

**City of Lino Lakes
Environmental Board Meeting**

**March 22, 2017
6:30 p.m.**

AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
4. Open Mike
5. Action Items

 No Action Items
6. Discussion Items
 - A. Recycling Survey/Nan
 - B. Textile Recycling Revisited
 - C. Earth Day and Arbor Day
7. Adjourn

**CITY OF LINO LAKES
ENVIRONMENTAL BOARD MINUTES**

DATE	: February 22, 2017
TIME STARTED	: 6:30 P.M.
TIME ENDED	: 8:02 P.M.
MEMBERS PRESENT	: Steve Heiskary, Paula Andrzejewski, Shawn Holmes, Liz Kaufenberg, Nancie Klebba, John Sullivan,
MEMBERS ABSENT	: Alex Schwartz
STAFF PRESENT	: Marty Asleson, Nan Jin

1. CALL TO ORDER:

Mr. Heiskary called the Lino Lakes Environmental Board meeting to order at 6:30 p.m. on February 22, 2017.

2. SWEARING IN OF NEW & RETURNING MEMBERS:

The Mayor sworn in Ms. Holms and Ms. Kaufenberg

3. APPROVAL OF AGENDA:

Ms. Andrzejewski made a MOTION to approve the amended Agenda. Mr. Sullivan seconded motion. Motion carried 6- 0.

ADDED: Mr. Asleson asked if the below item could be added for discussion:

E. Coyotes and Herons

4. APPROVAL OF MINUTES

January 25, 2017

Ms. Klebba made a MOTION to approve the January 25, 2017 Meeting Minutes. Ms. Andrzejewski seconded motion. Motion carried 6-0.

4. OPEN MIKE

Declared Open Mike at 6:32 p.m.

Closed Open Mike at 6:33 p.m.

5. ACTION ITEMS

A. Bald Eagle Erectors

The applicant, Bald Eagle Erectors, 7309 Lake Drive, owns the 5.45-acre parcel located at 7309 Lake Drive. Bald Eagle Erectors is requesting to bring the property into conformance with the open and outside storage requirements of the Light Industrial Zoning District through the issuance of a conditional use permit. The applicant primarily leases the site to Mobile Mini, a company that leases construction trailers and outside storage bins, which are stored on site. The applicant is proposing to pave a portion of their property for outdoor storage and install stormwater management upgrades.

SITE PLAN

Some measures shall be taken to prevent storage being placed off defined storage area, wither with a fence, curb, and gutter.

The open area south of the building cannot be used for storage or parking of any kind. This area should be returned to natural ground cover and have a control measure to insure the space is not used for any other purpose.

Grading and Stormwater Management

For Light Industrial zoning, the maximum impervious surface coverage must be 75% or less of the total lot area. The site design meets that.

New impervious area surface waters flow to the proposed infiltration basin. Rice Creek Watershed and our City engineers will verify that the pond is adequate size for the newly created impervious.

Landscape

Open space other than impervious south of the building.

The open area south of the building cannot be used for storage or parking of any kind. This area should be returned to natural ground cover and have a control measure to insure the space is not used for any other purpose.

A low profile native seed mix should be planted in this area or turf with an irrigation system.

Infiltration Pond/Landscaping

- The pond area subject to periodic wetness should have a mesic prairie mix
- Above the area of the pond and extending out into the buffering areas, a dry prairie mix should be used.
- Trees should not be lined up but scattered in the pond area. Evergreens should not be used.
- Native shrubs should be used for the proposed shrubs.
- Screening along 4th Avenue has to be an 8foot 100% screen fence, and more plants will be needed. A design should be submitted to meet the zoning code.
- The well needs to be sealed.

Mr. David Bice, the new owner at 7309 Lake Drive, Bald Eagle Erectors has applied for a Conditional Use Permit for meeting these requirements.

Mr. Asleson did remind the Environmental Board that the issues the board should be looking at are landscaping, water treatment and environmental items.

Ms. Holmes mentioned the new fencing has been a big improvement on the site.

Mr. Sullivan inquired about the infiltration pond run off and where that run off would go.

Mr. Bice replied that any run off from the pond would go into the storm sewer on 4th Ave.

Mr. Heiskary stated that we are staying within the bounds of the Environmental Boards recommendations. The Planning and Zoning Boards has to follow the zoning ordinances.

Ms. Kaufenberg wants to know where the open area of turf or native grasses was going to be and what Mr. Bice was thinking of planting.

Mr. Bice stated he was going with native grasses in the open area and by the pond.

Ms. Andrzejewski made a motion to approve Bald Eagle Erectors project with the board's recommendations and the addition of sealing the well. Ms. Holmes seconded the motion. Motion carried 6-0

6. DISCUSSION ITEMS

A. Paul Gardner, free curbside clothing & home goods recycling program

Paul Gardner is director of a company that represents Waste Zero/ Simple Recycling takes does free used textiles and small household goods collection. There is a contract that is signed by the City before Simple Recycling does comes to start recycling.

This company just started in the Twin Cities area this year but it has been operating for the last four years in the great lake area. A company called Simple Recycling, which is only about four years. This company, which has a chain of thrift stores, was looking to get items that are more salable for the thrift stores.

Even with all the ways that we can donate textiles in United States, we are still throwing away 85% of our clothes in the trash.

The convenience of Simple Recycling is that a small truck comes to your neighborhood the same day as garbage day and pick up the items, which are put into their marked drawstring bags that you have left at the curb. Then you get two new drawstring bags for every one bag you leave. Do not want to compete to with the charitable donations.

Ms. Klebba wanted to know do they take ripped or damage clothing.

Mr. Gardner stated yes, they take all clothing and textiles. The breakdown of the textiles is about 30% goes into domestic thrifty stores, 40% goes into heavy industrial towels and the rest of the material is used for insulation in car manufacturing. Value of the material is what run the business

Mr. Sullivan wanted to know what kind of home goods is the company looking for and do they have to be working.

Mr. Gardner replied that anything that one person could lift into a van. Working or not working for someone is always looking for parts.

For cities that are interested they have plug and play information for web sites or information for the newsletter.

Ms. Holmes wanted to know what other cities are participating.

Mr. Gardner mentioned some of the cities that they are working with now are St. Louis Park, Crystal, New Hope, Brooklyn Park, Brooklyn Center to name a few.

Mr. Asleson stated that Simple Recycling sounds like a good idea but mentioned that in Lino Lakes there is an ordinance that caps how many licensed garbage companies can come into the city collecting garbage/recycling.

Ms. Holmes questioned that this is a different kind of recycling company and that may be a point to bring before the council.

B. Jon Klapperich (Waste Wise) and Amy Ulbricht (Anoka County), Business Recycling in Lino Lakes

Ms. Ulbricht with Anoka County Resource and Recycling Solutions Department. The department does solid waste and policy planning and reporting to MPCA. Does programming for recycling, organics, and household hazardous waste (residents, businesses, schools and events). Provide funding for municipal recycling programs they are non-regulatory. In addition, gives technical assistance to business and school and grant opportunities.

In 2015 Anoka County had a 51% recycling rate and by 2030 the county is suppose to be at a 75% rate.

At the start of 2016, private business and commercial property owners with four yards of garbage service per week must recycle three type of materials. Schools, as public entities are included in same law as businesses. MN Pollution Control Agency is the Legislature's enforcer.

Potential cost savings is that trash is taxed by the state at 17%, recycling is not taxed. Also proper size of trash and recycling containers could decrease pick up frequency.

The Waste Wise works with the Chamber of Commerce- business to business – give a free site assessment, provide written recommendations to reduce waste at facility, assistant to writing grants, recommendations for hard to dispose of items, free recycling container signs, and free window cling.

Mr. Klapperich stated that in 2016 Lino Lakes had two business that has accepted Waste Wise to come on site. He is hoping for more success this year.

A lot of the food waste goes to "Food to Hogs".

Success story is the Lino Lakes YMCA diverting 28,912 lbs., of single stream recycling annually. Added color-coded containers, and signage.

Eight area McDonalds (not Lino Lakes) – 249,600 lbs. of organics recycling annually. This is organics from the back only- egg shells, coffee grounds, etc. They report to be breaking even financially. Having to pay the organics truck to come pick up the load and in same instance to down size the garbage container.

Ms. Kaufenberg questioned if the organics recycling has been brought upfront to the customers.

Mr. Klapperich stated that one fast food restaurant had tried it but the loads were rejected because of contaminated material and with the name of the restaurant on the food wrapper, the restaurant ends up paying for it.

Another success story is the National Sports Center diverted 269,360 lbs. of recyclable material annually. They received a cardboard baller and sold the material and with the money, they get back goes into environmental initiatives.

Ms. Ulbricht talked about the schools in the area. They have had success with Lino Lakes Elementary School, they received grant for recycling containers, and are considering an organics program.

Ms. Ulbricht has made attempts to contact Blue Heron, Rice Lake Elementary and Centennial Middle Schools but so far has no one has not gotten back to her.

All of the assistance that was mentioned is not provide to the schools by Waste Wise it is provided to the schools by the Anoka County staff.

Ms. Holmes wanted to know who was contracted at the Centennial Schools and what the response was.

Ms. Ulbricht showed a letter that was sent out to the principals and head custodians and a mailing with the assistance that is available.

Ms. Klebba offered to give contact information on the high school recycling group.

Ms. Holmes suggested contacting student councils and the area boy scouts – also this could be a good Eagle Scout project.

Ms. Kaufenberg asked if there are resources for long-term projects.

Mr. Klapperich replied that if business needs them to come back out and see what else can be done to increase the recycling or if new signage is needed. They do revisit the business if needed.

The board thanked Waste Wise for coming to explain the program

A. Events Day

The only event date change is that there will not be any Blue Heron Island work on Sat. Feb 25.

D. Earth Day

Early in the evening plans were discussed

E. Coyotes & Herons

Mr. Asleson reported that the ice on the lake is too thin so there will be no metal flashing of trees this February. He did mention that Mr. LeBlanc was out on the island last weekend and counted around 305 nests and most of the metal flashing from last year is still in place.

As far as the email about the coyote hunting that was happening, this hunting seems to have ceased so this is not an issue.

7. ADJOURNMENT

Mr. Sullivan made a MOTION to adjourn the meeting at 8:02 pm. Motion was supported by Ms. Andrzejewski. Motion carried 6 - 0.

Respectfully submitted,
Mary Fogarty
Office Specialist

**ENVIRONMENTAL BOARD
AGENDA ITEM 6B**

STAFF ORIGINATOR: Marty Asleson, Environmental Coordinator
MEETING DATE: March 22, 2017
REQUEST: Recommendation on Textile Recycling/Reuse

PROGRAM PROPOSAL:

To enter into a contract agreement with Simple Recycling for curbside textile recycling.

PROGRAM BACKGROUND INFORMATION:

EPA estimates 70 lbs. / person of clothing are thrown away each year. 85% of textiles are not recycled or donated.

Simple Recycling is an Ohio Corporation. Simple Recycling wishes to enter into agreement for the Collection of Soft Recyclables with the City of Lino Lakes. Soft recyclables, in particular textiles, are not recycled or reused, but placed in landfills.

Simple Recycling is providing a free residential curbside pickup service to collect all types of clothing, shoes, accessories, and household goods. A mailer will be sent out to residents including specially designed recycling collection bags and informational materials. Residents need to bag the acceptable items and place bags at the curb on the recycling collection day by the recycling cart. Simple Recycling will collect the bags with a small truck. The drivers will leave extra bags after collection, either on the recycling cart or by resident's door. Simple Recycling grew out of a third generation thrift store chain; the collected materials will be graded and a lot of the clothing and household goods will be sent to thrift stores. The rest will be recycled and converted for reuse to industrial wiping rags and home insulations.

Simple Recycling does not use a large compactor truck but a utility or appliance repair-type truck for curbside pickup.

The program is free for the city and the residents. The City will receive a tonnage report quarterly, which can be included in SCORE tonnage report. Also, the city will be compensated \$20 per ton for the material collected by Simple Recycling.

The Simple Recycling Agreement is attached.

This program was reviewed at the February Environmental Board meeting, there was no action taken at that time. In order to enter into an agreement with Simple Recycling, we would need to have the Environmental Board recommendation and council approval. If the Council is interested in further pursuit of a Simple Recycling Agreement, we would need to have legal Council on the agreement. The agreement would go back to Council for their consideration.

RECOMMENDATION

It is recommended to bring this proposal to City Council for further consideration.

ATTACHMENTS

1. Agreement of Collection of Soft Recyclables.

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables (“Agreement”) is made and entered into this ___ day of _____, 20____, (the “Date of Execution”) by and between _____ a municipal corporation with an address at _____ (herein referred to as “CITY”), and Great Lakes Recycling, Inc. d/b/a Simple Recycling, an Ohio corporation with a business address at 5425 Naiman Parkway, Solon, OH 44139 (together with its successors and assigns, herein referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, CITY desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, CITY has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the CITY’S Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and CITY (herein collectively called the “Parties”) hereby agree as follows:

1. **Term.** This Agreement shall begin upon the Date of Execution and continue for an initial term of five (5) years (the “Initial Term”). At the end of the Initial Term Contractor and CITY have the right to renew for additional five (5) year terms upon mutual agreement (each such term an “Extension Term” and collectively, the “Term”). Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the Initial Term or any Extension Term, the Term shall automatically renew for an unlimited number of five-year terms. During the Term, Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in the CITY’S Service Area through municipal contracted pick up.

2. **Contractor’s Program Commencement.** During the Term, Contractor agrees to begin providing program services on the earlier of the following: (1) a date no later than the ___ day of _____, 20____, or; (2) a date on which Contractor provides written notice to CITY that sufficient population density has been achieved in a Service Area to support program services (the “Date of Commencement”). In either event, the Date of Commencement will be no later than twelve (12) months from the Date of Execution of this Agreement. On the Date of Commencement, Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the collection and disposal of Soft Recyclables within CITY and the Service

Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement.

3. Collection Procedures. During the Term and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft Recyclable shall be made in the sole reasonable discretion of Contractor. However, in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste) and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to CITY.

4. Ownership. Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set-out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

5. Set Out Procedures. Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

6. Contamination and Improper Set Out. If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

7. Collection Schedule. Contractor shall divide the Service Area into collection areas to coincide with CITY collection dates. Collections shall be made from Service Recipients on a regular schedule in accordance with the existing CITY recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall not be required to perform any service under this Agreement on Holidays. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

8. Missed Collections and Complaints. Service Recipients shall be instructed by **CITY** to report missed collections and complaints to Contractor. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

9. Inventory of Containers. During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program described herein that is produced and printed by the contractor and approved by **CITY**, which approval shall not be unreasonably withheld (the "Program Brochure").

10. Contractor's Fee. Contractor shall pay to **CITY** a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the **CITY'S** portion of the Service Area. Payments shall be made to **CITY** not more than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day.

11. Publication Information and Education Program. **CITY** shall provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of **CITY** public information shall be coordinate with and approved by Contractor. Contractor may prepare and distribute its own promotional materials subject to **CITY** approval, which approval shall not be unreasonably withheld. Contractor shall participate in **CITY** directed promotion and education efforts as outlined below:

- a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
- b. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
- c. Coordinate with **CITY** for distribution of written promotional and instructional materials directly to Service Recipients.
- d. Be available a minimum of two times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
- e. Provide advice to **CITY** on promotion and education material content and presentation.

12. Telephone and Customer Service. Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. All attempts to contact the caller shall be recorded on a log kept by Contractor.

13. Marketing and Disposition of Recyclable Material. Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

14. Insurance. During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in **STATE**, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless **CITY** from all damages (except for damages caused by **CITY's** own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.

c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Ohio. The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) **CITY**, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.

(ii) Contractor's insurance coverage shall be primary insurance as **CITY**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by **CITY**, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to **CITY**, its officers, officials, employees, or volunteers.

(iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to **CITY**.

15. **Indemnification and Hold Harmless.** Except for **CITY'S** own negligence, willful misconduct or failures, Contractor shall save, keep, and hold harmless **CITY**, its officers, agents, employees, and volunteers from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omission of Contractor, any of Contractor's employees, or any subcontractor. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and **CITY**, its members, officers, employees, and agents, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

16. **Compliance with Law.** Contractor agrees to comply with all published ordinances, laws, rules, and regulations, together with amendments thereto, of the **STATE**, the United States of America, or **CITY** pertaining to the services to be performed hereunder.

17. **Taxes.** Contractor agrees to save **CITY** harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for **CITY**.

18. **Employee Conduct.** All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

19. **Monthly Reports.** Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to **CITY**.

20. **Inspections.** Upon reasonable advanced request to Contractor, **CITY** may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, **CITY** may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. **CITY** agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection and shall indicate the reasonable basis for requesting the inspection.

21. **Meetings and Communications.** In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

Meetings After Collection Begins. After Collections begin, meetings shall be held no less frequently than a quarterly basis, unless otherwise mutually agreed, between representatives of the parties. Such meetings will be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. CITY shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

22. Compliance with Laws and Regulations. Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

23. Termination and Breach. Either party may terminate this Agreement without cause upon one hundred eighty (180) days written notice. Should CITY elect to terminate this Agreement without cause under the aforementioned provisions or if Contractor terminates this agreement for-cause, CITY shall not enter into any other Soft Recyclables program in the CITY'S Service Area for a period of three (3) years unless undertaken with the Contractor, unless said restriction is waived in advance, in writing by the Contractor. However, should CITY elect to terminate this Agreement for-cause due to an uncured breach by the Contractor, CITY shall not be precluded from entering into any other agreement for the collection, identification, packaging, hauling, recycling and/or disposing of Soft Recyclables.

In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period. In the event CITY is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by CITY.

24. Severability. Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

25. Independent Contractor Status. In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of CITY. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors

shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to CITY employees and Contractor expressly waives and claim it may have or acquire to such benefits.

26. **No Assignment.** This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by either Party to any person, firm, or corporation, without the prior written consent of the other Party.

27. **Definitions.**

a. Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

b. Container: The term "Container" means a bag, supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.

c. Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by CITY and Contractor.

d. Excluded Items: The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

e. Garbage: The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

f. Hazardous Waste: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Ohio statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

g. Holiday: The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day, unless otherwise specified by the CITY recycling holiday schedule.

h. Residential Customer: The term “Residential Customer” means an individual or individuals residing in a living space rented, leased or owned.

i. Service Area: The term "Service Area" means the municipal corporate limits of **CITY** plus, if necessary, one or more adjacent municipalities within a forty (40) mile radius with a minimum of forty thousand (40,000) households and be scalable to a minimum of one hundred thousand (100,000) households within a forty (40) mile radius, based on the municipalities’ collection censuses. The Service Area will encompass all of **CITY’S** trash and recycling collection area, as it may be amended from time to time.

j. Service Recipients: The term “Service Recipients” means Residential Customers of **CITY** in the Service Area.

k. Soft Recyclable: The term “Soft Recyclable” means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men’s, women’s and children’s clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Date of Execution first written above.

CITY

By: _____

Its: _____

Great Lakes Recycling, Inc. d/b/a Simple
Recycling

By: _____
Adam Winfield, President