

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MINNEAPOLIS DIVISION OF SOLID WASTE AND RECYCLING
AND THE
MINNEAPOLIS PARK AND RECREATION BOARD**

1. Opening Paragraph

This Memorandum of Understanding is made between the City of Minneapolis, Park and Recreation Board (“MRPB”) and the City of Minneapolis, acting through its Department of Public Works, Division of Solid Waste and Recycling (“SW&R”) for services to be provided under the terms of this agreement (the “MOU”).

2. Scope of Agreement

SW&R will in general, perform the Day Certain Collection of Garbage and Recycling, Yard Waste, Problem Materials, Mattresses and Box Springs, and Non-Recyclable Large Items, in compliance with all city, state and federal regulations, as well as City of Minneapolis, Solid Waste and Recycling Division policy. This Day Certain Collection service requires that a Park Location be serviced on the same day of each week and is based on a five (5) day, Monday through Friday, working week. The only exceptions to the Day Certain plan shall be during those weeks in which a City recognized Major Holiday occurs. For example, if a Major Holiday falls on a Wednesday, then collection shall be on Monday, Tuesday, Thursday, Friday, and Saturday of the same week. If a Major Holiday falls on a Sunday, collection for that week shall be Tuesday through Saturday. If a Major Holiday falls on a Saturday, collection for that week shall remain Monday through Friday.

2.1 Exclusions

4.2.1 Both Parties understand that Excluded Materials will not be collected.

3. Definitions

Bi-Weekly: for the purpose of this Agreement is every other week.

Box Spring: a coiled spring contained in a boxlike frame, used as a base for Mattresses.

Brush: shrubs, tree waste, and prunings no larger than approximately three (3) inches in diameter, and no longer than approximately three (3) feet.

Cart: a City-owned and provided Cart in which to place refuse and Solid Waste or Recycling for organized collection.

City: The City of Minneapolis, a Minnesota municipal corporation.

Code: Minneapolis Code of Ordinances.

Collection, transfer, and delivery: shall be the collection, transportation, and delivery of Garbage, Recyclables, Problem Materials, Yard Waste, Mattresses, and Box Springs, and if initiated source-separated organics from Park Locations serviced by the City system, to the locations determined by the City.

Curbside Collection: servicing of each Garbage or Recycling cart properly set out at the designated SWCP's in compliance with all city, state and federal regulations, as well as City of Minneapolis, Solid Waste and Recycling Division policy, accomplished with semi-automated rear loader packers.

Day Certain Collection: a City approved plan for scheduled collection, transfer, and delivery of materials on an established schedule. This schedule requires that a route must be serviced on the same day of each week and is based on a five (5) day, Monday through Friday, working week. The only exception shall be during those weeks in which a Major Holiday occurs.

Dirty Collection Point (DCP): any SWCP or surrounding area that contains bagged, boxed or bundled Solid Wastes outside the Cart(s) in an amount greater than the equivalent of three 94 gallon Cart's, or loose litter, debris or Solid Waste in an amount greater than one-half of one brown, paper grocery bag, or more than four (4) large burnable items, problem materials, mattresses, box springs, properly prepared rolls of carpet, or any combination thereof. Any SWCP or surrounding area that contains construction or demolition wastes or debris, any amount of Excluded Material or any number of bags, boxes, or bundles of Solid Waste which exceed forty pounds in weight, any amount of unprepared or improperly prepared Yard Waste, any amount of unsecured carpet, or any carpet that is not prepared in rolls less than five feet in length, less than twelve inches in diameter, and less than forty pounds in weight, or any Cart that exceeds two hundred pounds in weight.

Effective Date: this shall be the date collection services commence under this Agreement.

Excluded Material: "Toxic and Hazardous Wastes" covered by the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. Section 6901, et. seq. including, but not limited to radioactive, volatile, corrosive, carcinogenic, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical, or other hazardous waste as defined in Minnesota Statutes, Section 116.011, 42 U.S.C. Section 6901, et. seq., or as otherwise listed under the applicable federal and state laws and regulations.

Garbage: putrescible and non-putrescible wastes in solid or semi-solid form generated by users and visitors at Park Locations.

Major Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, when not occurring on a Saturday, are the only holidays on which collection services are not provided on the Day-Certain Collection schedule.

Mattress: a large pad used as or on a bed, consisting of a quilted or similarly fastened case, usually of heavy cloth, that contains spring coils, includes all sizes and Box Springs.

Non-Recyclable Large Item: those large or bulky materials, with a very little or no amount of recyclable content that are collected with the residents' normal Cart collection service. Including, but not limited to: wooden tables, dressers or chairs, stuffed couches or chairs, foam core mattresses, and pressed board or plywood furniture such as entertainment centers or armoires.

Non-Recyclable Waste: Non-Recyclable Materials or Recyclable Materials that have been contaminated through the introduction of Non-Recyclable Materials such as Excluded Materials, fuel, soil or, in the case of glass streams, ceramic material.

Park Location: a piece of MPRB land, with or without a structure. A Park Location may have one or more SWCP's. A list of Park Locations included in this MOU is provided in Attachment A.

Problem Materials: those large or bulky materials, with a significant amount of recyclable content, that are collected separately from residents' normal Cart collection service. Including, but not limited to: pipe, appliances, metal lawn furniture, bicycles, lawn mowers, etc. Electronic items include computers and computer monitors, televisions, and similar items. Mattresses and Box Springs are specifically excluded.

Recyclables: Materials designated by the City for collection for the purpose of Recycling, and which include: food and beverage cans and aluminum foil, food and beverage bottles, plastic bottles and containers #1-#7, newspaper, corrugated cardboard, , magazines, mixed paper & box board and other specific materials as designated by the City.

Recycling: See recyclables.

Solid Waste: for the purpose of this Agreement shall mean any one (1) or all of the following, Garbage, litter, rubbish, refuse, or any foul or unhealthy stuff or material; "solid waste" shall not include human excreta, sewage or other water-carried waste, Yard Waste, or other similar substances, nor shall it include Toxic or Hazardous Waste.

Solid Waste Collection Point (SWCP): that point or points within each Park Location at which a solid waste or recycling container or cart is located or other locations determined by MPRB and SW&R as provided in Attachment C, for the collection of Garbage, Non-Recyclable Large Items, Recyclables, Problem Materials, Mattresses, Box Springs, and seasonal Yard Waste.

Toxic and Hazardous Wastes: waste materials including but not limited to: poisons, pesticides, herbicides, acids, caustics, pathological wastes, radio-active materials, flammable or explosive materials, and similar harmful chemicals and wastes which require special handling and must be disposed of in a manner to conserve the environment and protect the public health and safety.

Transfer Station: an intermediate Solid Waste or Yard Waste disposal facility for transferring loads of Solid Waste or Yard Waste to a transportation unit having a larger capacity. There may be volume reduction at the Transfer Station. A Transfer Station may be fixed or mobile.

Yard Waste: wastes as defined by 2012 Minnesota Statutes, 115A.03 Definitions, Subd. 38 including: garden wastes, leaves, lawn cuttings, weeds, shrub and tree waste, and prunings.

4. Specific Services to be Performed

4.1 Collection Requirements. These specifications define the requirements for the collection of Garbage and Recyclables:

- 4.1.1 SW&R will provide the Day Certain Collection day for all collection services for each Park Location to the designated MRPB representative for each Park Location prior to the effective date of this Agreement, and annually thereafter.

- 4.1.2 Collections shall be completed by SW&R between 6 a.m. and 3 p.m. on the Day Certain Collection day.
- 4.1.3 Any loose material spilled or broken in the servicing of the Carts by SW&R will be cleaned up by SW&R before leaving the SWCP.
- 4.1.4 Each Cart used for Garbage or Recycling must be set out by MPRB staff no later than 6 a.m. on the Day Certain Collection day.
- 4.1.5 Each Cart set out for collection by MPRB staff shall not be placed at the SWCP before 7 a.m. the day before the Day Certain Collection day, and shall be removed from the SWCP by MPRB staff no later than 7 a.m. the day following the Day Certain Collection day.
- 4.1.6 MPRB staff must keep the Day Certain Collection SWCP free from any obstruction from 6 a.m. until 3 p.m. on the Day Certain Collection day.
- 4.1.7 MPRB staff must remove accumulations of snow and ice in excess of two (2) inches from the SWCP and a thirty-six (36) inch wide travel path to the street, to allow for timely pickup on the Day Certain Collection day.

4.2 Garbage. Garbage will be collected weekly. All legal material in the Carts and up to two bagged, boxed or bundled Solid Wastes outside of the Cart, placed at the SWCP will be collected on the Day Certain Collection day for Garbage.

- 4.2.1 Garbage collection crews will not cleanup Dirty Collection Points. If a Dirty Collection Point is found, SW&R staff will leave an educational tag at the SWCP, and notify the designated MPRB representative for that Park Location. MPRB staff must clean-up the Dirty Collection Point or request clean-up of the Dirty Collection Point by SW&R, for a fee, within one week of notification by SW&R.
- 4.2.2 SW&R will inform MPRB of each Dirty Collection Point incident within two (2) business days of its occurrence.
- 4.2.3 If a large Dirty Collection Point is found that potentially threatens public health or safety, SW&R staff will leave an educational tag at the SWCP, and notify the designated MPRB representative for that Park Location. MPRB staff must clean-up the Dirty Collection Point that potentially threatens public health or safety or request clean-up of the Dirty Collection Point that potentially threatens health or safety by SW&R, for a fee, within one business day of notification by SW&R.
- 4.2.4 SW&R will inform MPRB of each Dirty Collection Point that potentially threatens public health or safety within one (1) business day of its occurrence.

4.3 Recycling. Recyclables will be collected Bi-Weekly. All Recyclable material, in the Carts, all paper-bagged, boxed, bundled, or otherwise contained Recyclables outside of the Cart placed at the SWCP will be collected on the Day Certain Collection day for Recycling.

- 4.3.1 Recycling collection crews will not empty contaminated Recycling Carts. If Recyclables are found contaminated, SW&R staff will leave an educational tag at the SWCP and notify the

designated MPRB representative for that Park Location. MPRB staff must remove the contamination, remove the Cart contents, or request dumping of contaminated Recycling Carts by SW&R, for a fee, within one week of notification by SW&R.

- 4.3.2 SW&R will inform MPRB of each incident of contaminated Recycling for all Park Locations within two (2) business days of its occurrence.
- 4.3.3 SW&R reserves the right to discontinue Recycling service from any Park Location for consistently contaminated Recycling.
- 4.3.4 Upon mutual agreement between MPRB and SW&R, MPRB may pilot one or more programs to reduce contamination of recyclables at one or more Park Locations. Programs may include but are not limited to modifying collect cart lids to provide a single hole for depositing recyclables.

4.4 Yard Wastes. Yard Waste collection will be available to each Park Location at each designated SWCP, if needed. Yard Wastes will be collected weekly during the Yard Waste season. All paper or compostable-bagged, otherwise properly contained or bundled Yard Wastes and Brush placed at the SWCP by MPRB are collected seasonally on the Day Certain Collection day for "Garbage". The typical season begins in early April, and continues through the week before Thanksgiving week in November. Yard waste season is weather dependent and may be modified at the sole discretion of SW&R.

4.5 Problem Materials. Problem Material collection will be available to each Park Location at each designated SWCP, if needed. Problem Materials will be collected Bi-Weekly. Problem Materials are separately collected. MPRB may place up to two (2) Problem Materials at the SWCP on the Day Certain Collection day for "Recycling". Problem Materials must be obviously intended for Solid Waste pickup. The preferred method of designation is a sign stating "For Solid Waste", "Please take", or similar statement. Collection crews will sticker the item(s) with an orange label, note the Park Location, quantity, and type of item(s) and return to collect the item(s) the following business day.

4.6 Mattresses and Box Springs. Mattresses and/or Box Spring collection will be available to each Park Location at each designated SWCP, if needed. Mattresses and/or Box Springs will be collected Bi-Weekly. Mattresses and/or Box Springs are separately collected. MPRB may place up to two (2) Mattresses and/or Box Springs at the SWCP by MPRB on the Day Certain Collection day for "Recycling". Collection crews will sticker the piece(s) with an orange label, note the Park Location, and quantity of piece(s) and return to collect the piece(s) the following business day.

- 4.6.1 MPRB shall be allowed a maximum number of mattress and box spring collections per rolling-year. The maximum number of mattresses and box springs shall dependent upon the number of Garbage Carts intended to be used for Garbage collection and shall be calculated per SWCP. The first Garbage Cart intended to be used for Garbage collection at each SWCP shall allow for six (6) Mattresses and/or Box Spring collections per rolling year. Each additional Garbage Cart intended to be used for Garbage collection at each SWCP shall allow for three (3) Mattresses and/or Box Spring collections per rolling year. After the maximum number of Mattresses and Box Springs have been collected, additional Mattresses and/or Box Springs will be collected for a fee as described in Section 5.2.9.

4.7 Non-Recyclable Large Items. Non-Recyclable Large Item collection will be available to each Park Location at each designated SWCP, if needed. Non-Recyclable Large Items will be collected weekly. MPRB may place up to two (2) Non-Recyclable Large Items at the SWCP on the Day Certain Collection day for "Garbage". Non-Recyclable Large Items must be obviously intended for Solid Waste pickup. The preferred method of designation is a sign stating "For Solid Waste", "Please take", or similar statement. Garbage collection crews will pick-up the items at the time Day Certain Collection day for Garbage.

4.8 Organics. Upon mutual agreement between SW&R and MPRB, MPRB may initiate Source-Separated Organics collection at one or more Park Locations following the implementation of City-wide residential organics collection.

4.9 Carts and Cart Maintenance. These specifications define the requirements for the Carts and Cart maintenance:

4.9.1 SW&R shall furnish and deliver all Carts to be serviced by SW&R staff. All Garbage Carts shall be 94 gallons in size. All Recycling Carts shall be 95 gallons in size. All requested carts will be delivered to each Park Location within 10 business days following the Effective Date of this Agreement.

4.9.2 SW&R shall provide all Cart maintenance. Cart maintenance shall include Cart body repair, wheel, or lid replacement, removal of excessive Carts, delivery of additional Carts, or repair of damage caused by normal wear and tear. Cart maintenance shall not include cart cleaning or graffiti removal.

4.9.3 MPRB shall be responsible for the cost of all fire-damaged, vandalized, graffiti damaged, lost, missing, or stolen Carts. Fees per section 5.2.6 of this MOU. Upon mutual agreement between SW&R and MPRB, MPRB may pilot one or more programs to reduce the number of lost, missing, or stolen Carts at one or more Park Locations.

4.9.4 MPRB shall be responsible for Cart alterations necessary for customer education, improving quality of recyclables or reducing the potential for lost, missing, or stolen Carts. Alterations include, but are not limited to the application of outdoor quality stickers or logos on the body or lid of any Cart or any other modification necessary to reduce Recycling contamination, damage to or destruction of carts or to secure Carts. Fees per section 5.2.6 of this MOU.

4.9.5 Should MPRB or SW&R cancel City Solid Waste and Recycling services by early termination, decline of renewal, or at the end of the term MPRB will be responsible for returning all altered Carts to their original state and preparing them for removal by Solid Waste and Recycling within forty-five (45) days of termination, decline of renewal, or end of the term.

4.10 MPRB Authorized Representatives. MPRB will be responsible for providing SW&R with a list of representatives with the authority to modify services at each Park Location.

4.11 Reporting and Invoicing. SW&R shall provide MPRB with a written, quarterly report containing the following information pertaining to its Services ("Quarterly Report"):

- Number of 94-gallon Garbage Carts serviced with Curbside Collection, per Park Location.
- Number of 95-gallon Recycling Carts serviced with Curbside Collection, per Park Location.
- Total number of Garbage Carts and Recycling Carts serviced with Curbside Collection, for the quarter.

The Quarterly Reports shall be provided in a Microsoft Excel spreadsheet format. The spreadsheet shall include the following columns of data:

- Park Name
- SWCP Address
- Total Garbage Carts Serviced
- Total Recycling Carts Serviced

A sample spreadsheet shall be as set out in Attachment B to this Agreement, which is incorporated by reference. The format of the sample spreadsheet must be used in SW&R's Monthly Report. An electronic copy of the Quarterly Report spreadsheet must be emailed by SW&R to a list of recipients provided by MPRB.

5. Compensation

SW&R shall be compensated according to this section. There will be no additional fee arrangement with the MPRB.

5.1 General Description. MPRB will pay to SW&R a monthly base fee for the collection of Garbage and Recycling, Yard Waste, Problem Materials, Mattresses and Box Springs, and Non-Recyclable Large Items based on the total number of Garbage carts intended to be used for collection, and a monthly per Cart disposal charge for the number of assigned Carts intended to be used for Garbage collection. There will be no charge for the assigned Recycling Carts or collection of Problem Materials, Non-Recyclable Large Items, Yard Waste. Monthly fees will be calculated per SWCP. All SWCP charges will be applied to City of Minneapolis Utility for the serviced Park Location in which it is located. MPRB may be required to pay additional one-time service or Cart replacement fees as provided in Section 5.2.

5.2 MPRB Payment to City. Billing will be calculated per SWCP. MPRB will pay to SW&R the described Base Fee(s), per month, per SWCP for the collection of Garbage and Recycling, Yard Waste, Problem Materials, Mattresses and Box Springs, and Non-Recyclable Large Items, and a per Cart, per month, per SWCP, large cart disposal fee for the disposal of the amount of Garbage each Cart holds. The base fee and large cart disposal fee shall be determined annually, per SWCP, and shall be equal to the base fee and large cart disposal fee used for residential service.

5.2.1 Garbage Carts Intended for Garbage Collection per SWCP.

The number of Garbage Carts intended to be used for Garbage collection shall be equivalent to 50% of the total number of Carts placed at a Park Location divided by the total number of SWCP's at the Park Location.

5.2.2 Base Fee Calculation.

The number of billable base fees shall be determined per SWCP. The first Garbage Cart intended to be used for Garbage collection at each SWCP shall be billed as one full base fee.

Each additional Garbage Cart intended be used for Garbage collection at each SWCP shall be billed as ½ of a base fee.

5.2.3 Base Fee.

The base fee for service shall be determined by the total number Garbage Carts intended to be used for Garbage collection as described in 5.2.2 shall be billed monthly. .

2014: \$17.60
2015: Equivalent to Residential Service Base Fee
2016: Equivalent to Residential Service Base Fee
2017: Equivalent to Residential Service Base Fee

5.2.4 Large Cart Disposal Fee.

The large cart disposal fee shall be multiplied by the total number Garbage Carts intended to be used for Garbage collection for each SWCP. The large cart disposal fee shall be billed monthly.

2014: \$5.00
2015: Equivalent to Residential Service Large Cart Disposal Fee
2016: Equivalent to Residential Service Large Cart Disposal Fee
2017: Equivalent to Residential Service Large Cart Disposal Fee

5.2.5 Seasonal Service Changes.

Should the MPRB choose to implement seasonal service reductions, a Cart Removal Fee shall be charged for each assigned Garbage Cart and each assigned Recycling Cart removed from the Park Location and returned to stock by SW&R. There shall be no service fee to return the removed Carts to the Park Location. The base fee and large cart disposal fee will be recalculated at the time of removal and at the time of return. There shall be no recalculation of fees should MPRB decide to seasonally store Garbage and Recycling Carts on-site.

Cart Removal Fee: \$15.00\per Cart

5.2.6 Lost, Missing or Stolen Carts.

MPRB will be responsible for fire-damaged, vandalized, graffiti damaged, lost, missing, or stolen Garbage or Recycling Carts. MPRB shall be charged for each lost, missing or stolen Garbage or Recycling Cart.

Garbage Cart: \$40.00\each
Recycling Cart: \$49.42\each

5.2.7 Contaminated Recycling.

Upon request, SW&R will empty contaminated Recycling Carts at the contamination fee indicated in this section 5.2.7. The contaminated Recycling Cart will be emptied on the next Day Certain Collection day for Garbage . Only designated MPRB representatives will have the authority to request dumping of contaminated Recycling Carts.

Contamination Fee: \$15.00\per Cart

5.2.8 Dirty Collection Point Fee.

Upon request, SW&R will cleanup Dirty Collection Points at the Dirty Collection Point fee indicated in this section 5.2.8. A Dirty Collection Point that potentially threatens public health or safety will be cleaned within one (1) business day; all other Dirty Collection Points will be cleaned within three (3) business days. Only designated MPRB representatives will have the authority to request the cleanup of any Dirty Collection Point.

2014:	\$75.00 minimum, or \$181.00 per hour, whichever is greater.
2015:	Equivalent to Residential Service Dirty Collection Point Rate.
2016:	Equivalent to Residential Service Dirty Collection Point Rate.
2017:	Equivalent to Residential Service Dirty Collection Point Rate.

5.2.9 Mattresses and Box Springs.

After the maximum number of Mattresses and Box Springs have been collected as described in section 4.6 of this MOU, SW&R will collect Mattresses and Box Springs at the Mattress and Box Spring fee indicated in this section 5.2.9.

Mattress and Box Spring Fee: \$18.00/each

6. Effective Date and Termination Date

This agreement shall be in full force and effect from June 16, 2014 through June 15, 2017 unless terminated earlier through the section 8 entitled Cancellation or unless extended by City Department Head signing this agreement.

7. Notices

Communication and details concerning this Agreement shall be directed to the following representatives:

To SW&R: City of Minneapolis
Department of Public Works
Solid Waste and Recycling Division
City of Lakes Building
309 Second Avenue South, Room 210
Minneapolis, MN 55401
David Herberholz, Contract Manager
612-673-2433
David.Herberholz@MinneapolisMn.Gov

To MPRB: Minneapolis Park and Recreation Board
Operations Center
3800 Bryant Avenue South
Minneapolis, MN 55409
Lisa Beck, Director of Operations
612-313-7733
LBeck@MinneapolisParks.org

8. Cancellation

This Agreement may be cancelled by either party, with or without cause, by providing thirty (30) days prior written notice to the other party.

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IN WITNESS THEREFORE, the Parties have caused their proper officers to execute this Agreement as follows:

MINNEAPOLIS PARK AND RECREATION BOARD.

Approved by:

Name

Title

On: _____

CITY OF MINNEAPOLIS

Approved by:

By: _____
Dept. Head Responsible for Contract

On: _____

Approved as to Form:

By: _____
Assistant City Attorney

On: _____

Approved:

By: _____
Finance Officer or Designee

On: _____