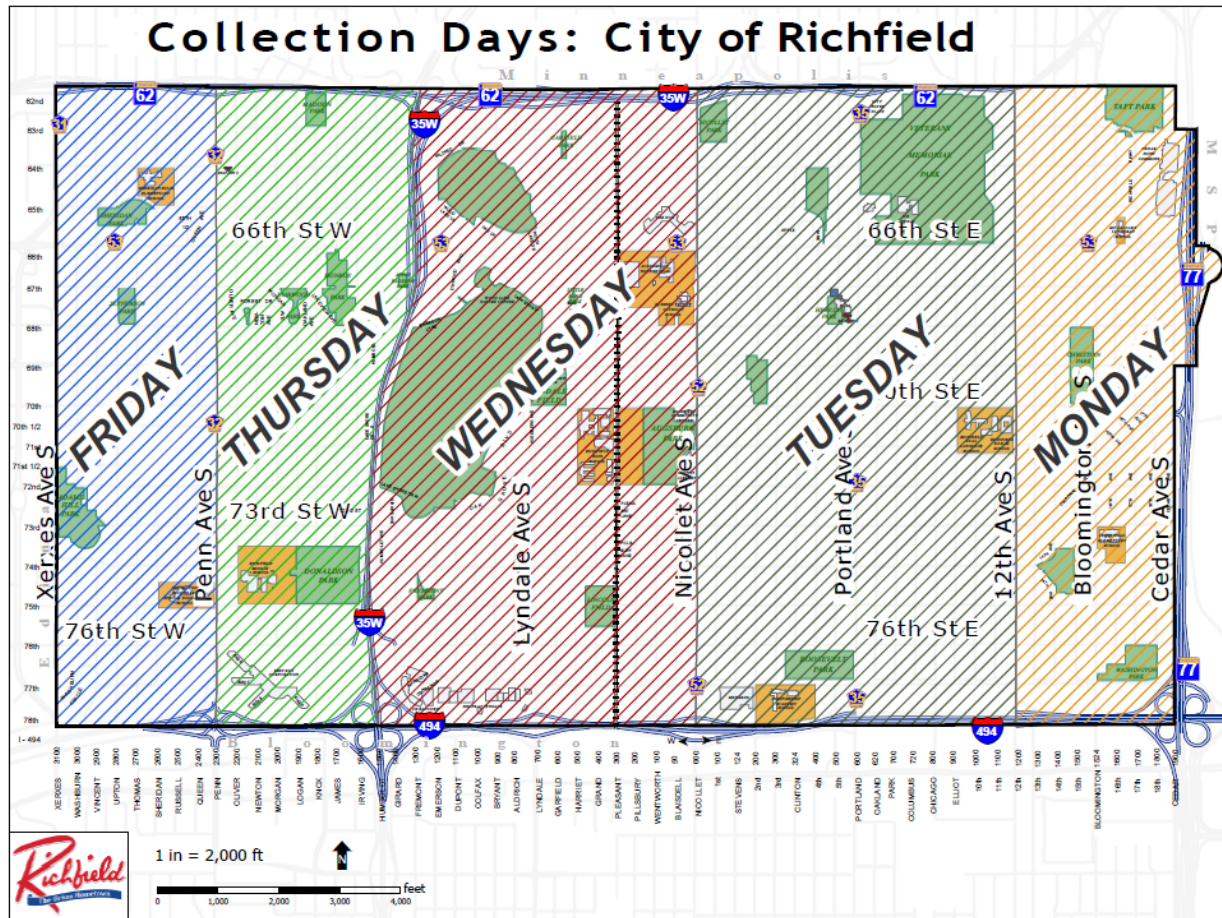


Exhibit 5

Residential Solid Waste Collection Services Collection Zones

The Haulers shall provide the City with a map of their proposed collection zones.

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Exhibit 6

Residential Solid Waste Collection Services Cart Roll-Out Plan

The Haulers shall provide the City with a proposed Cart Roll-Out Plan. The final Exhibit will be incorporated by reference herein upon mutual agreement of the Parties.

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